BURBANK CITY COUNCIL
JOINT MEETING WITH THE SUCCESSOR AGENCY,
HOUSING AUTHORITY AND PARKING AUTHORITY
TUESDAY, MAY 19, 2026
5:00 p.m. – Closed Session
6:00 p.m. – Open Session
Council Chamber
275 E. Olive Avenue, Second Floor

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that a Joint City Council Meeting will be held in the Council Chamber – 275 East Olive Avenue, Second Floor, on Tuesday, May 19, 2026, at 5:00 p.m., to discuss matters on the attached agenda.

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

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. Written public comment may be submitted via eComment, available on the City website (www.burbankca.gov/web/city-clerks-office/ecomment) from the time the agenda is posted until 4:00 p.m. the day of the meeting. eComments will be distributed to the City Council in advance of the meeting.

4. 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, Successor Agency, Housing Authority and Parking Authority 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: Maggie Alegria Henderson v. City of Burbank, et al.
   c. Case No.: 24NNCV02546
   d. Brief description and nature of case: Trip and fall

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

3. Conference with Real Property Negotiator
   a. Pursuant to Govt. Code §54956.8
   b. Property: 2721 W. Burbank Blvd./APN 2438-0001-026
   c. Parties Whom Agency or City is Negotiating with: Family Services Agency (FSA)
   d. City Negotiator: Simone McFarland, Assistant Community Development Director – Business & Economic Development

e. Terms Under Negotiation: Renewal of FSA lease

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

1. Presentation of the Burbank Police Foundation Annual Matthew Pavelka Scholarship Award – City Council

2. Presentation of a Certificate of Recognition for the “Austin Cook Award for Outstanding Youth” – City Council

3. Presentation of a Proclamation Declaring May 17–23, 2026, as "National Public Works Week" in the City of Burbank – City Council

4. Presentation of a Proclamation Declaring May 2026 as “Mental Health Awareness Month” in the City of Burbank – City Council

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

J. **Presentations**:

1. Presentation of an Update from the Burbank-Glendale-Pasadena Airport Authority – City Manager's Office

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

L. **Joint 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.)

M. **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)

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

1. Council Minutes – City Clerk's Office

   Recommendation:
   Approve the City Council Minutes of the Joint Meeting of May 5, 2026 and the Dark Meeting of May 12, 2026.

   MOTION: Approved 5-0

   Attachments:
   Council Meeting Minutes
   Dark Meeting Minutes

2. Successor Agency Minutes – City Clerk's Office

   Recommendation:
   Approve the Successor Agency Minutes of the Joint Meeting of May 5, 2026.

   MOTION: Approved 5-0

   Attachments:
   Successor Agency Minutes

3. Housing Authority Minutes – City Clerk's Office

   Recommendation:
   Approve the Housing Authority Minutes of the Joint Meeting of May 5, 2026.

   MOTION: Approved 5-0

   Attachments:
   Housing Authority Minutes

4. Parking Authority Minutes – City Clerk's Office

   Recommendation:
   Approve the Parking Authority Minutes of the Joint Meeting of May 5, 2026.

   MOTION: Approved 5-0

   Attachments:
   Parking Authority Minutes

5. Approval of the Updated City of Burbank Records Retention Schedule and Adoption of a Resolution Amending the Citywide Records Retention Schedule for City Records – City Clerk's Office

   Recommendation:
   1. Approve the updated City of Burbank Records Retention Schedule.
   2. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE CITYWIDE RECORDS RETENTION SCHEDULE.

   MOTION: Approved and Adopted 5-0

   Attachments:
   SR - Records Retention Schedule
   Att1 - Resolution

Att2 - Redlined Retention Schedules
Resolution No. 26-29,693

6. Adoption of Resolutions with the Burbank Housing Corporation Transitioning Activity Center Programming Off-Site and Allowing Alternate Uses; and Resolutions for Conditional Financial Commitment/Reservation/Award Letters for 2321-2335 North Fairview Street (The Village at Fairview Street) – Community Development Department (with Housing Authority)

Recommendation:

1. Adopt four individual Resolutions of the Council of the City of Burbank each approving a Modification Agreement regarding the use of 2321 North Catalina Street, 153 West Elmwood Avenue, 1819 Grismer Avenue, and 241 West Verdugo Avenue among the City of Burbank, the Housing Authority of the City of Burbank, and the Burbank Housing Corporation (BHC), making a determination of categorical exclusion under the National Environmental Policy Act, and making a determination of categorical exemption under the California Environmental Quality Act; and
2. Adopt four individual Resolutions of the Housing Authority of the City of Burbank each approving a Modification Agreement regarding the use of 2321 North Catalina Street, 153 West Elmwood Avenue, 1819 Grismer Avenue, and 241 West Verdugo Avenue among the City of Burbank, the Housing Authority of the City of Burbank, and the Burbank Housing Corporation and making a determination of categorical exemption under the California Environmental Quality Act; and
3. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COMMITMENT LETTER TO ROLL-OVER AN EXISTING CITY LOAN OF $1,215,384.73 AND APPROVING A COMMITMENT LETTER TO CONDITIONALLY RESERVE HOME FUNDS FOR A NEW LOAN OF $2,592,389 TO THE BURBANK HOUSING CORPORATION FOR THE VILLAGE AT FAIRVIEW PROJECT; and
4. Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A COMMITMENT LETTER TO ROLL-OVER AN EXISTING HOUSING AUTHORITY LOAN OF $1,664,040 AND TO EXTEND A NEW LOAN OF $5,772,883 TO THE BURBANK HOUSING CORPORATION FOR THE VILLAGE AT FAIRVIEW PROJECT, AND APPROVING AN AWARD OF PROJECT-BASED SECTION 8 VOUCHERS TO THE PROJECT.

MOTION: All Resolutions Adopted 5-0

Attachments:
SR - BHC Fairview Project Resolutions
Att1 - Resolution - 2321 N. Catalina St.
Att2 - Reso - 153 W. Elmwood Ave.
Att3 - Resolution - 1819 Grismer Ave.
Att4 - Resolution - 241 W. Verdugo Ave.
Att5 - Housing Reso - 2321 N. Catalina St.
Att6 - Housing Reso - 153 W. Elmwood Ave
Att7 - Housing Reso - 1819 Grismer Ave.
Att8 - Modification Housing Reso - 241 Verdugo Ave.
Att9 - Modification Agreement - 2321 N. Catalina St.
Att10 - Modification Agreement - 153 W. Elmwood Ave.
Att11 - Modification Agreement - 1819 Grismer Ave.
Att12 - Modification Agreement - 241 W. Verdugo Ave.
Att13 - Resolution - Commitment Letter
Att14 - Commitment Letter
Att15 - Reservation Letter
Att16 - Housing Reso - Commitment Letter
Att17 - Voucher Award Letter

Att18 - 04.21.2026 Study Session SR
Resolution No. 26-29,694
Resolution No. 26-29,695
Resolution No. 26-29,696
Resolution No. 26-29,697
Resolution No. 26-29,698
Resolution No. H-26-277
Resolution No. H-26-278
Resolution No. H-26-279
Resolution No. H-26-280
Resolution No. H-26-281

7. Adoption of a Resolution Approving a Project List for the Road Repair and Accountability Act (SB1) for Fiscal Year 2026-27 – Public Works

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A PROJECT LIST FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT FOR FISCAL YEAR 2026-27.

MOTION: Adopted 5-0

Attachments:
SR - SB1 FY 26-27
Att1 - Resolution
Att2 - Proposed Streets SB1 FY26-27.
Att3 - Project Map Location SB1 FY26-27
Resolution No. 26-29,699

8. Adoption of a Resolution Approving the Updates to the Renewable Energy Resources Procurement Plan and Enforcement Program (Version 4) and Incorporating Optional Compliance Measures Available Under California's Renewable Portfolio Standards Program – Burbank Water and Power Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING UPDATES TO THE RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN AND ENFORCEMENT PROGRAM (VERSION 4) AND INCORPORATING OPTIONAL COMPLIANCE MEASURES AVAILABLE UNDER CALIFORNIA'S RENEWABLE PORTFOLIO STANDARD (RPS) PROGRAM.

MOTION: Adopted 5-0

Attachments:
SR - Renewable Energy Resources Plan
Att1 - Resolution
Att2 - Procurement Plan and Enforcement Program
Resolution No. 26-29,700

9. Approval of an Amendment to the License Agreement with the Burbank-Glendale-Pasadena Airport Authority for Access to the Hollywood Burbank Airport for the Installation, Operation, and Maintenance of Water Service Connections and Related Appurtenances – Burbank Water and Power Department

   Recommendation:
   Approve an amendment to the License Agreement with the Burbank-Glendale-Pasadena Airport Authority that grants Burbank Water and Power (BWP) access to the Hollywood Burbank Airport for the installation, operation, and maintenance of water service connections and related appurtenances, find the item exempt from the California Environmental Quality Act, and authorize the BWP General Manager, as the City Manager's designee, to execute the amendment and any other ancillary documents or future amendments to the License Agreement, in form and substance satisfactory to the City Attorney's Office.

   MOTION: Approved 5-0

   Attachments:
   SR - BGPAA License Agreement
   Att1 - Amendment No. 1
   Att2 - License Agreement

10. Annual Review of Planned Developments and Development Agreements – Community Development Department

    Recommendation:
    Note and file.

    MOTION: Noted and Filed 5-0

    Attachments:
    SR - Planned Developments and Agreements
    Att1 - Summary

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

1. Approval of Funding Allocations for the 2026 Community Events and Program Grant – City Manager's Office

   Recommendation:
   Consider the funding recommendations from the Review Committee, approve the allocation of funding for the 2026 Community Events and Program Grant awards totaling $52,500 for Fiscal Year 2025-26, provide direction, if any, on the allocation of funds for the remaining $2,500, and authorize the City Manager or designee to execute all necessary documentation to effectuate the grant funding.

   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:
   Approved as amended to distribute the remaining funds of $2,500 ($2,000 to Magnolia Park Events and $500 to the Armenian Relief Society of Western USA Inc.) 4-0 (Rizzotti, Recused)

   Attachments:

SR - Approval of Funding Allocation
Att1 - Events, Grant Applications Summary
Att2 - 2026 CEPG Applications

2. Continuation of Review of the Proposed Fiscal Year 2026-27 Budget – Financial Services (with Successor Agency, Housing Authority, and Parking Authority)

Recommendation:
Review the proposed recommendations for the Fiscal Year (FY) 2026-27 Budget and Citywide Fee Schedule.

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:
Reviewed 5-0

Attachments:
SR - Proposed Budget FY 26-27
Att1 - Project Spendable Fund Balance
Att2 - General Fund Forecast
FY 2026-27 Proposed Budget
Additional Documents - Memo
Additional Documents - Immigration Assistance Fund
Additional Documents - Community Garden
Additional Documents - Minimum Wage
PowerPoint Presentation
PowerPoint Presentation - Capital Improvement

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

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

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

1. Vice Mayor Mullins' request for a first step report on Assembly Bill 1033 which allows accessory dwelling units (ADUs) to be converted and sold as separate condominium units. (May 5, 2026)

Recommendation:

Directed staff to return with a first step report 5-0

2. Vice Mayor Mullins' request for a report reviewing the City's zoning regulations as they relate to massage establishments, including specific use definitions between therapeutic massage centers and other massage-related businesses. (May 5, 2026)

Recommendation:

Directed staff to return with a first step report 5-0

3. Council Member Rizzotti's request for a review of City Council Expectations of Board, Commission, and Committee Members related to violations by Planning Commissioner Van Gorder, including consideration of possible City liability and his removal from the Commission. (May 5, 2026)

   Recommendation:

   Mayor and Council Member Rizzotti will meet with Commissioner.

S. **Adjournment**: To Wednesday, May 20, 2026, for a Special Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

CITY OF BURBANK
CITY COUNCIL MINUTES
JOINT MEETING WITH THE SUCCESSOR AGENCY,
HOUSING AUTHORITY, AND PARKING AUTHORITY
TUESDAY, MAY 5, 2026

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 4:05 p.m. by Mayor Takahashi.

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

Council Member Perez participated remotely pursuant to Govt. Code §54953.8.3(c)(1).

Closed Session Public Comment:

Appearing to comment were: Emily Gabel-Luddy and Roy Simison.

Calling in to comment was: None.

There being no further response to the Mayor's invitation for Public Comment on Closed 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 – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Friends of the Equestrian Bridge v. City of Burbank, et al.
   c. Case No.: 25STCP00645
   d. Brief description and nature of case: Housing project at 910 S. Mariposa St.

2. Conference with Legal Counsel – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Aleg Alman v. City of Burbank, et al.
   c. Case No.: 24NNCV05106
   d. Brief description and nature of case: Trip and fall

3. Conference with Legal Counsel – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Marissa O'Brien v. City of Burbank
   c. Case No.: 25STCV16099
   d. Brief description and nature of case: Labor and Employment Matter

4. Conference with Real Property Negotiator
    a. Pursuant to Govt. Code §54956.8
    b. Property: Burbank Historical Society, 115 N. Lomita Street, Burbank, CA 91506, located on portions of George Izay Park
    c. Parties Whom Agency or City is Negotiating with: Burbank Historical Society
    d. City Negotiator: Simone McFarland, Assistant Community Development Director – Business & Economic Development
    e. Terms Under Negotiation: Ground lease renewal. Terms under negotiation include, but are not limited to, term of lease, rent, use, and maintenance.

5. Conference with Legal Counsel – Anticipated Litigation
    a. Initiation of litigation pursuant to Govt. Code §54956.9(d)(4) City as Potential Plaintiff
    b. Number of potential case(s): 1

Call to Order: 6:00 p.m.
A Joint Meeting of the City Council and the Successor Agency, Housing Authority, and Parking 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 6:16 p.m. by Mayor Takahashi.

Moment of Reflection:
Mayor Takahashi 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 Takahashi.

Roll Call:
Present: Council Member(s) Anthony, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: Perez
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Council Member Perez participated remotely pursuant to Govt. Code §54953.8.3(c)(1).

Mayor Takahashi indicated there would be three (3) periods of Public Comment at this evening's meeting and those who wish to participate in the General Public Comment may call in at (818) 238-3335. The Reports to Council Public Comment period will only be taken in person.

Announcements:
Mayor Takahashi displayed a PowerPoint presentation announcing the following: (1) Fire and Police Service Day; (2) George Izay Park Water Closure; (3) May is Water Safety Month; (4) 2026 Primary Election; and (5) Creative Industry Taskforce.

Council Presentations/Recognitions:

Council Member Perez joined the meeting at 6:30 p.m.

1. Presentation of a Proclamation Declaring April 13-20, 2026 as "National Days of Remembrance" in the City of Burbank
   Mayor Takahashi presented a proclamation declaring April 13-20, 2026, as "National Days of Remembrance' " in the City of Burbank and introduced Laura Strobl, President of the Burbank Human Relations Council, who made remarks.

2. Presentation of a Proclamation Declaring May 2026 as "Older Americans Month" in the City of Burbank
   Mayor Takahashi presented a proclamation declaring May 2026 as "Older Americans Month" in the City of Burbank and introduced members of the Senior Citizen Board.

3. Presentation of Certificates of Recognition for the Peter McGrath Older Americans Volunteer Service Award
   Mayor Takahashi presented Certificates of Recognition to Carol Briggs and Connie Trible for receiving the “Peter McGrath Older American Volunteer Service Award” and introduced Kim Freed, Recreation Supervisor, and Derrick Baker, Recreation Coordinator, who made remarks.

4. Presentation of a Proclamation Declaring May 3-9, 2026, as "Municipal Clerks Week" in the City of Burbank
   Mayor Takahashi presented a proclamation declaring May 3-9, 2026, as "Municipal Clerks Week" in the City of Burbank and introduced Kimberley Clark, City Clerk, who made remarks.

5. Presentation of a Proclamation Declaring May 3-9, 2026, as "National Correctional Officer’s Week" in the City of Burbank
   Mayor Takahashi presented a proclamation declaring May 3-9, 2026, as "National Correctional Officer's Week" in the City of Burbank and introduced Tania Cooper, Jail Manager, and Jailers Austin Krause and Jazmine Valdez, who made remarks.

6. Presentation of a Proclamation Declaring May 10-16, 2026, as "National Police Week" in the City of Burbank
   Mayor Takahashi presented a proclamation declaring Declaring May 10-16, 2026, as "National Police Week" in the City of Burbank and introduced Rafael Quintero, Police Chief, and John Embleton, Police Sergeant, who made remarks.

City Manager Report:

City Manager Hess introduced Fire Chief Danny Alvarez, who provided an update on the Women's Fire Camp, and introduced Cynthia Alba, new Business Development Concierge, who made remarks.

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: Vanessa Bednar, Ron Bax, Roy Simison, Eric Conner, Mark Scroggs, Kreigh Hampel, Diana Fang, Bridget Underwood, Braeden Day, Kim Allender, Jacob Pierce, Andrea Goyan, Cameron Hunter, Janet Diel, Alfonso Directo Jr., Susan O'Carroll, Jo Pimienta, Jackie Waltman, Harry Timuryan, Paul Darrigo, Gina Mangiaracina, Ramy, Kristy Maloof, David Donahue, and Walter Lewis.

Calling in to comment were: Danielle, Jonathan Wilder, Rennie Gabriel, and Nathan Adair.

Council, City Manager, and/or City Attorney Comment:
Council Members and Staff responded to Public Comment.

Council Member Anthony left the dais at 8:21 p.m. and returned to the dais at 8:34 p.m.

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

1. Council Minutes

   Approve the City Council Minutes of the Special Closed Session Meeting of April 16, 2026; the Joint Meeting of April 21, 2026; and the Dark Meeting of April 28, 2026.

2. Successor Agency Minutes

   Approve the Successor Agency Minutes of the Joint Meeting of April 7, 2026.

3. Housing Authority Minutes

   Approve the Housing Authority Minutes of the Joint Meeting of April 21, 2026.

4. Parking Authority Minutes

   Approve the Parking Authority Minutes of the Joint Meeting of April 7, 2026.

5. Adoption of an Ordinance for a Zone Map Amendment to Establish a Zoning Designation of Single-Family Residential (R-1) for Portions of 17 Properties Located on the 600-700 Block of Roselli Street that are Proposed for Annexation into the City of Burbank, to Pre-Zone the 17 Properties Related to Same

ORDINANCE NO. 26-4,039
Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE ZONING MAP TO ESTABLISH ZONING DESIGNATIONS OF SINGLE FAMILY RESIDENTIAL (R-1) ZONE FOR PORTIONS OF 17 PROPERTIES THAT ARE PROPOSED FOR ANNEXATION INTO THE CITY (PROJECT NO. 25-0004181; ZONE MAP AMENDMENT).

6. Adoption of an Ordinance Amending Sections 4-2-113 and 4-2-122 of the Burbank Municipal Code, Relating to Procedures for Enrollment Upon Prior Notice in Solid Waste Collection Services

   ORDINANCE NO. 26-4,040
   Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING BURBANK MUNICIPAL CODE SECTIONS 4-2-113 (SOLID WASTE GENERATOR REQUIREMENTS) AND 4-2-122 (HAULER LICENSE AND PERMIT REQUIREMENTS) RELATING TO PROCEDURES FOR ENROLLMENT UPON PRIOR NOTICE IN SOLID WASTE COLLECTION SERVICES.

Reports to Council:

1. Update on Estimated Cost of November 2026 General Municipal Election

   Kimberley Clark, City Clerk, presented the report and responded to City Council inquiries.

   Public Comment:
   Appearing to comment was: None.

   Council Action:
   It was approved by Council consensus to note and file.

2. Review of the Proposed Fiscal Year 2026-27 Budget (with Successor Agency, Housing Authority, and Parking Authority)

   Jennifer Becker, Financial Services Director; Stephen Walker, Assistant Public Works Director – Wastewater Systems; John Molinar, Assistant Public Works Director – Streets and Waste Management; and Joseph Lillio, Chief Financial Officer, presented the PowerPoint presentation and responded to City Council inquiries. Marisa Garcia, Parks and Recreation Director; Justin Hess, City Manager; Patrick Prescott, Community Development Director; and Mandip Samra, General Manager – Burbank Water and Power also responded to Council inquiries.

   Public Comment:
   Appearing to comment were: Ralph Mundell and Brian Smith.

   Council Members voted by consensus to continue with City business past 11:00 p.m.

Council Member Perez left the meeting at 11:01 p.m.

Council Action:
It was approved by Council consensus to review the proposed recommendations for the Fiscal Year 2025-26 Budget and Citywide Fee Schedule and continue the discussion to May 19, 2026.

Council Comments:

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

Consideration of Previously Introduced Additional Agenda Items:

1. Vice Mayor Mullins' request for clarification of Council protocols and expectations under the Council Code of Conduct, particularly regarding the involvement of an individual Council Member (Konstantine Anthony) in any City proposed ballot measures. (April 21, 2026)

   Council Member Anthony recused himself due to recent contributions made to a local ballot measure committee for which he is the sole controller and left the meeting at 11:16 p.m.

   Joseph McDougall, City Attorney, and Justin Hess, City Manager, responded to Council inquiries.

   Council Action:
   It was moved by Vice Mayor Mullins, seconded by Council Member Rizzotti, to direct staff to seek an opinion from the Fair Political Practices Commission and/or Attorney General regarding Council Member Anthony's fundraising committee to determine whether funds are being solicited for his Los Angeles County Supervisor campaign. The motion carried 3-0 with the following roll call vote: AYES: Rizzotti, Mullins, and Takahashi. NOES: None. ABSENT: Perez. RECUSED: Anthony.

   Council Action:
   It was moved by Vice Mayor Mullins, seconded by Council Member Rizzotti, to draft a resolution for Council Member Anthony's censure concerning his actions before the Burbank Association of Realtors event at the June 2, 2026 Council Meeting. The motion carried 3-0 with the following roll call vote: AYES: Rizzotti, Mullins, and Takahashi. NOES: None. ABSENT: Perez. RECUSED: Anthony.

Introduction of Additional Agenda Items:

Vice Mayor Mullins requested: (1) a first step report on AB 1033 (Ting) and (2) a report reviewing the City's zoning regulations as they relate to massage establishments, including specific use definitions between therapeutic massage centers and other massage-related businesses.

Council Member Rizzotti requested a review of the Code of Conduct regarding violations by Planning Commissioner Mike Van Gorder with consideration of possible City liability and his removal from the Commission.

Adjournment:
There being no further business to come before the City Council, the meeting was adjourned at 12:10 a.m. to Tuesday, May 19, 2026, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
City Clerk	Mayor

APPROVED DATE:

CITY COUNCIL REGULAR MEETING MINUTES
DARK MEETING
TUESDAY, MAY 12, 2026

A Regular Meeting of the Council of the City of Burbank was not held on the above date.

Kimberley Clark
City Clerk

Tamala Takahashi
Mayor

APPROVED DATE:

CITY OF BURBANK
SUCCESSOR AGENCY MINUTES
A JOINT MEETING WITH THE CITY COUNCIL
TUESDAY, MAY 5, 2026

Call to Order:
A Joint Meeting of the Successor Agency and 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 6:16 p.m. by Chair Takahashi.

Moment of Reflection:
Chair Takahashi 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 Chair Takahashi.

Roll Call:
Present: Member(s) Anthony, Rizzotti, Vice Chair Mullins, and Chair Takahashi
Absent: Perez
Also Present: Executive Director Hess, City Attorney McDougall, and Secretary Clark

Member Perez joined the meeting at 6:30 p.m. and participated remotely pursuant to Govt. Code §54953.8.3(c)(1).

Announcements, Council Presentations/Recognitions, City Manager Report, Reporting on Closed Session, Council Comments, Consideration of Previously Introduced Additional Agenda Items, and Introduction of Additional Agenda Items were City Council items only and can be found in the City Council Meeting Minutes.

Joint General Public Comment:
Appearing to comment were: Vanessa Bednar, Ron Bax, Roy Simison, Eric Conner, Mark Scroggs, Kreigh Hampel, Diana Fang, Bridget Underwood, Braeden Day, Kim Allender, Jacob Pierce, Andrea Goyan, Cameron Hunter, Janet Diel, Alfonso Directo Jr., Susan O'Carroll, Jo Pimienta, Jackie Waltman, Harry Timuryan, Paul Darrigo, Gina Mangiaracina, Ramy, Kristy Maloof, David Donahue, and Walter Lewis.

Calling in to comment were: Danielle, Jonathan Wilder, Rennie Gabriel, and Nathan Adair.

Council, City Manager, and/or City Attorney Comment:
Members and Staff responded to Public Comment.

Member Anthony left the dais at 8:21 p.m. and returned to the dais at 8:34 p.m.

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

Consent Calendar Item Nos. 1 and 3–6 were City Council items only and can be found in the City Council minutes.

2. Successor Agency Minutes

   Approve the Successor Agency Minutes of the Joint Meeting of April 7, 2026.

Reports to Council:

Reports to Council Item No. 1 was a City Council item only and can be found in the City Council minutes.

2. Review of the Proposed Fiscal Year 2026-27 Budget (with Successor Agency, Housing Authority, and Parking Authority)

   Jennifer Becker, Financial Services Director; Stephen Walker, Assistant Public Works Director – Wastewater Systems; John Molinar, Assistant Public Works Director – Streets and Waste Management; and Joseph Lillio, Chief Financial Officer, presented the PowerPoint presentation and responded to Successor Agency inquiries. Marisa Garcia, Parks and Recreation Director; Justin Hess, Executive Director; Patrick Prescott, Community Development Director; and Mandip Samra, General Manager – Burbank Water and Power, also responded to Agency inquiries.

   Public Comment:
   Appearing to comment were: Ralph Mundell and Brian Smith.

   Members voted by consensus to continue with City business past 11:00 p.m.

   Member Perez left the meeting at 11:01 p.m.

   Agency Action:
   It was approved by Agency consensus to review the proposed recommendations for the Fiscal Year 2025-26 Budget and Citywide Fee Schedule.

Member Anthony left the meeting at 11:16 p.m.

Adjournment:
There being no further business to come before the Successor Agency, the meeting was adjourned at 12:10 a.m. to Tuesday, May 19, 2026, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
Secretary	Chair

APPROVED DATE:

CITY OF BURBANK
HOUSING AUTHORITY MINUTES
A JOINT MEETING WITH THE CITY COUNCIL
TUESDAY, MAY 5, 2026

Call to Order:

A Joint Meeting of the Housing Authority and 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 6:16 p.m. by Chair Takahashi.

Moment of Reflection:

Chair Takahashi 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 Chair Takahashi.

Roll Call:

Present: Commissioner(s) Anthony, Rizzotti, Vice Chair Mullins, and Chair Takahashi
Absent: Perez
Also Present: Executive Director Hess, City Attorney McDougall, and Clerk Clark

Commissioner Perez joined the meeting at 6:30 p.m. and participated remotely pursuant to Govt. Code §54953.8.3(c)(1).

Announcements, Council Presentations/Recognitions, City Manager Report, Reporting on Closed Session, Council Comments, Consideration of Previously Introduced Additional Agenda Items, and Introduction of Additional Agenda Items were City Council items only and can be found in the City Council Meeting Minutes.

Joint General Public Comment:

Appearing to comment were: Vanessa Bednar, Ron Bax, Roy Simison, Eric Conner, Mark Scroggs, Kreigh Hampel, Diana Fang, Bridget Underwood, Braeden Day, Kim Allender, Jacob Pierce, Andrea Goyan, Cameron Hunter, Janet Diel, Alfonso Directo Jr., Susan O'Carroll, Jo Pimienta, Jackie Waltman, Harry Timuryan, Paul Darrigo, Gina Mangiaracina, Ramy, Kristy Maloof, David Donahue, and Walter Lewis.

Calling in to comment were: Danielle, Jonathan Wilder, Rennie Gabriel, and Nathan Adair.

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

Commissioners and Staff responded to Public Comment.

Commissioner Anthony left the dais at 8:21 p.m. and returned to the dais at 8:34 p.m.

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

Consent Calendar Item Nos. 1–2 and 4–6 were City Council items only and can be found in the City Council minutes.

3. Housing Authority Minutes

   Approve the Housing Authority Minutes of the Joint Meeting of April 21, 2026.

Reports to Council:

Reports to Council Item No. 1 was a City Council item only and can be found in the City Council minutes.

2. Review of the Proposed Fiscal Year 2026-27 Budget (with Successor Agency, Housing Authority, and Parking Authority)

   Jennifer Becker, Financial Services Director; Stephen Walker, Assistant Public Works Director – Wastewater Systems; John Molinar, Assistant Public Works Director – Streets and Waste Management; and Joseph Lillio, Chief Financial Officer, presented the PowerPoint presentation and responded to Housing Authority inquiries. Marisa Garcia, Parks and Recreation Director; Justin Hess, Executive Director; Patrick Prescott, Community Development Director; and Mandip Samra, General Manager – Burbank Water and Power, also responded to Authority inquiries.

   Public Comment:
   Appearing to comment were: Ralph Mundell and Brian Smith.

   Commissioners voted by consensus to continue with City business past 11:00 p.m.

   Commissioner Perez left the meeting at 11:01 p.m.

   Authority Action:
   It was approved by Authority consensus to review the proposed recommendations for the Fiscal Year 2025-26 Budget and Citywide Fee Schedule and continue the discussion to May 19, 2026.

Commissioner Anthony left the meeting at 11:16 p.m.

Adjournment:
There being no further business to come before the Housing Authority, the meeting was adjourned at 12:10 a.m. to Tuesday, May 19, 2026, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
Clerk	Chair

APPROVED DATE:

CITY OF BURBANK
PARKING AUTHORITY MINUTES
A JOINT MEETING WITH THE CITY COUNCIL
TUESDAY, MAY 5, 2026

Call to Order:
A Joint Meeting of the Parking Authority and 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 6:16 p.m. by Chair Takahashi.

Moment of Reflection:
Chair Takahashi 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 Chair Takahashi.

Roll Call:
Present: Member(s) Anthony, Rizzotti, Vice Chair Mullins, and Chair Takahashi
Absent: Perez
Also Present: Executive Director Hess, City Attorney McDougall, and Secretary Clark

Member Perez joined the meeting at 6:30 p.m. and participated remotely pursuant to Govt. Code §54953.8.3(c)(1).

Announcements, Council Presentations/Recognitions, City Manager Report, Reporting on Closed Session, Council Comments, Consideration of Previously Introduced Additional Agenda Items, and Introduction of Additional Agenda Items were City Council items only and can be found in the City Council Meeting Minutes.

Joint General Public Comment:
Appearing to comment were: Vanessa Bednar, Ron Bax, Roy Simison, Eric Conner, Mark Scroggs, Kreigh Hampel, Diana Fang, Bridget Underwood, Braeden Day, Kim Allender, Jacob Pierce, Andrea Goyan, Cameron Hunter, Janet Diel, Alfonso Directo Jr., Susan O'Carroll, Jo Pimienta, Jackie Waltman, Harry Timuryan, Paul Darrigo, Gina Mangiaracina, Ramy, Kristy Maloof, David Donahue, and Walter Lewis.

Calling in to comment were: Danielle, Jonathan Wilder, Rennie Gabriel, and Nathan Adair.

Council, City Manager, and/or City Attorney Comment:
Member and Staff responded to Public Comment.

Member Anthony left the dais at 8:21 p.m. and returned to the dais at 8:34 p.m.

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

Consent Calendar Item Nos. 1–3 and 5–6 were City Council items only and can be found in the City Council minutes.

4. Parking Authority Minutes

   Approve the Parking Authority Minutes of the Joint Meeting of April 7, 2026.

Reports to Council:

Reports to Council Item No. 1 was a City Council item only and can be found in the City Council minutes.

2. Review of the Proposed Fiscal Year 2026-27 Budget (with Successor Agency, Housing Authority, and Parking Authority)

   Jennifer Becker, Financial Services Director; Stephen Walker, Assistant Public Works Director – Wastewater Systems; John Molinar, Assistant Public Works Director – Streets and Waste Management; and Joseph Lillio, Chief Financial Officer, presented the PowerPoint presentation and responded to Parking Authority inquiries. Marisa Garcia, Parks and Recreation Director; Justin Hess, Executive Director; Patrick Prescott, Community Development Director; and Mandip Samra, General Manager – Burbank Water and Power, also responded to Authority inquiries.

   Public Comment:
   Appearing to comment were: Ralph Mundell and Brian Smith.

   Members voted by consensus to continue with City business past 11:00 p.m.

   Member Perez left the meeting at 11:01 p.m.

   Authority Action:
   It was approved by Authority consensus to review the proposed recommendations for the Fiscal Year 2025-26 Budget and Citywide Fee Schedule.

Member Anthony left the meeting at 11:16 p.m.

Adjournment:
There being no further business to come before the Parking Authority, the meeting was adjourned at 12:10 a.m. to Tuesday, May 19, 2026, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
Secretary	Chair

APPROVED DATE:

STAFF REPORT

CITY CLERK'S OFFICE

DATE: May 19, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Kimberley Clark, City Clerk
BY: Eric Macis, Records Manager

SUBJECT: Approval of an Updated City of Burbank Records Retention Schedule and Adoption of a Resolution Amending the Citywide Records Retention Schedule

RECOMMENDATION

1. Approve the updated City of Burbank Records Retention Schedule.
2. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE CITYWIDE RECORDS RETENTION SCHEDULE.

BACKGROUND

Administrative Procedure I-8 prescribes the City's Records Management Program (RMP). Under the direction and supervision of the City Clerk, the RMP governs the creation, utilization, maintenance, retention, preservation, and disposition of all City records. Its purpose is to implement efficient, consistent, and cost-effective methods for managing records throughout their lifecycle, from creation through final disposition.

A Departmental Records Retention Schedule (DRRS) defines retention and disposition of City records in accordance with City, County, State, and Federal laws. Comprehensive revisions to the DRRS were approved by the Council in 2011, 2019, 2021, and 2024. Staff engaged Gladwell Governmental Services, Inc., a firm specializing in local government records management, to conduct a comprehensive update of the DRRS.

DISCUSSION

The DRRS (Attachment 2) guides the Citywide RMP and must be updated regularly to keep pace with rapidly advancing technology, current best practices, and evolving

legislative requirements. Regular updates ensure efficiency and consistency in the management of City records.

An updated DRRS supports the timely disposition of records, preservation of records that must be maintained beyond their active use, relocation of departmental records to the Records Center as appropriate, and safeguarding of records with historical value. Most importantly, the DRRS provides the legal authority for the disposition and destruction of departmental records that no longer need to be maintained, ensuring the City retains information only for as long as it is operationally or legally required while preventing unnecessary storage and maintenance of records whose informational value no longer justifies such costs.

The City Clerk's Office revised the DRRS in collaboration with representatives from each Department. The updated DRRS was subsequently reviewed and approved by the Executive Team, City Clerk, and City Attorney before submittal to the Council. The revised DRRS provides clear and specific descriptions of record series and their retention periods, and incorporates current law, City practices, and available technology into the governance of records disposition. The City will immediately benefit from increased operational efficiency through clearer designation of departmental responsibility for maintaining original records, reduced duplication, and standardized retention periods across all record series.

Consistent with past procedures, and in alignment with best practices, adoption of the Resolution (Attachment 1) by the City Council will allow for administrative destruction of records once consent is obtained from the Department Director, City Clerk, and City Attorney or their designees. These parties will review all records identified for destruction and authorize their disposition by signing an Authority to Destruct Records form.

ENVIRONMENTAL REVIEW

Amending the Citywide Records Retention Schedule involves administrative approvals related to existing and routine records maintenance, and thus has no potential to result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Accordingly, adoption of this resolution does not constitute a "project" under the California Environmental Quality Act (CEQA). See 14 Cal. Code Regs. § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONCLUSION

Staff recommend that Council approve and adopt the proposed Resolution amending and updating the City of Burbank Records Retention Schedule.

ATTACHMENTS

Attachment 1 – Resolution

Attachment 2 – Redlined Version of Existing Records Retention Schedule

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE CITYWIDE RECORDS RETENTION SCHEDULE

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The City of Burbank Records Management Program was adopted in 1971 to maintain, utilize, retain, preserve, and dispose of City records in a lawful and organized manner. As part of that program, Departmental Records Retention Schedules (DRRS) were adopted and implemented, with the most recent update in 2024.

B. Best practices in records management require that the DRRS be periodically reviewed and updated to reflect technological advancements and changes in legal requirements. Updating the DRRS will improve efficiency, consistency, and transparency in the City's Records Management Program. The current DRRS has contributed to growth in stored records, which placed a significant burden on the City's limited storage capacity and available resources. A revised DRRS will ensure responsible, sustainable, and compliant records management practices.

C. California Government Code Section 34090 generally permits the destruction of City records after two years, with limited exceptions. However, many operational, legal, and historical circumstances require the City to retain certain records for periods longer than the statutory minimum. Accordingly, it is essential to maintain DRRS's that accurately reflect the City's specific needs and ensure the appropriate preservation of vital records.

D. City records may be destroyed with the written consent of the City Attorney and the approval of the City Council, which approval may be granted through the adoption of a DRRS by resolution. This process reflects recognized best practice, as it allows records to be destroyed on an as-needed basis throughout the year in accordance with an established, Council-approved schedule.

E. City staff, all departments, and a records management consultant engaged by the City have reviewed the current DRRS and contributed to the proposed revisions. The revised DRRS provides clear and specific descriptions of record types, establishes appropriate retention periods, and ensures consistency with applicable legal requirements.

F. Council previously adopted Resolution No. 24-29,509 approving the DRRS.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Resolution No. 24-29,509 is hereby rescinded.

2. The DRRS, attached as Exhibit A and incorporated by reference, is hereby approved. The City Clerk or their designee is authorized to make any non-substantive changes to finalize and implement the approved DRRS.

3. City records shall be retained for the minimum periods listed in the DRRS until approved for destruction in accordance with this Resolution.

4. City records as set forth in the DRRS are hereby authorized to be destroyed in accordance with the provision of the DRRS upon the request of the Department Director or designee, and with the consent in writing of the City Attorney and the City Clerk, or their designee.

PASSED and ADOPTED this _____ day of May 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
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 Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the _____ day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

EXHIBIT A

WILL BE A CLEAN VERSION OF ATTACHMENT 2

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

Copies or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term "records" shall include all records as defined by the California Public Records Act.

STRUCTURE: CITY-WIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (e-mails, letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. The department retention schedules may be organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule, or look in the index to the schedules (provided after approval.)

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free office space and computer storage space
- Reduce the cost of records storage – paper and electronic
- Eliminate duplication of effort within the City
- Find records faster
- Determine what media should be used to store records

AUTHORIZATION TO DESTROY RECORDS (Paper or Electronic Records):

Destruction or deletion of an **official (original) record** that has exceeded its retention period (and has SUBSTANTIVE CONTENT) must be **authorized prior to destruction or deletion.**

- If there is a **minimum** retention ("**Minimum 2 years**"), the destruction / deletion must be authorized before it is destroyed, as it is an official (original) record.

Copies, drafts, notes and non-records (or originals that do NOT have SUBSTANTIVE CONTENT) do **NOT require authorization,** and can be destroyed "**When No Longer Required**."

If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft, copy, or the Content is NOT Substantive.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).**"

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the Official (original or "record copy") record for its retention period, then authorizes destruction. Usually, it is the department that originates the record. The official (original) record may be the paper / hard copy version of the record; however the electronic record may be the official (original) record. See the "Destroy Paper after Imaged & QC'd" below for the Legal Requirements for the electronic record to be the official (original) record.

Records Description: The record series (a group of like records).

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active *(guideline)*: How long the file remains in the immediate office area
Inactive *(guideline)*: How long the file is in off-site storage, stored electronically in accordance with law (see below)
Total Retention: The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.
P = Permanent
Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated and certain data may require minimum retention.
Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) **terms used in State law**:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper, Mylar, Linen, "Hard Copy"
OD = Optical Disk or other **Unalterable Media which does not allow changes**

Scan / Import (*guideline*)**:**
"S" indicates the record should be scanned into the document imaging system;
"I" indicates the record should be electronically imported into the document imaging system;
"M" indicates the record was microfilmed

Destroy Paper after Imaged & QC'd (quality checked) / Trustworthy Electronic Record: "Yes" means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format) **IF (these are the legal requirements for the electronic record to serve as the official (original) record)** the electronic record is also **placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM**, **or microfilmed**) which is **stored in a safe & separate location**.
Employees are required to Quality Check ("QC'd") both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes;** other legal mandates may apply.

Legend for legal citations (§: Section)
CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)
B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC Public Resources Code
USC: United States Code (US)
CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen..: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY-WIDE (Used by ALL Departments)								
Lead Dept. (Managing the Agreement / Contract)	CW-005	Agreements / Contracts - **ADMINISTRATION RECORDS** Project Schedules, Correspondence with Vendor, Includes Records related to Administering Agreements/Contracts, etc. (See City Clerk for Original Agreements / Contracts)	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §§336(a), 337 et. seq., GC §34090
Lead Dept.	CW-011	Boards, Commissions, / Committees: Citizens Advisory Bodies Formed by CITY COUNCIL **AGENDAS, AGENDA PACKETS**	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD ~~2 years~~	Department Preference; Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
Lead Dept.	CW-011.1	Boards, Commissions, / Committees: Citizens Advisory Bodies Formed by CITY COUNCIL **Attendance Reports**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Lead Dept.	CW-012	Boards, Commissions, / Committees: Citizens Advisory Bodies Formed by CITY COUNCIL **MINUTES / BYLAWS**	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~10 years~~	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090 et seq.
Lead Dept.	CW-013	Boards, Commissions, / Committees: **City Council Ad Hoc Committees** (Composed solely of less than a quorum of the City Council)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All recommendations are presented to the City Council; GC §34090 et seq.
	CW-014	Boards, Commissions, / Committees: **External** Organizations (e.g. County Board of Supervisors)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
	CW-015	Brochures: See Reference Manuals				S / I	Yes: After QC & OD	
City Treasurer	CW-017	Cash Receipts Detail / Treasurer's Receipts ("TRs") / City Treasurer Deposit Reports / Deposit Cash Receipts / Backup / Cash Summaries / Accounts Receivable Detail / Refund Detail	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - meets municipal government auditing standards; GC §34090
Lead Dept.	CW-018	Cell Phone Bills (Detailed Backup)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statement / Summary is sent to Finance, detailed backup is kept in department; GC §34090
~~Manag. Services / Risk Manag.~~	~~CW-019~~	~~Claims~~	~~2 years from denial or resolution unless litigation~~	~~Yes: Before Settlement~~	~~Mag, Mfr, OD, Ppr~~	~~S/I~~	~~Yes: After QC & OD~~	~~GC §34090.7~~
Lead Dept.	CW-021	Committees **Internal - Attended by employees:** All Records (e.g. Records Management Committee, In-House Task Forces, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead **(Responding)** Dept.	CW-022	Complaints / Concerns from Citizens **(operational)**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §340 et seq., 342, GC §§ 911.2, 34090
Lead **(Responding)** Dept.	CW-023	Complaints / Concerns from Citizens Computer Tracking Software	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
	CW-024	Contracts: See Agreements				S / I	Yes: After QC & OD	
	CW-025	Copies / duplicates of any record	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	The City Manager may authorize destruction of duplicate records no longer required, provided the original record is retained - BMC §2-1-1007; AP I-8 GC §34090.7
Dept. that **Authors** Document or Receives the City's Original Document (from an outside source)	CW-026	Correspondence - **ROUTINE (IF CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business)** (e.g. Administrative Files, ~~Chronological Files~~, e-mail / email with SUBSTANTIVE content, General Files, Letters, Memorandums, Miscellaneous Reports, Press Releases, Public Records Requests, ~~Reading Files, Working Files,~~ etc.) SUBSTANTIVE synonyms: Significant, Meaningful, Considerable, Essential ~~IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business~~	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose v. Superior Court (2017) 2 Cal.5th 608; GC §34090

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Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-027	Correspondence - **Content NOT Substantive**, / NOT made / retained for the purpose of preserving the informational content for future reference (see comments) Transitory documents such as calendars, checklists, social media posting, invitations, instant messaging, logs, mailing lists, meeting room registrations, supply inventories, telephone messages, transmittal letters, thank yous, requests from other cities, Teams ~~staff~~ videoconference chats, notes / recordings, undeliverable envelopes / returned mail, visitors logs, voice mails, etc., unless content substantive.	When No Longer Required, or 90 days, whichever is Shorter		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Electronic and paper records are categorized, filed and retained based upon the **CONTENT of the record.** Records where either the **CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business**, or ARE made or retained for the purpose of preserving the informational content for future reference **are SAVED by placing them in an electronic or paper (project) file folder and retained for the applicable retention period** of that project. If not mentioned here, consult the City Attorney to determine if a record is considered transitory/ preliminary drafts. GC §34090, GC §§ 7927.500, 64 Ops. Cal. Atty. Gen. 317 (1981); City of San Jose v. Superior Court (2017) 2 Cal.5th 608

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Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-027.1	Correspondence - **Emails / E-mails - Content NOT Substantive,** / NOT made / retained for the purpose of preserving the informational content for future reference (see comments). Transitory documents such as calendars, checklists, invitations, instant messaging, logs, mailing lists, meeting room registrations, supply inventories, telephone messages, transmittal letters, thank yous, requests from other cities, undeliverable envelopes / returned mail, visitors logs, voice mails, etc., unless content substantive.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Electronic and paper records are categorized, filed and retained based upon the **CONTENT of the record.** Records where either the **CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business**, or ARE made or retained for the purpose of preserving the informational content for future reference **are SAVED by placing them in an electronic or paper (project) file folder and retained for the applicable retention period** of that project. If not mentioned here, consult the City Attorney to determine if a record is considered transitory/ preliminary drafts. GC §34090, GC §§ 7927.500, 64 Ops. Cal. Atty. Gen. 317 (1981); City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Lead Dept.	CW-029	Drafts / Notes: Drafts that are revised (retain final version)	Until the adoption of the final document.		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §34090,GC §§ 7927.500
Lead Dept.	CW-030	Facility Use Applications / Facility Use Permits / Room Reservation Applications	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-031	GIS Database / Data / Layers (both City-wide / Specialized)	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.

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Lead Dept. (Managing the Grant)	CW-032	Grants (**UNSUCCESSFUL** Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Managing the Grant)	CW-033	Grants / CDBG / Reimbursable Claims / FEMA / OES Reimbursement Claims / Subventions **(SUCCESSFUL** Reports, other records required to pass the funding agency's audit, if required) Send Grant Financial Reports to Finance Applications (successful), program rules, regulations procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - **5 years**, unless Grant Conditions requires longer retention		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(a)(7), ~~OMB Circular A-133;~~ GC §34090
Lead Dept.	CW-034.1	Hazardous Waste Manifests	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference (City has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §34090
Lead Dept.	CW-036	Leave Slips	When No Longer Required, or 90 days, whichever is shorter.		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary draft / transitory record; GC §34090

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HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-038	Material Data Safety Sheet (MSDS) / Safety Data Sheets (SDS) / Chemical Use Report Form (/ records of the chemical / substance / agent, where / when it was used)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous MSDS may be obtained from a service; **MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years**; Applies to qualified employers; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 910.1020(d)(1)(ii)(B), GC §34090
Lead Dept.	CW-041	Newspaper Clippings / Online News Articles	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records - may be obtained from the newspaper company; GC §34090
Staffing Dept.	CW-042	Notices: Public Hearing Notices, Affidavit of Posting (City Clerk maintains Legal Advertising)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for some Municipal Government actions is 3 - 6 months; CCP §§335 et seq, 349.4; GC §§34090, 54960.1(c)(1); 65009(c)(1)
Manag. Services / Human Resources	CW-044	Personnel Files **Retained at the Department/Division level** (When an employee transfers to a different department, / separates from the City, the file should be sent to Management Services) Send all originals to Human Resources	Upon Separation or Transfer, Send to Management Services	Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Ensure records kept in Department files comply with City policy (all originals are sent to Human Resources); GC §34090.7
Lead Dept.	CW-045	Personnel Files **(Supervisor's Notes)**	2 years (After Incorp. In Evaluation)	Before Annual Performance Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-046	Personnel Work Schedules	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept. (Who Operates the Vehicle)	CW-047	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	13 CCR 1234(e); VC 34505.5(c); 49 CFR 396.11; GC §34090
Responding Dept.	CW-047.5	Photographs, Videos of Events	Response + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary draft / Content Not Substantive (retention is placed on the final plan, report or brochure); GC §34090 et seq.
Responding Dept.	CW-048	Public Records Act Requests	Response + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retention period is for responses created to PRA requests only. Any records produced with response remain subject to relevant retention periods; GC §34090
Lead Dept.	CW-049	Public Relations / Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-050	Purchase Orders - **Department POs - Under $5,000**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; consistent with municipal government auditing standards; Finance retains Purchase Orders over $5,000; GC §34090
Lead Dept. (Who Ordered the Appraisal)	CW-052	Real Estate Appraisal Reports (Acquisition / Sale): Property **NOT** purchased, Loans not funded, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; GC §§34090, 7928.705
Lead Dept. (Who Ordered the Appraisal)	CW-053	Real Estate Appraisal Reports (Acquisition / Sale): **Purchased** Property, Funded Loans	5 years after Purchase Completed	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~inactive~~	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(a)(7); GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-055	Reference Materials: Policies, Procedures, Brochures, Handbooks, Manuals, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies, Newsletters / Reports (if not provided in the schedule.): Produced by **YOUR Department**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-056	Reference Materials: Policies, Procedures, Brochures, Handbooks, Manuals, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies, Newsletters / Reports (if not provided in the schedule.): Produced by **OTHER Departments**	When Superseded, or No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
	CW-057	Reference Materials: Policies, Procedures, Brochures, Handbooks, Manuals, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies, Newsletters / Reports (if not provided in the schedule.): Produced by **OUTSIDE ORGANIZATIONS** (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-Records
Lead Dept.	CW-058	Reports / Studies (**Historically significant** - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-059	Reports / Studies (**other than Historically significant** ~~reports~~ - e.g. Annual Reports)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Information is outdated after 5 years; GC §34090

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HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-061	Safety: OSHA Inspections / Citations, Log 200 / Log 300, 301, 301A, Safety Committee Minutes	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090.7; LC §6429c
Lead Dept.	CW-062	Speaker Cards, Meeting Notes (submitted at public meetings)	When Minutes are Approved		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transitory records not retained in the ordinary course of business (used to accurately produce minutes); GC §34090 et seq.
Lead Dept.	CW-063	Special Event Permits	Expiration + 2 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-063.1	Subject Files	2 years from completion or when no longer required, whichever is longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-064	Surveys / Questionnaires (that the City issues). Responses, Reports / Summaries	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-066	Time Sheets / Time Cards / Time Logs (With Employee Signatures)	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (only the summaries or exception reports are sent to Payroll); Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 -10 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §34090

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Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-066.5	Training **EMPLOYEE RECORDS** (If Records are Created - filed by Employee Name) **Required Information by Employee for all Employee Training for Separation + 5 years:** Employee Name Training Provider's Name Date Duration (length) Core Competencies / Skills Certifications / Qualification Documents	Separation + 5 years		Mag			LC §§1198.5, 6401.9(f), 6429(c); 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); 53238.3(b)
Lead Dept. (Presenting the Training)	CW-067	Training Presented by Staff - ALL **COURSE** RECORDS Attendance Rosters, Sign-in Sheets, Outlines / Materials: includes Ethics, Fiscal & Financial, Harassment, Workplace Violence, Safety Training, Tailgates)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Ethics, Fiscal & Financial Harassment & Workplace Violence Training is 5 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 ~~2~~ ~~3~~ years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); , 53238.3(b); LC §6401.9(f)

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RECORDS RETENTION SCHEDULE: BURBANK WATER and POWER

(Customer Service / Marketing, Electric, Finance, Power, Technology, Water)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / CUSTOMER SERVICE / MARKETING								
BWP / Customer Service / Marketing	BWP-007	Accounts Receivable: Billing Backup for BWP Projects, Cash Exceptions, Cash Sheets, Create Transfer Records, Deposit Worksheets (FP, RP, Clipboard), Electronic Payments	Project Completion + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); 18 CFR 125.3; GC §34090
BWP / Customer Service / Marketing	BWP-008	Armored Manifest Books	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-010	Bankruptcies - BWP Customers - **WHERE A CLAIM IS FILED**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (negative information remains on credit ratings for 7 years); GC §34090
(Bank)	BWP-10.1	Bankruptcies - BWP Customers - **NO CLAIM FILED**	Not More than 90 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not City records (account is closed and bankruptcy noted in database)
BWP / Customer Service / Marketing	BWP-011	Bill Inserts / Marketing	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
(Bank)	BWP-11.1	Checks deposited to Bank (City scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	These are bank instruments, and not City records; per bank agreement.
BWP / Customer Service / Marketing	BWP-012	Collections / Master Collection List / Write Offs / Collection Agency Assignments (/ associated disputes)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (negative information remains on a customer's credit rating for 7 years; GC §34090

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(Customer Service / Marketing, Electric, Finance, Power, Technology, Water)

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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / Customer Service / Marketing	BWP-013	Complaint Tags / Service Tags	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-014	Conservation Records	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
BWP / Customer Service / Marketing	BWP-015	Credit Card Receipts (Summaries are sent to City Treasurer)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-016	Customer Account Adjustment Backup	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-017	Customer Receipts (Payment stubs / receipts)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
BWP / Customer Service / Marketing	BWP-018	Customer Service **Database**	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Data is interrelated); Data cannot be destroyed, written over, or altered without approval by City Council; 18 CFR 125.3; GC §34090
BWP / Customer Service / Marketing	BWP-019	Hang Tag List: Discontinuance Notices (DEWNS / CREMS)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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BWP / Customer Service / Marketing	BWP-020	Large Customer Meetings, Public Relations (e.g. Warner Bros., etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Customer Service / Marketing	BWP-021	Life Support Application / Life Line (Seniors, Disabled Persons, Low Income) / Burbank Utility Service Subsidy (BUSS) for income-qualified customers	Denial or Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-021.1	Medical Necessity Customers (Emergencies / Shut-offs - Customers who must have electricity / water for critical medical equipment)	Expiration + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Confidential; Department preference; GC §34090
BWP / Customer Service / Marketing	BWP-022	Meter Databases: Data pulse, Remote Locations, Tampering, Time of Day, etc.	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; This data cannot be destroyed without Council approval; GC §34090
BWP / Customer Service / Marketing	BWP-023	Miscellaneous Receipts	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); 18 CFR 125.3; GC §34090
BWP / Customer Service / Marketing	BWP-024	Project Share Processed Vouchers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); 18 CFR 125.3;GC §34090
Lead Dept.	BWP-026	Public Relations / Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Customer Service / Marketing	BWP-027	Rebate Programs / Toilet Rebates, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090

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BWP / Customer Service / Marketing	BWP-028	Residential / Commercial Applications for Service	Termination + 4 ~~2~~ years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	18 CFR 125.3; GC §34090
BWP / Customer Service / Marketing	BWP-029	Service Requests - Connects / Disconnects - Electric / Water (entered into Database)	Indefinite	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
BWP / Customer Service / Marketing	BWP-029.1	Water Billing: Appeals - Payment Delinquency / Impending Discontinuation	Final Decision + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
BWP / Customer Service / Marketing	BWP-029.2	Water Billing: Non-payment Notices / Notice of Payment Delinquency / Impending Discontinuation (Initial, Final)	Date of Notice + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
BWP / Customer Service / Marketing	BWP-029.3	Water Billing: NSF Checks / Adjustments to Customer accounts	Date of Notice + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
BWP / Customer Service / Marketing	BWP-029.4	Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116910
BWP / Customer Service / Marketing	BWP-029.5	Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	When Superseded; Minimum 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Must post to Website; H&S §116906; GC §34090

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BWP / Customer Service / Marketing	BWP-029.6	Water Billing: Report of Annual Discontinuations of Residential Service	Minimum 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Must post to Website; H&S §116918; GC §34090

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BWP / ELECTRIC SERVICES								
BWP / Electric Services / Customer Service	BWP-030	Electric Service Orders - Service Confirmations / Complaints **Database** /Customer Information System **Database**	Indefinite	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; 18 CFR 125.3 GC §34090
BWP / Electric Services	BWP-031	Electric Service Orders - **Service Confirmations** / CIS-Banner with **Hard Copy Drawings**	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090
BWP / Electric Services	BWP-032	Electric Service Orders - **Complaints** (Work Completed in the Field) - Crewmembers findings with signatures / initials	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090
BWP / Electric Services	BWP-033	Equipment Sheets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Electric Services	BWP-035	Job Orders / WAM (Work / Asset Management) / Lifecycle Works - **Hard Copies (Completed Paper Versions with field notes)**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
BWP / Electric Services	BWP-034	Job Orders **Database** / WAM (Work / Asset Management) **Database** / Lifecycle Works	Indefinite - Until Superseded or Updated	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Only used for databases where information is continually updated or superseded; Data is interrelated; GC §34090
BWP / Electric Services	BWP-036	Joint Pole Agreements	When Asset Removed from Service + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / Electric Services	BWP-036.1	Lockout-Blockout / Lockout-Tagout	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Lead Div.	BWP-037.1	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Administration File** Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, Real Estate Appraisals, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §§336(a), 337 et. seq., 18 CFR 125.3; GC §34090
BWP / Lead Div.	BWP-038	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Permanent File** Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, O&M Manuals, Photos, Soils Reports, Studies, Submittals, Surveys, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; 18 CFR 125.3; GC §34090
BWP / Lead Div.	BWP-039.1	Underground Service Alerts (USA's) / Dig Alerts - BWP	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; entered into DigAlert Software; the Excavator, Operator and the Regional Notification Center has the ~~all have an~~ obligation to retain the notice for 3 years; GC §§4216.2(f); GC §34090

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BWP / Electric Services	BWP-040	Work Orders	10 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090, 12168.7

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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / FINANCE (BWP)								
Financial Services / Accounting	BWP-041	Financial Services **Database**	Indefinite (Minimum 10 years)	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; FERC requires 10 years for GLs, Subsidiary Ledgers and Journal Vouchers; 18 CFR 125.2 & 125.3; GC §34090
BWP / BWP Finance	BWP-043	Risk Management Meeting Minutes / Risk Oversight Committee Meeting Minutes	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; OSHA requires 5 years for safety records; State law requires 2 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960, 34090
BWP / BWP Finance ~~Financial Services / Purchasing~~	BWP-043.5 ~~FN-062~~	Vehicle Titles "Pink Slips" for BWP Vehicles	Upon Sale of Vehicle		Mag, Mfr, OD, Ppr	S / I		Provided to new owner upon sale; GC §34090

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BWP / POWER SUPPLY								
BWP / Power Supply	BWP-044	California Energy Commission (CEC) Licenses / Regulatory Correspondence that is Tied to an Asset	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-045	California Energy Commission (CEC) Reports	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 18 CFR 125.3; GC §34090
BWP / Power Supply	BWP-047	Department of Energy (DOE) Licenses / Regulatory Correspondence that is Tied to an Asset	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-048	Department of Energy (DOE) Reports	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 18 CFR 125.3; GC §34090
BWP / Power Supply	BWP-049	Environmental / Electrical Equipment Disposal - Hazardous Material	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
BWP / Power Supply	BWP-049.3	Environmental Records (CARB with Cap-and-Trade Obligation) Reports, Inspections, Audits, Enforcement, Submittals, Plans, Training Records, Logs, Procedures.	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	17 CCR § 95105; GC §34090 et seq.
BWP / Power Supply	BWP-049.4	Environmental Records (EPA SPCC, EPA NPDES, EPA GHG, SWRCB IGP and Vault Dewatering Permit, Wastewater local permit,) Reports, Inspections, Audits, Enforcement, Submittals, Plans, Training Records, Logs, Procedures.	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR § 98.3(g); 40 CFR § 112.7(e); 40 CFR § 122.41; GC §34090 et seq.

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BWP / Power Supply	BWP-049.5	Environmental Records (EPA Title V, SCAQMD, Cal ARP, CARB no Cap-and-Trade Obligation) Reports, Inspections, Audits, Enforcement, Submittals, Plans, Training Records, Logs, Procedures.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR § 70.6(a)(3)(ii)(B); 17 CCR § 95105; GC §34090 et seq.
BWP / Power Supply	BWP-050	Facility Histories / Infrastructure Design	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090; 18 CFR 125 et seq.
BWP / Power Supply	BWP-051	FERC (Federal Energy Regulatory Commission) Inspections that are Tied to an Asset	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-052	FERC (Federal Energy Regulatory Commission) Licenses / Regulatory Correspondence that is Tied to an Asset	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Lead Dept.	BWP-127	Generator Operations Logs / Inspections (all Generators)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (stationary generators are 5 years, Portable /emergency generators are 5 years); AQMD Rule 1470; Form 400–E–13a instructions, GC §34090 et. seq.
BWP / Power Supply	BWP-053	Load Records	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 18 CFR 125.3. GC §34090;
BWP / Power Supply	BWP-054	Logs / Diaries	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-055	Manifest (EPA Standard)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: BURBANK WATER and POWER

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BWP / Power Supply	BWP-056	NERC (North American Energy Corporation) **Audits**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-057	Power Outage Report Database	Indefinite		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
BWP / Power Supply	BWP-058	Power Outage Reports	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; The database is the original; GC §34090 et seq.
BWP / Power Supply	BWP-059	Power Production Operating Data Logs	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-060	Power Trading / Power Scheduling (Check Out Worksheets)	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference auditing standards are 5 years,; ; GC §34090
BWP / Power Supply	BWP-061	Power Trading / Power Scheduling (Confirmations, Invoices)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (audited every 6 years); GC §34090
BWP / Power Supply	BWP-062	Power Trading / Power Scheduling (Generation Worksheets)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (audited every 6 years); GC §34090
BWP / Power Supply	BWP-063	Power Trading / Power Scheduling (Pathing Sheets)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (audited every 6 years); GC §34090
BWP / Power Supply	BWP-064	Power Trading / Power Scheduling (Voice Recordings)	10 years		Mag, Ppr			Department Preference (audited every 6 years); GC §34090

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BWP / Lead Div.	BWP-065	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Administration File** Project Administration, Certified Payrolls, Project Schedules, Progress meetings, Real Estate Appraisals, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §§336(a), 337 et. seq., GC §34090
BWP / Lead Div.	BWP-066	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Permanent File** Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Construction Management Logs, Daily Inspection Diary, Notice of Completion, O&M Manuals, Photos, Soils Reports, Studies, Submittals, Surveys, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; GC §34090; 18 CFR 125 et seq.
BWP / Power Supply	BWP-069	Regulatory Filings (FERC, CEC, NERC, etc.)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 18 CFR 125.3; GC §34090
BWP / Power Supply	BWP-070	Sampling / Circular / Strip Charts	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-071	SCADA Database (Power) (Supervisory Control / Data Acquisition) - ECC	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; GC §§34090, 12168.7

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BWP / Power Supply	BWP-072	SCADA Log Books	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-074	Switching Order Logs	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
BWP / Power Supply	BWP-075	Utility Standards	Superseded + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-076	WECC (Western Electricity Coordination Council) **Audits**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / TECHNOLOGY								
BWP / Technology	BWP-077	License - FCC	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Technology	BWP-078	Communications - Frequency Coordination Files Supporting Files that Support Concurrence Letters that are a Condition of City's FCC License	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Needs to be permanent as these are supporting files that support our concurrence letters that are a condition of our FCC Licenses; GC §34090
BWP / Technology	BWP-079	Communications - Priority Correspondence	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Technology	BWP-080	Communications - Subject / Correspondence Files	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Technology	BWP-081	Concurrence Letters Supporting Concurrence Letter that are a Condition of City's FCC License	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Needs to be permanent as these are supporting files that support our concurrence letters that are a condition of our FCC Licenses; GC §34090
BWP / Technology	BWP-082	Estimates - Preliminary, In Process, Completed	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Technology	BWP-083	Fiber Optic / Network Drawings	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
BWP / Technology	BWP-084	Systems Support: Fiber optics / Communications / Leases	Termination + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / WATER DISTRIBUTION								
BWP / Water Dist.	BWP-085.1	Backflow Testing / Cross Connection Testing	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; exceeds SWRCB Cross-Connection Control Policy Handbook Section 3.5.1 requires records be retained for the previous three calendar years,; ~~17 CCR 7605(f);~~ GC §34090

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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / Water Dist.	BWP-085	Chains of Custody: **Bacteriological / Organics**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Actual laboratory reports may be kept, or data may be transferred to tabular summaries; State law requires 5 years; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470
BWP / Water Dist.	BWP-086	Chains of Custody: **Chemical** (Includes Chlorine Residuals) Disinfectant Residuals, Disinfection Byproducts, / Disinfection Byproduct Precursors)	12 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (10 years is required); 40 CFR 141.33(a); 22 CCR §§64470, 64537, ~~64692~~
BWP / Water Dist.	BWP-087	Chains of Custody: **Lead / Copper**	12 years, , or 2 Compliance Cycles, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Lead and Copper are required for 12 years or 2 compliance cycles (some compliance cycles are nine years); 22 CCR 64400.25; 22 CCR §64470; 22 CCR 64690.80; 40 CFR 141.33(a); 40 CFR 141.91
BWP / Water Dist.	BWP-089	Customer Concerns / Customer Complaints: Odor / Taste / Visual Complaints about Potable Water	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470(a)
BWP / Water Dist.	BWP-091	Environmental Agencies / Regulatory Agencies (EPA, DHS, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Water Dist.	BWP-092	Fire Hydrant Flow Tests (Development / Maintenance) - **Database**	Indefinite - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (data is interrelated); GC §34090
BWP / Water Dist.	BWP-093	Fire Hydrant Flow Tests (Development / Maintenance) - **Paper**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (valves are exercised every year); GC §34090
BWP / Water Dist.	BWP-095	Hydrant Meters - Rentals / Temporary (Pools, Construction)	End of Rental + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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BWP / Water Dist.	BWP-094	Inspections for Underground Vaults	Next Inspection + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (inspections are conducted every year); GC §34090
Division Providing Service / Work	BWP-096	Job Orders - 1000 - 6999 Series - **(Work done by Other Divisions for Water)**	Copies - When No Longer Required or 90 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CCP §§338 et seq., 340 et seq., 342,- GC §34090.7
Division Providing Service / Work	BWP-097	Job Orders - 2400 Series - **(Domestic Water Service)**	Completion + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets DHS requirements for water distribution systems); CCP §§338 et seq., 340 et seq., 342, GC §34090
Division Providing Service / Work	BWP-098	Job Orders - 8000 range **(Multifamily Dwellings)**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (5 years meets DHS requirements for water distribution systems); CCP §§338 et seq., 340 et seq., 342, GC §34090
Division Providing Service / Work	BWP-099	Job Orders - **All Information Entered in CMMS Database**	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	BWP-100	Job Orders - **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
BWP / Water Dist.	BWP-101	Log Book (Pump Houses)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Water Dist.	BWP-102	NPDES Monitoring Reports (Water Operations)	Expiration + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41

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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / Water Dist.	BWP-103	NPDES Permits - Water Distribution	Expiration + 3 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
BWP / Water Dist.	BWP-104	Operating Permit	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department preference; GC §34090
Lead Div.	BWP-105	Operations / Maintenance Manuals / O&M Manuals	Disposal of Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
BWP / Lead Div.	BWP-105.1	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Administration File** Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, Real Estate Appraisals, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, CCP §§336(a), 337 et. seq., GC §34090
BWP / Lead Div.	BWP-105.2	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Permanent File** Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, O&M Manuals, Photos, Soils Reports, Studies, Submittals, Surveys, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; GC §34090
BWP / Water Dist.	BWP-105.4	Public Notices - Potable Water (Tier 1, 2, / 3)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR §64470; GC §34090

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BWP / Water Dist.	BWP-105.6	Reservoirs: **Flushing, Disinfection / Cleaning**	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Flushing, Disinfection, Inspection and Cleaning is required for 3 years; 22 CCR §64604(c); GC §34090
BWP / Water Dist.	BWP-106	SCADA Database (Water) (Supervisory Control / Data Acquisition)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; GC §§34090, 12168.7
BWP / Water Dist.	BWP-107	Service Orders - Meter Location Maps	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Water Dist.	BWP-108	Source Water Analysis / Reports / Sampling: **Bacteriological / Organics**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 141.33(a)
BWP / Water Dist.	BWP-109	Source Water Analysis / Reports / Sampling: **Chemical** (Includes Chlorine Residuals)	12 years		Mag, Mfr, OD, Ppr	S / I	Yes (after QC)	State law requires 12 years, Federal 10 years; 40 CFR 141.33(a); 22 CCR §64470
BWP / Water Dist.	BWP-110	Source Water Analysis / Reports / Sampling: **Lead / Copper**	12 years		Mag, Mfr, OD, Ppr	S / I	Yes (after QC)	Required for 12 years or 2 compliance cycles; 40 CFR 141.91
BWP / Water Dist.	BWP-112	Superfund Project / Burbank Operable Project (Water Quality, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes (after QC)	Department preference; GC §34090
BWP / Lead Div.	BWP-113	Underground Service Alerts (USA's) / Dig Alerts - Water	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; entered into DigAlert Software; the Excavator, Operator and the Regional Notification Center has the ~~all have an~~ obligation to retain the notice for 3 years; GC §§4216.2(f); GC §34090
City Clerk	BWP-114	Urban Water Management Plans (UWMP)	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies) GC §34090.7
BWP / Water Dist.	BWP-115	Videos - Water Wells, Repairs, Reservoirs, Tanks, etc.	Life of the Asset		Mag			Department preference; GC §34090
BWP / Water Dist.	BWP-116	Vulnerability Assessment / Emergency Response Plan / Risk / Resiliency Assessment / Hazard Mitigation Plan	Superseded + 5 ~~2~~ years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Confidential; 42 USC 300i-2(c); GC §34090 et seq

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(Customer Service / Marketing, Electric, Finance, Power, Technology, Water)

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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / Water Dist.	BWP-118	Water Production Reads / Reports (to State DHS / DWR)	From Reporting + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Exceeds California Department of Health requirements (3 years); GC §34090
BWP / Water Dist.	BWP-119	Water Quality Reports / Consumer Confidence Reports	12 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Required for 12 years or 2 compliance cycles; 40 CFR 141.33(a); 40 CFR 141.155. 22 CCR §64470; 22 CCR §64483(g); GC §34090
BWP / Water Dist.	BWP-121	Water Survey Books	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; This is Best Practice to keep records and in line with industry standards, could affect real property; GC §34090
BWP / Water Dist.	BWP-122	Well Records (includes Destroyed / Abandoned Wells)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: CITY ATTORNEY

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY ATTORNEY								
City Attorney	CA-002	Outside Counsel Bills	Termination of Service + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~5 years~~	Department Preference (meets municipal government auditing standards); GC §34090
City Attorney	CA-003	Airport Related Files (Including Litigation) Final Documents Only	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~5 years~~	Department Preference; GC §34090
City Attorney	CA-004	Amicus Briefs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-005	Bankruptcies	Final Resolution + 2 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained for auditing purposes; GC §34090
City Attorney	CA-006	Citations / Criminal Complaints	Incident Date + 7 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Settled~~	City Attorney is OFR for the Claim; GC §34090.7
City Attorney	CA-007	Citations / Criminal Complaints: Misdemeanor - Adult Marijuana / Cannabis - HS §11357(b)(c)(d)(e) / HS §11360(b) (with procedure in HS §11361.5)	Incident Date + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); GC §68152(e)(8)
City Attorney	CA-007.1	Closed Session Notes	Resolution + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Develop. / Code Enforcement	CA-008	Code Enforcement Files	Current + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies / preliminary drafts); GC §34090.7

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Attorney	CA-008.5	Criminal Case Appeals	Final Resolution +25 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained for auditing purposes; GC §34090
City Attorney	CA-010	~~Lawsuits /~~ Litigation Case Files - **Final Settlement Agreements / Judgements** For closed cases starting 2016, electronic copies of settlement agreement / judgement only must be kept electronically permanently. For cases closed before 2016, entire case to be destroyed after 10 years.	P	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~5 years~~	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§945, 34090, 34090.6~~; PC §832.5~~
City Attorney	CA-011	Lawsuits / Pitchess Motions / Litigation Case Files	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§945, 34090, 34090.6; PC §832.5
City Attorney	CA-012	Legal Research Memos / Legal Opinions	Current + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-012	Prosecution Declinations	Incident Date + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained for auditing purposes; GC §34090
City Attorney	CA-014	~~Claims /~~ Potential Litigation	Incident Date ~~End of Statute of Limitations~~ + 6~~2~~ years except: real property or sexual abuse of minor		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	~~State requires for at least 5 years for Civilian complaints against peace officers; other State & Federal laws require retention until final disposition of formal complaint~~; State requires 2 years after action is taken; Statute of Limitations is 1 - 4 years for ~~misconduct~~ claims, 10 years for property, sexual assault of minor dependent upon date of incident; CCP §§ 312-365; ~~EVC §1045,~~ GC ~~§§12946, 12960~~, 34090~~, PC §832.5, VC §2547~~

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City Attorney	CA-017	Subject Files	2 years from Completion or When No Longer Needed, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-017.1	Third Party Subpoena Files ~~(Except Police)~~	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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CITY CLERK								
City Clerk	CC-001	Affidavits of Publications / Proof of Publications / Legal Advertising	Publication + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Proof of Publications are tied to project file (see project file); Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations for some Municipal Government actions is 3 - 6 months; CCP §§335 et seq, 349.4; GC §§34090, 54960.1(c)(1); 65009(c)(1)
City Clerk	CC-003	Agenda Staff Reports: City Council, Successor Agency, RA (Redevelopment Agency), HA (Housing Authority), Parking Authority, Public Financing Authority, Youth Endowment Services Fund Board	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Staff Reports pertaining to infrastructure are retained permanently in the City Clerk's Office (CCO); some are filed with bid schedules and current project files of the originating department; Department Preference (The minutes are the permanent record); GC §34090 et seq.
City Clerk	CC-055	Agendas: City Council, Successor Agency, RA (Redevelopment Agency), HA (Housing Authority), Parking Authority, Public Financing Authority, Youth Endowment Services Fund Board	When Minutes Are Completed Minimum of 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et. seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-005	Agreements / Contracts - **(ALL INFRASTRUCTURE) MOUS, Developer Agreements, Environmental Agreements, Franchises** *Agreement / Contract includes all contractual obligations (e.g. Amendments / Scope of Work / Successful Proposal / Notice of Completion)* **Examples of Infrastructure:** Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property / property restrictions, redevelopment, reservoirs, sewers, sidewalks, street / alley improvements, settlement, subdivisions, utilities, water, etc.	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: Upon Completion	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703

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City Clerk	CC-005.1	Agreements / Contracts - (**ALL NON-INFRASTRUCTURE) PSAs (Professional Service Agreements), Leases, Classroom, etc.** *Agreement / Contract includes all contractual obligations (e.g. Amendments / Scope of Work / Successful Proposal / Notice of Completion)* **Examples of Non-Infrastructure:** Consultants, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.	Termination + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: Upon Completion	Department Preference; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CC-006	Bid Schedules - Public Projects (Public Works Projects): **Agreements, Amendments, Change Orders, Staff Reports, Notice of Completions**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-007.1	Boards Applications - **Unsuccessful /** Commission Applications - **Unsuccessful**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-007.2	Boards / Commission Applications - **Successful**	End of Term + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-007.3	Boards / Commission History Book	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-007.4	Boards / Commission Maddy Act List	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-010	Charter / Amendments	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Mang. Services / Risk Manag.	CC-012	Claims Against the City (Forwarded to Risk Management)	2 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: after imaged	All originals filed with Risk Management, Department preference; GC §34090.7
City Clerk	CC-015	Drug / Alcohol Test for Council Members	Term of Office + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-016	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **DESIGNATED EMPLOYEES / CONSULTANTS** (specified in the City's Conflict of Interest code)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	City maintains original statements; GC §81009(e)&(g)
City Clerk	CC-016.1	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **ELECTRONICALLY FILED**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Department preference; Only Campaign Statements filed electronically are required for 10 years; ~~City maintains copies only; original statements are filed with FPPC;~~ GC §81009(f)(g); GC §84615
City Clerk	CC-017	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **PUBLIC OFFICIALS** (Elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer, City Attorney - "87200 filers")	Termination of Office + 7 – years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Department Preference; as of January 1, 2025, the FPPC is the Filing Officer for 87200 filers; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
City Clerk	CC-017.1	Economic Interest Filings (FPPC Form 602 or 635) - Lobbyist Authorization / Reporting	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department preference; 2 CCR 18615(f)
City Clerk	CC-018	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Must post on website; FPPC Forms Retention Summary for Filing Officers; GC §81009(e)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-019	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Should post on website for 4 years; FPPC Forms Retention Summary for Filing Officers; GC §81009(e)
City Clerk	CC-019.1	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	FPPC Regulation 18734(c); FPPC Forms Retention Summary for Filing Officers; GC §81009e
City Clerk	CC-019.2	FPPC Form 804 (Agency Report of New Positions)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	FPPC Regulation 18734(c); FPPC Forms Retention Summary for Filing Officers; GC §81009e
City Clerk	CC-019.3	FPPC Form 805 (Agency Report of Consultants)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	FPPC Forms Retention Summary for Filing Officers; GC §34090; GC §81009(e)
City Clerk	CC-019.4	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Must post on website; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY CLERK / ELECTIONS - CONSOLIDATED								
City Clerk / Elections	CC-020	Candidate File: Campaign Disclosure Statements (FPPC 400 Series / 501 Form) Nomination Papers, Candidate Statements: **SUCCESSFUL CANDIDATES** (Elected Officials) Includes Successful Candidates that file Form 460s / 470s electronically	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC ~~2 years~~	Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Data that has been maintained for at least 10 years may then be archived in a secure format; ~~Paper must be retained for at least 2 years;~~ Nomination papers; CA law states term of office and 4 years after the expiration of term; EC §17100CCP§583.320(a)(3); GC §81009(b)&(g); GC §84615(i)
City Clerk / Elections	CC-021	Candidate File: Campaign Disclosure Statements (FPPC 400 Series / 501 Form) Nomination Papers, Candidate Statements: **UNSUCCESSFUL CANDIDATES** Includes Unsuccessful Candidates that file Form 460s / 470s electronically, / those Without Committees that Don't File Electronically	Date of Election + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC ~~2 years~~	Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Candidates without committees are not required to file their statements , reports or copies online or electronically; ~~Paper must be retained for at least 2 years;~~ Nomination papers: CA law states term of office and 4 years after the expiration of term; EC §17100CCP§583.320(a)(3); GC §81009(b)&(g); ~~GC §84615~~
City Clerk / Elections	CC-021.1	Campaign Disclosure Statements (FPPC 400 Series Forms, 501 Form): **UNSUCCESSFUL CANDIDATES, ELECTRONICALLY FILED - WITH / WITHOUT** Committees	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC ~~2 years~~	Department preference; Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Candidates without committees are not required to file their statements , reports or copies online or electronically; ~~Paper must be retained for at least 2 years;~~ Nomination papers: CA law states term of office and 4 years after the expiration of EC §17100; CCP§583.320(a)(3); GC §81009(b)&(g); ~~GC §84615~~

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk / Elections	CC-022	Campaign Disclosure Statements (FPPC 400 Series Forms): **THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK** (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	~~Paper must be retained for at least 2 years;~~ GC §81009(f)&(g)
City Clerk / Elections	CC-023	Campaign Disclosure Statements (FPPC 400 Series Forms): **OTHER COMMITTEES** (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	~~Paper must be retained for at least 2 years;~~ GC §81009©&(g)
City Clerk / Elections	CC-024	Elections - **ADMINISTRATION** Files (Correspondence, Precinct Maps, County Election Services, etc.)	4 years		Mag, Ppr			Department preference; GC §34090, BMC 2-3-2301 - 2303
City Clerk / Elections	CC-025	Elections - **HISTORICAL** (Sample ballot, Certificate of Election,	P		Mag, Mfr, OD, Ppr	S	No	Retained for Historical Value, GC §34090
City Clerk / Elections	CC-026.1	Elections - Petitions (Initiative, Recall / Referendum) - **IF INSUFFICIENT - IF Examined by Proponents**	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; If the insufficient petition is NOT examined by the proponent(s), it has a retention of 8 months after final examination by the elections official, unless there is a legal or FPPC proceeding. If the petition is examined by the proponent(s), the petition has a retention of 1 year after examination. EC §§17200(b)(3), 17400
City Clerk / Elections	CC-026.2	Elections - Petitions (Initiative, Recall / Referendum) - **IF INSUFFICIENT - NOT Examined by Proponents**	Determination of Insufficiency + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after the City Clerk makes the determination of insufficiency / examines the petitions. unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400

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City Clerk / Elections	CC-026.3	Elections - Petitions (Initiative, Recall / Referendum) - **IF SUFFICIENT**	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
~~City Clerk~~	~~CC-026~~	~~Petitions (Initiative, Recall / Referendum)~~	~~Results + 8 months or Final Examination + 1 year after petition examination if insufficient~~		~~Ppr~~			~~Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400~~
CITY CLERK / ELECTIONS - STAND-ALONE								
City Clerk / Elections	CC-027	Assessment District Ballots / protest letters, Envelopes - Prop. 218 proceedings	2 years		Ppr			GC §§53753(e)(2), 53755(d)
City Clerk / Elections	CC-028	Ballots - After Election	6 mo.		Ppr			EC §17302
City Clerk / Elections	CC-029	Ballots - After Recount	6 mo.		Ppr			EC §17306
City Clerk / Elections	CC-030	Challenged / Assisted Voters List	6 mo.		Ppr			If uncontested, EC §17304
City Clerk / Elections	CC-031	Inspector Receipts for Ballots	6 mo.		Ppr			EC 17302, 17306
City Clerk / Elections	CC-032	Precinct Officer Appointments	6 mo.		Ppr			EC §17503
City Clerk / Elections	CC-033	Roster of Voters	Date of Election + 5 years		Mag, Mfr, OD, Ppr			EC §17300
City Clerk / Elections	CC-034	Tally Sheets, Logic / Accuracy Test Certifications	6 mo.		Ppr			EC §17304

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk / Elections	CC-035	Vote-by-Mail Applications, Absentee Applications, Roster of Absentee Applications	6 mo.		Ppr			EC §17505
City Clerk / Elections	CC-036	Vote-by-Mail Identification Envelopes, Absentee Identification Envelopes	6 mo.		Ppr			EC §17302
City Clerk / Elections	CC-037	Voter Index Copies used as the Voting Record at Polling Places	6 mo.		Ppr			EC §17304
City Clerk / Elections	CC-038	Voter Index Original	Date of Election + 5 years		Ppr			EC §17001
(End of Elections Section)								
City Clerk	CC-038.1	Enterprise System Catalogue (posted online)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-038.2	Ethics Training Certificates - All Required Filers	Term + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	GC §53235.2(b) GC §§12946, 12960, 34090; 29 USC 1113
City Clerk	CC-040	Historical Records (e.g. Articles of Incorporation, City Seal, Awards of significant historical interest, etc.)	P		Mag, Mfr, OD, Ppr	S / I	No	City Clerk determines historical significance; records can address a variety of subjects and media; GC §34090
City Clerk	CC-044	Oath of Office - Elected Officials / Boards / Commissions, City Manager, City Treasurer, City Clerk, / City Attorney	Termination + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: When Inactive	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-044.1	Meeting notes, Speaker Cards	When Minutes Are Completed		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts; GC §34090 et. seq.
City Clerk	CC-045	Minutes - City Council, Successor Agency, Redevelopment Agency, Housing Authority, Parking Authority, Public Financing Authority, Youth Endowment Services Fund Board, Oversight Board	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-046	Municipal Code Amended Sections / Pages	2 years		Mag, Mfr, OD, Ppr	S / I	No	Department preference; GC §34090 et seq.
City Clerk	CC-047	Ordinances - City Council, Successor Agency, Redevelopment Agency	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §34090 et. seq.
City Clerk	CC-047.2	Passport Receipt Books	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090 et. seq.
City Clerk	CC-047.3	Passport Transmittals	24 months		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	US Passport requirement to destroy forms monthly once retention is met; GC §34090
Lead Dept.	CC-048	Public Employee Fidelity Bonds (Dishonesty, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: When Inactive	Statute of Limitations: Public official misconduct is discovery of offense + 4 years, retirement benefits is 6 years from last action; GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-014	Recorded Documents: Deeds, Easements, Encroachments, Real Property, Dedications, Abandonments, Covenants, Vacations, Rights of Ways Includes Housing Authority	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090
City Clerk	CC-049	Recordings - **VIDEO RECORDINGS** of Meetings / Video Tapes - DVD-R / VCR (ALL) / DVD-Rs: City Council, Planning Commission, Redevelopment / Housing Authority Meetings:	10 years		(Mag)			Department preference; Video recording of meetings are only required for 90 days; GC §§34090.7, 60201
City Clerk	CC-050	Records Destruction Lists / Certificates of Records Destruction	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: 2 years	Department Preference; GC §34090 et. seq.
City Clerk	CC-050.1	Records Retention Schedules / Authorization for Amendments to Retention Schedules	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-051	Resolutions - City Council, Successor Agency, RA (Redevelopment Agency), HA (Housing Authority), Parking Authority, Public Financing Authority, Youth Endowment Services Fund Board, Oversight Board	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §34090 et. seq.
City Clerk	CC-051.1	Secretary of State Statement of Facts / Registry of Public Agencies	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et. seq.
Lead Dept..	CC-054	Subpoenas (forward to Lead Departments)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (copies); GC §34090.7

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RECORDS RETENTION SCHEDULE: CITY MANAGER

(City Council, Public Information Office)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY MANAGER / CITY COUNCIL								
City Manager / City Council	CM-003	Proclamations / Commendations / Certificates / Recognitions (includes requests)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CITY MANAGER								
City Manager	CM-004	Administrative Procedure History	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Manager	CM-007	Subject Files - **High Profile Issues**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CITY MANAGER / PUBLIC INFORMATION OFFICE								
City Manager / PIO	CM-010	Recordings - **Videos / Recordings** (non-City Council meetings)	2 years		(Mag)			Department preference; GC §§34090 et seq.

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RECORDS RETENTION SCHEDULE - CITY TREASURER

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HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
CITY TREASURER								
City Treasurer	CT-001	Bank Contracts	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD ~~Upon Completion~~	Errors and Omissions are not applicable; CCP §§336(a), 337 et. seq., GC §34090
City Treasurer	CT-002	Bank Statements (other than Trust Accounts, which are Financial Services - Sheakly, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal government auditing standards); GC §34090
(Bank)	CT-002.1	Checks deposited to Bank (City scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank's Instructions		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	These are bank instruments, and not City records; per bank agreement.
City Treasurer	CT-003	Daily Batch Work Files (Includes Treasurer's Receipts / Over the Counter Receipts) / Deposit Slips / Misc. Collection Books	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
City Treasurer	CT-004	Daily Cash Balance	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
City Treasurer	CT-005	Daily Investment Activity	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
~~City Treasurer~~	~~CT-006~~	~~Deposit Slips General Account~~	~~1 year~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Department preference (preliminary draft not retained in the ordinary course of business); GC §34090~~
~~City Treasurer~~	~~CT-007~~	~~Escheat (Unclaimed money / uncashed checks)~~	~~Escheat + 2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; Meets auditing requirements CCP §§340(4); GC §34090~~
City Treasurer	CT-009	Fund Accounting Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transitory Records / Preliminary Drafts not retained in the ordinary course of business; Financial system qualifies as a trusted system and can re-create reports accurately; GC §34090
City Treasurer	CT-010	Investments (CDs / Securities)	Maturity + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090

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HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
City Treasurer	CT-011	Liens	P	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~1 year~~	GC §34090(a)
~~City Treasurer~~	~~CT-012~~	~~Miscellaneous Collections Books~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090~~
City Treasurer	CT-013	Promissory Notes (Developers)	Loan Pay-off or Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~1 year~~	Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 24 CFR 570.502(a)(7), GC §34090
~~City Treasurer~~	~~CT-014~~	~~Reconciliations~~	~~5 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Department preference (meets auditing standards); GC §34090~~
City Treasurer	CT-015	Signature Cards / Plates	Inactive + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
~~City Treasurer~~	~~CT-020~~	~~Warrant Registers~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Drafts / Copies (the database is the original); GC §34090.7~~
City Treasurer	CT-020.1	Wires / Wire Transfers (Veba, PEHP, RHS)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal government auditing standards); GC §34090
City Treasurer	CT-021	Warrants (Cashed) - Numerical	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; GC §34090, CCP § 337

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RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT

(Building and Safety, Econ. Dev. / Housing, Section 8, Planning, Transportation)

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COMMUNITY DEVELOPMENT / BUILDING AND SAFETY								
CDD / Building & Safety	CD-009	Board of Building / Fire Code Appeals **AGENDAS, AGENDA PACKETS.**	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD ~~2 years~~	Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
CDD / Building & Safety	CD-011	Board of Building / Fire Code Appeals: Recordings - **AUDIO RECORDINGS** of Meetings / Audio Tapes	1 year		(Mag)			City preference; State law only requires for 30 days; GC §54953.5(b)
CDD / Building & Safety	CD-010	Board of Building / Fire Code Appeals **MINUTES / BYLAWS**	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~10 years~~	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090 et seq.
CDD / Building & Safety	CD-002	Building Permit **Application has Expired**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department Preference; CBC §§104.7, GC §34090
CDD / Building & Safety	CD-003	Building Permit **Database**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference -(required for Life of the Building) Data is interrelated; CBC §§ 1.8.4.3.1, 104.7, and 107.5 GC §34090, H&S §19850
CDD / Building & Safety	CD-005	Building Permits (All Issued)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	GC §34090, CBC §104.7, H&S §19850
CDD / Building & Safety	CD-006	Building Plans / Construction Documents - **Finalled - SINGLE FAMILY RESIDENTIAL - SFR / APPURTENANCES**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; Law requires for the life of the building for commercial only; CBC and UAC require plans be retained 180 days from completion date for residential and appurtenances; CBC §§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5; H&S§19850, GC §34090

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CDD / Building & Safety	CD-007	Building Plans / Construction Documents - **Finalled** - **INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION, TENANT IMPROVEMENTS, PRODUCTION HOMES** (includes commercial structural plans, Hazardous Materials Questionnaire, etc.)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department Preference; Law requires for the life of the building for commercial only; CBC §§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5; H&S§19850, GC §34090
CDD / Building & Safety	CD-007.1	Business License Regulatory Permits / Tobacco Dealers, etc. ("BL")	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090 et seq.
CDD / Building & Safety	CD-019	Business Tax / Business License Permits **Database**	Termination of license or account + 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
CDD / Building & Safety	CD-018	Business Tax Revenue Applications ("BT")	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090 et seq.
CDD / Building & Safety	CD-017	California Building Codes / Uniform Building Codes (CBC, UBC, UPC, UEC, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §50022.6
CDD / Building & Safety	CD-020	Code Violations / Code Enforcement / Abatement Case Files (Includes appeals / Code Enforcement Complaint Letters)	Resolved or Terminated + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Case is open until satisfactorily resolved (some cases are not resolved); City Clerk maintains original staff reports and resolutions that are presented to Council; CFC §104.3.4, GC §34090
CDD / Building & Safety	CD-008	**Construction Notices / Inspection Notices** (correction notices, compliance orders, stop work notices, etc.)	Until Cleared or Project Completion + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary documents not retained in the ordinary course of business; GC §34090

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CDD / Building & Safety	CD-012	Contractors Licensed - Applications	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CDD / Building & Safety	CD-013	Grading Permits / Plans	P		Mag, Mfr, OD, Ppr	S / I	~~Permits:~~ Yes: After QC & OD ~~Plans / Mylars: No~~	Department Preference; GC §34090
CDD / Building & Safety	CD-004	Grading Plans / Soil Reports	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department Preference; GC §34090
CDD / Building & Safety	CD-024	Recorded Seismic Retrofit Notices / Releases	P	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CDD / Building & Safety	CD-016	Requests / Permissions to Receive Copies of Plans (to / from architects)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	GC §34090 et seq.
CDD / Building & Safety	CD-026	Truck / Taxi Decal List / Vehicles which will Carry City of Burbank Decals	Year of Issuance + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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COMMUNITY DEVELOPMENT / ECONOMIC DEVELOPMENT AND HOUSING								
CDD / Economic Develop. & Housing	ED&H-009	20% Set Aside - Residential Rehabilitation Loans - **NO RECAPTURE / RESALE RESTRICTIONS**	Project Completion + 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~1 year~~	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 570.506; 24 CFR 92.508(a)(c)(2) & 570.502(a)(7), 982.158, 884.214; GC §34090
CDD / Economic Develop. & Housing	ED&H-010	Acquisition File (Real Property)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	GC §34090
CDD / Economic Develop. & Housing	ED&H-010.1	Affordable Housing Projects (**NOT HOME FUNDED**) **WITHOUT a Recapture / Resale Restriction**	Loan Pay-off OR Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 24 CFR 92.508(a)&(c) & 570.502(a)(7), ~~29 CFR 97.42~~, 982.158, 884.214; GC §34090
City Clerk	ED&H-015	Agency Formation, Policy, Financing	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Send originals to the City Clerk; Department preference to retain copies permanently; GC §34090.7
City Clerk	ED&H-016	Alley Vacations	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Send originals to the City Clerk; Department preference to retain copies permanently; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-017	Applications for Loans: **Denied / Not Qualified / Rejected** (First Time Home Buyers, Rehabilitation, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Federal regulations require 3 years for all ineligible applications ~~whether approved or denied;~~ 24 CFR § 982.158(f)(2); GC §34090 et seq.

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CDD / Economic Develop. & Housing	ED&H-011	Assessment / Maintenance / Landscape / Lighting / Street Improvement District Projects / Community Facilities Districts / Business Improvement Districts **(FORMATION, BOUNDARIES)**	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 - 10 years (for Errors & Omissions); CCP §§337. 337.1(a), 337.15, 343; GC §34090.7
Financial Services	ED&H-019	Bonds: **Debt** Official Statements / Certificates of Participations (COPs) Includes Trustee Statements / Arbitrage	Payoff / Defeasement of Bond + 10 years	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department preference; Statute of Limitations for Bonds issued by local governments are 10 years; IRS bond auditing regulations state, "…material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds;" There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e): 26 CFR § 1.148-5(d)(6)(iii)(E); GC §43900 et seq. GC §34090.7
CDD / Economic Develop. & Housing	ED&H-019.1	Business Improvement Districts / Community Facilities Districts - Management / Administration	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 - 10 years (for Errors & Omissions); CCP §§337. 337.1(a), 337.15, 343; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-020	Business Improvement Districts / Tax Assessment Districts Administration / Promotion	Expiration of Management Plan + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets auditing standards); GC §34090

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CDD / Economic Develop. & Housing	ED&H-012	CDBG Affordable Housing Loans - **NO RECAPTURE / RESALE RESTRICTIONS** (Contract Agreements, Compliance Monitoring)	Project Completion + 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~1 year~~	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 570.506; 24 CFR 92.508(a)(c)(2) & 570.502(a)(7), 570.502, 982.158, 884.214; GC §34090
CDD / Economic Develop. & Housing	ED&H-013	CDBG **Environmental** Project Review Records (Where Redevelopment is the Lead Department)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Final environmental determinations are required to be kept a "reasonable period of time"; 2 CFR 200.334;14 CCR §15095(c); 7 CFR 3016.42; 21 CFR 1403.36 & 1403.42(b); 24 CFR 91.105(h), 92.505, & 570.502(a)(7), ~~OMB Circular A-133~~; GC §34090
CDD / Economic Develop. & Housing	ED&H-021	Community Facilities Districts	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-022	Compliance Monitoring for Affordable Housing Developers	Termination of affordable covenants or restrictions + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 2 CFR 200.334; 24 CFR 92.508(a)(c) & 570.502(a), 570.502, 982.158, 884.214; GC §34090
City Clerk	ED&H-023	Deeds / Order of Condemnation	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Send originals to the City Clerk; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-024	Economic Development (Issues / projects will vary over time - e.g. Proposed Hotels, etc.)	2 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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CDD / Economic Develop. & Housing	ED&H-024.5	Housing Plans: Consolidated Annual Performance and Evaluation Review (CAPER) / Comprehensive Housing Affordability Strategy (CHAS) / Consolidated Action Plan / Analysis of Impediments to Fair Housing Choices / Citizen Participation Plan / Action Plans, etc.	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	24 CFR 91.105(h); 24 CFR 92.508(a); GC §34090
CDD / Economic Develop. & Housing	ED&H-025.1	Housing Programs: Homeownership Housing Projects CDBG / HOME **WITH Recapture / Resale Restrictions**	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 570.506; 24 CFR 92.508(a)&(c) & 570.502(a), 982.158, 884.214; GC §34090
CDD / Economic Develop. & Housing	ED&H-003	Landlord / Tenant Commission **FORMS**	4 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; GC §34090 et seq.
CDD / Economic Develop. & Housing	ED&H-026	Leases / Rental Agreements	Termination + 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; Statute of Limitations: Contracts & Spec's=4 years, (E&O is not applicable); CCP §§336(a), 337 et. seq., 24 CFR 570.506; GC §34090
CDD / Economic Develop. & Housing	ED&H-028	Offerings of Property to the Agency / City (not pursued)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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CDD / Economic Develop. & Housing	ED&H-028	Preliminary Application Form (required for a housing development project that includes residential units; form is provided by California Department of Housing / Community Development	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Various benchmarks are placed using the number of residential dwelling units on the project site within the last five years; GC §§34090, 66300.
CDD / Economic Develop. & Housing	ED&H-030	Property - City / Agency Owned (Supporting Documentation)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Send originals of all deeds and title insurance to the City Clerk; Department preference to retain copies permanently; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-031	Proposals - Unsuccessful	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Economic Develop. & Housing	ED&H-032	Real Estate Appraisal Reports (Acquisition / Sale): Property **NOT** purchased, Loans not funded, etc.	Denial + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Not accessible to the public; GC §§34090; 7928.705,
CDD / Economic Develop. & Housing	ED&H-033	Real Estate Appraisal Reports (Acquisition / Sale): **Purchased** Property, Funded Loans	P	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(a); 570.502, 982.158, 884.214; GC §34090
CDD / Economic Develop. & Housing	ED&H-034	Receipts (Detail Backup)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets auditing standards); GC §34090

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Community Services / Community Assistance	ED&H-035.5	Redevelopment Projects / Project Areas (**Ensure Planning has all Environmental Documents, Engineering has all CIP (Capital Improvement Projects,) / City Clerk has all Real Property records for Permanent retention)**	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	ED&H-035.6	Redevelopment Projects / Project Areas **CIP (Capital Improvement Projects) built by Redevelopment Agency, if any**	Send to Engineering		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Planning	ED&H-035.7	Redevelopment Projects / Project Areas **Environmental Documents / CEQA Permits, EIRs, Categorical Exemptions, Negative Declarations, etc.**	Send to Planning		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	ED&H-035.8	Redevelopment Projects / Project Areas **Real Property: Deeds, Easements, Rights of Way**	Send to City Clerk		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Economic Develop. & Housing	ED&H-036	Relocation Files	Settle + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Consistent with Claims; CCP §§ 337 et seq.; GC §§ 945, 34090, 34090.6; PC §832.5
CDD / Economic Develop. & Housing	ED&H-037	Right of Entry Agreements	Expiration + 5 years	Yes (until expired)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department Preference (covers statute of limitations for contractual obligations; CCP §337 et seq., GC §34090
CDD / Economic Develop. & Housing	ED&H-038	Sale of Property (Backup Documentation)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send originals of all deeds and title insurance to the City Clerk; Department preference to retain copies permanently; GC §34090.7

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CDD / Economic Develop. & Housing	ED&H-039	Site Clearance / Soils Remediation / Mitigation	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department preference; GC §34090
CDD / Economic Develop. & Housing	ED&H-041	Street Vacations - Where Redevelopment is the Lead	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	GC §34090

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COMMUNITY DEVELOPMENT / SECTION 8								
CDD / Section 8 Economic Develop. & Housing	ED&H-004.1	Section 8 Administrative Records - VMS, SEMAP, AUDITS / HAP REGISTERS	Indefinite - Minimum 7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090; HUD Notice PIH 98-48, 99-49
CDD / Section 8 Economic Develop. & Housing	ED&H-005	Section 8 Applications for Program - **Disqualified**	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	24 CFR 982.158, GC §34090
CDD / Section 8 Economic Develop. & Housing	ED&H-006	Section 8 Database (HAPPY)	Indefinite - Minimum 7 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090; HUD Notice PIH 98-48, 99-49
CDD / Section 8 Economic Develop. & Housing	ED&H-007	Section 8 Tenant Files - **WITH**–Unpaid Balances / Fraud	P	Yes: While Active Participant	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; HUD guidelines require funding, contract, and financial records for Section 8 records for 6 years and 3 months after the fiscal year; Required for 3-4 years from expenditure or performance report; 2 CFR 200.334; 24 CFR-982.158; HUD Notice PIH 98-48, 99-49
CDD / Section 8 Economic Develop. & Housing	ED&H-007.1	Section 8 Tenant Files - Income Verification, 50058s, Verifications Only	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; per HUD Bulletin

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CDD / Section 8 Economic Develop. & Housing	ED&H-007.2	Section 8 Tenant Files - **WITHOUT** Unpaid Balances / Fraud	Close of File + 7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; HUD guidelines require funding, contract, and financial records for Section 8 records for 6 years and 3 months after the fiscal year; Required for 3-4 years from expenditure or performance report; 2 CFR 200.334; 24 CFR 982.158; - HUD Notice PIH 98-48, 99-49
CDD / Section 8 Economic Develop. & Housing	ED&H-008	Section 8 Waiting List (in Section 8 Database / HAPPY)	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	24 CFR 982.158, GC §34090
COMMUNITY DEVELOPMENT / PLANNING								
CDD / Planning	CD-028	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Land Records; GC §34090
CDD / Planning	CD-033	Census, Demographics	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Non-Records - Census Bureau is OFR); GC §34090 et seq.
CDD / Planning	CD-033.2	Correspondence / staff notes that provide insight into the project / the agency's CEQA compliance with respect to the project - See CW-026 for Routine Correspondence	Minimum 2 years, or the filing of a Notice of Determination / Exemption plus 180 days, whichever is later		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090

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CDD / Planning	CD-034	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) **Inside City boundaries**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~10 years~~	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
CDD / Planning	CD-036	General Plan Working Papers	Adoption of Plan + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090 et seq.
City Clerk	CD-037	General Plan, Elements / Amendments	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Amended~~	Department preference (Copies); GC §34090.7
CDD / Planning	CD-038	Land Use Studies / Plans / Reports (**Historical**)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Amended~~	Department preference; GC §34090
CDD / Planning	CD-039	Master Plans, Specific Plans, Bikeway Plans, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Amended~~	Department Preference; GC §34090
CDD / Planning	CD-040	Open Space Records	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Amended~~	Department preference; GC §34090
CDD / Planning	CD-032	Planning Board **RESOLUTIONS**	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~10 years~~	GC §34090 et seq.
CDD / Planning	CD-041	Planning Project **Database**	Indefinite - Permanent	Yes	Mag, Mfr, OD, Ppr		Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CDD / Planning	CD-042	**Planning Project Files - Permanent Entitlements - Incomplete, Withdrawn / Expired**	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Projects have a 2 year vesting (applicant must pull permit within 2 years), and can be extended -- those applications in which the applicant does not follow through with permit may be destroyed after the vesting period has expired. GC§§34090, 34090.7
CDD / Planning	CD-043	**Planning Project Files - Permanent Entitlements (Approved / Denied)** (Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans / Maps) Examples: Conditional Use Permits (CUPs), Development Review, Lot Line Adjustments, Parcel Maps, Tentative Subdivisions, Variances, Zone Changes, Zone Map Amendments, Zone Text Amendments, etc.	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~When Inactive~~	Projects have a 2 year vesting (applicant must pull permit within 2 years), and can be extended -- those applications in which the applicant does not follow through, and can be extended, h with permit may be destroyed after the vesting period has expired. Department maintains complete files for administrative purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC§§34090, 34090.7
CDD / Planning	CD-043.5	Planning Project Files - **Cancelled / Expired / Withdrawn**	Minimum Cancellation, Expiration or Withdrawal + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; GC §34090
CDD / Planning	CD-044	**Planning Project Files - Temporary Entitlements** Christmas Tree lots, etc.	Expiration + 2 years	Yes: During Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Temporary uses; Department maintains complete files for administrative purposes; GC§§34090
CDD / Planning	CD-045	Preliminary Review File (No Final Application)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary Documents (no application submitted); GC §34090

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RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CDD / Planning	CD-046	Project Log Index / Spreadsheet / Binders of Historic Actions	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Planning	CD-047	Regional Organizational Studies / Programs where other Agencies are the Lead (e.g. Air Quality Studies, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records; GC §34090 et seq.
CDD / Planning	CD-050	Zoning Maps / **Other Maps of Significant Historical Value**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department Preference; City Clerk Maintains originals of all documents that were presented to Council; GC §34090.7
COMMUNITY DEVELOPMENT / TRANSPORTATION								
CDD / Transport.	CD-051	Acquisitions / Transportation Projects	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department Preference; Send final originals to City Clerk; GC §34090.7
CDD / Transport.	CD-052	Congestion Management Plan	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-053	Environmental Assessments / Remediation / Transportation Projects	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-054	Miscellaneous Transportation Records	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-054.1	Parking Permits	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-056	Proposition A / C Local Return Program / Measure R / Measure M	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets grant auditing standards); GC §34090
CDD / Transport.	CD-057	Rideshare Program / MTA Taxi Vouchers	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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CDD / Transport.	CD-057.1	Trip Reduction Ordinance Annual Report	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Transport.	CD-049	Trip Reduction Ordinance Data Collection Records	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090.7

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RECORDS RETENTION SCHEDULE: FINANCIAL SERVICES
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
FINANCIAL SERVICES / ACCOUNTING								
Financial Services / Accounting	FN-001	Assessment Districts - Financial Documents	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-002	Audit Reports / Annual Comprehensive Financial Report (ACFR) / related Audit Opinions	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-003	Audit Reports (External): Single Audits / Transportation Audits / PERS Audit, etc.	Audit + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-003.1	Audit Reports (Internal)	Audit + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-004	Audit Work Papers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-005	Bank Statements - Trust Accounts	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090, 26 CFR 1.6001-1
Financial Services / Accounting	FN-006	Bonds: **Debt** Official Statements / Certificates of Participations (COPs) Includes Trustee Statements / Arbitrage Both City / RDA	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for ~~bonds, mortgages, trust deeds, notes or debentures is 6 years;~~ Bonds issued by local governments are 10 years; IRS bond auditing regulations state, "…material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds; There are specific requirements for disposal of unused bonds; CCP §§336, 337.5(2); 26 CFR 1.6001-1(e): 26 CFR § 1.148-5(d)(6)(iii)(E); GC §43900 et seq.

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Financial Services / Accounting	FN-007	Budget Files (by Department)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Financial Services / Accounting	FN-008	Budgets - Adopted / Final	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Must be filed with County Auditor; GC §34090.7, 40802, 53901
Financial Services / Accounting	FN-009	Budgets - Preliminary, Backup Documents	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Financial Services / Accounting	FN-010	Central Subject Files	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Financial Services / Accounting	FN-012	Consumer Deposits	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090 et seq.
Financial Services / Accounting	FN-014	Federally Funded Programs - Verify Last Payment Received	Minimum 5 years from Last Payment or Termination of Agreement		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(a)(7), ~~OMB Circular A-133;~~ GC §34090
Financial Services / Accounting	FN-016	Fixed Assets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Includes permanent assets (for compliance with GASB 34); GC §34090
Financial Services / Accounting	FN-017	Historical Records - Those of Significant Historical Value	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Financial Services / Accounting	FN-018	Journal Entries / Journal Vouchers / Budget Adjustments	Audit + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090, 18 CFR 125 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Financial Services / Accounting	FN-020	Reports: Annual State / Federal: State Controller's Report, Street Report, Local Government Compensation Report, Property Management Plan, Obligation Payment Schedules, Due Diligence Reviews, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report) Housing Successor Agency Housing Assets Fund Report etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Financial Services / Accounting	FN-021	Request Interim Budget Appropriation / Transfer	Audit + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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FINANCIAL SERVICES / ACCOUNTS PAYABLE								
Financial Services / Accounts Payable	FN-025	1099's / 1096 / DE542 (California Report of Independent Contractors), etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), 29 USC 436; R&T §19530, GC §34090
Financial Services / Accounts Payable	FN-027	Accounts Payable / Check Payment Copies / Electronic Payment Copies / Invoices / Backup (Includes Invoices, Travel Expense Reimbursements, CPR's, Petty Cash)	~~Audit +~~ 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Accounts Payable	FN-030	Travel Expense Report	5~~7~~ years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Accounts Payable	FN-031	Wire Transfers - All, including Payroll (Veba, PEHP, RHS)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; For auditing purposes; GC §34090, 26 CFR 1.6001-1
Financial Services / Accounts Payable	FN-031	W-9s	Vendor Inactive + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets IRS auditing standards; GC §34090

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FINANCIAL SERVICES / PAYROLL								
Financial Services / Payroll	FN-034	DE-6, DE-7, DE-9, DE-9C, DE-43, W-3, / DE-166, 941 Forms, PERS / FICA Adjustments / Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Financial Services / Payroll	FN-035	Deferred Compensation Benefits Payout Reports	5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Produced by Deferred Comp. Provider; consistent with proposed- GC §304090, 26 CFR 16001.1
Financial Services / Payroll	FN-036	Deferred Compensation Plans	Termination of the Contract + 6 years	Yes: For Duration of Contract	Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 12960, 3409
Financial Services / Payroll	FN-037	Deferred Compensation Statements	5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Produced by Deferred Comp. Provider; meets municipal government auditing standards; GC §304090
Financial Services / Payroll	FN-039	Payroll Checks / Warrants - Cancelled, Cashed, / Voided	Audit + 5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Department preference (meets municipal government auditing standards; GC §34090
Financial Services / Payroll	FN-040	Payroll Folders: Deduction Authorizations, Beneficiary Designations Garnishments, W-4s, etc.	Separation + 5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Department preference (W-4s: IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later.) GC §34090; 26 CFR 31.6001-1
Financial Services / Payroll	FN-041	Payroll Register / US Gross to Net Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Transitory records not retained in the ordinary course of business; Financial system can re-create reports accurately; GC §34090

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Financial Services / Payroll	FN-044	PERS Buy-back Statements / Forms	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Financial Services / Payroll	FN-045	Retirement Report Summary Worksheet - Members Contributions	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Financial Services / Payroll	FN-046	Time Reports / Exception Time Sheets (SUMMARIES)	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5 & 516.6(c); GC §34090
Financial Services / Payroll	FN-048	W-2's	5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
FINANCIAL SERVICES / PURCHASING								
Financial Services / Purchasing	FN-050	Recordings - **Audio Recordings** of Bid Openings	2 years		Mag			Department preference; Preliminary document; GC §34090
Financial Services / Purchasing	FN-051	Bid Schedules / Ancillary Documents **(Other than Capital Improvement Projects - see City Clerk)**	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (files contain some original ancillary documents); GC §34090 et seq.
Financial Services / Purchasing	FN-052	Bids for RFQs, RFPs, etc.: **Unsuccessful** (all)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Financial Services / Purchasing	FN-053	Certificates of Insurance / Insurance Certificates that can't be matched to an agreement / contract but vendor may be doing business with the Agency	11 years ~~P~~	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Longest Statute of Limitations is 10 years; CCP §337 et seq.; GC §34090
~~Financial Services / Purchasing~~	~~FN-054~~	~~Miscellaneous Collections Receipt Books~~	~~5 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Meets auditing standards; GC §34090~~

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RECORDS RETENTION SCHEDULE: FINANCIAL SERVICES
(Accounting, Accts. Payable, Payroll, Purchasing, Revenue)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Financial Services / Purchasing	FN-055	Price Agreements / Alliance Agreements (Products) (Services that do not modify Infrastructure - painting, carpeting, office supplies, etc.)	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference (meets municipal governmental auditing standards); Statute of Limitations: Contracts & Spec's=4 years, E&O is not applicable; CCP §§336(a), 337 et. seq., GC §34090
~~Financial Services / Purchasing~~	~~FN-056~~	~~Labor Compliance Requests~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090~~
Financial Services / Purchasing	FN-057	Purchase Orders / Purchase Requisitions - **Over $10,000 ~~5,000~~**	Completion + 7 ~~10~~ years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Purchasing	FN-058	RFP (if Purchasing is the Lead), Successful Bid, Contract, Bonds	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal governmental auditing standards); Statute of Limitations: Errors & Omissions = 10 years; Contracts & Spec's=4 years, CCP §§336(a), 337 et. seq., GC §34090
Financial Services / Purchasing	FN-059	RFQ, Quotation Request, Successful Bid, Contract, Bonds	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal governmental auditing standards); Statute of Limitations: Errors & Omissions = 10 years; Contracts & Spec's=4 years, CCP §§336(a), 337 et. seq., GC §34090
Financial Services / Purchasing	FN-060	RFQs, RFPs, etc. where ALL bids are rejected (includes bids)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
~~Financial Services / Purchasing~~	~~FN-061~~	~~Surplus Property / Salvage Auction Sale Bids (including vehicles)~~	~~5 years~~	~~Yes: Until Paid~~	~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Department Preference (meets municipal government auditing standards); GC §34090~~
~~Financial Services / Purchasing~~	~~FN-062~~	~~Vehicle Titles "Pink Slips"~~	~~Upon Sale of Vehicle~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~		~~Provided to new owner upon sale; GC §34090~~

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RECORDS RETENTION SCHEDULE: FINANCIAL SERVICES
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FINANCIAL SERVICES / REVENUE								
Financial Services / Revenue	FN-063	Collection Agency Assignments	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Negative credit information remains on credit reports for 7 - 10 years; Meets auditing standards; City does not Lien property (Liens are good for 10 years from recording date, and may be extended by re-recording lien); WC 36729; GC §34090
Financial Services / Revenue	FN-065	Miscellaneous Cash Transactions - BWP	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-066	Miscellaneous Receipts - General Government	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-068	Parking Ticket System Summary	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-069	Property Damage Reports	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-070	Transient Occupancy Tax / Transient Parking Tax	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-072	Utility Users Tax Exemption Records / Reports	Expiration + 2 years	Yes: Until Expired	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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RECORDS RETENTION SCHEDULE - FIRE

(Admin, EMS, Fire Marshal / Fire Prevention, Ops / Suppression)

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FIRE / ADMINISTRATION								
Fire / Admin.	FR-001	Apparatus / Equipment Records / Testing (including hoses)	Disposal + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for Health Providers is 3 years; OSHA requires 1 year; State requires 2 years; 8 Cal Code Reg. §3203(b)(1), CCP §340.5, GC §34090
Fire / Admin.	FR-002	Auxiliary Generator Maintenance	Disposal + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Fire / Admin.	FR-003	Emergency Medical Membership Application Forms	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Fire / Admin.	FR-004	Fire Training Database	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090 et seq.
Fire / Admin.	FR-005	Homeland Security / Emergency Plans / Disaster Preparedness Manuals, etc.	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Superseded~~	Department Preference; GC §34090
Fire / Admin.	FR-006	ISO Insurance Ratings	15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (rated every 10 years); GC §34090
Fire / Admin.	FR-007	Maintenance Record (State Buildings, Churches, Schools)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Fire / Admin.	FR-010	Personnel **Background Packet** - Fire Employees **(Successful)**	Separation + 3 years	Yes: Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(b), 2 CCR 7287.0(c)(2), 8 CCR §11040.7(c), GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE - FIRE

(Admin, EMS, Fire Marshal / Fire Prevention, Ops / Suppression)

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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
Fire / Admin.	FR-011	Personnel **Background Packet** - Fire Employees **(Unsuccessful)**	3 years	Yes: Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(b), 2 CCR 7287.0(c)(2), 8 CCR §11040.7(c), GC §§12946, 12960, 34090
Fire / Admin.	FR-012	**Personnel File** - Fire Employees Accident Investigations **No Disciplinary Action**	Review by Safety Committee + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Fire / Admin.	FR-013	**Personnel File** - Fire Employees Disciplinary Actions	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Fire / Admin.	FR-014	**Personnel File** - Fire Employees Personnel Investigations / Complaints (Against Personnel) **No Disciplinary Action**	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Fire / Admin.	FR-015	**Personnel File** - Fire Sworn (non-civilian) Employees (Evaluations, Training Documentation, Commendations, Licenses / Certifications, Disciplinary Action Listing, Personnel Investigations, Complaints)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Civilian Employees follow City-wide Standards; Department Preference; retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; ; 29 CFR 1602.14; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113, LC §1198.5; GC §3105
Fire / Admin.	FR-017	Personnel **Training** File - Fire Employees (Includes Certificates not sent to Management Services)	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE - FIRE

(Admin, EMS, Fire Marshal / Fire Prevention, Ops / Suppression)

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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
Fire / Admin.	FR-018	Post Accident Analysis / Accident Investigations (Accident Review Committee)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090.7; LC §6429c
Fire / Admin.	FR-019	Programs / Projects (e.g. Cadet, CPR Program, Fire Service Day, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Fire / Admin.	FR-019.1	Respirator Fit Test **Database** (excludes Public Works employees)	Separation + 30 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; 8 CCR 5144, 8 CCR §3204(d)(1) et seq., 8 CCR 10102, 15400.2; GC §§12946, 12960, 34090 et seq.
Fire / Admin.	FR-019.2	Time Sheets (With Employee Signatures), Rosters, Over-time sheets, Sick / Leave paperwork	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department preference (only the summaries or exception reports are sent to Payroll); Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 -10 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §34090

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RECORDS RETENTION SCHEDULE - FIRE

(Admin, EMS, Fire Marshal / Fire Prevention, Ops / Suppression)

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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
FIRE / EMERGENCY MEDICAL SERVICES								
Fire / EMS	FR-021	AED (Automatic External Defibrillators) Inspections	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Fire / EMS	FR-021.2	Controlled Substance Logs, Inventories / Ambulance Inventory Logs	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - required for 3 ~~2~~ years after inventory or transaction; 21 CFR §1304.04, 1310.04; 22 CCR 70263 and 71233; FA §32003(e), B&P 4081; GC §34090
Fire / EMS	FR-021.1	Emergency Medical Membership Billing	Termination of Membership + 2 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Fire / EMS	FR-022	HIPAA Policies / Procedures (Health Insurance Portability / Accountability Act)	Superseded + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	45 CFR 164.530(j)
Fire / EMS	FR-023	Incident Report (Emergency Response Report / Patient Care Reports / PCRs - Refusal for Transportation (Includes e-PCR Database / Electronic Patient Care Report Database) **JUVENILES**	Age of Majority (18 years old) + 10 ~~7~~ years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; adults required for 10 years for Medi-Cal patients, 7 years for non-Medi-Cal adults; minors until 1 year after age of majority, but not less than 10 years for Medi-Cal patients, 7 years for non-Medi-Cal minors; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, H&S §§1797.98e 123145; 42 CFR 482.24(b); ~~9 CCR 9444~~, 22 CCR 97530.9(c)(3), 70751(c) & 71551(c); 22 CCR 70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), 77143(a), W&I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3; GC §30490

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RECORDS RETENTION SCHEDULE - FIRE

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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
Fire / EMS	FR-024	Incident Report (Emergency Response Report / Patient Care Reports / PCRs - Refusal for Transportation (Includes e-PCR Database / Electronic Patient Care Report Database) **ADULTS**	10 ~~7~~ years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; adults required for 10 years for Medi-Cal patients, 7 years for non-Medi-Cal adults; minors until 1 year after age of majority, but not less than 10 years for Medi-Cal patients, 7 years for non-Medi-Cal minors; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, H&S §§1797.98e 123145; 42 CFR 482.24(b); ~~9 CCR 9444~~, 22 CCR 97530.9(c)(3), 70751(c) & 71551(c); 22 CCR 70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), 77143(a), W&I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3; GC §30490
Fire / EMS	FR-025	**Personnel File - EMT Personnel** (Evaluations, Training Documentation, Commendations, Licenses / Certifications, Disciplinary Actions, Personnel Investigations, Complaints)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; copies; GC §§12946, 12960, 34090.7
Fire / EMS	FR-026	Oxygen Fill Records (Refilling of Oxygen Vessels)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090 et seq.
FIRE / FIRE MARSHAL / FIRE PREVENTION								
Fire / Fire Marshal & Fire Prevention	FR-027	Billing for Filming / Standby Report	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Police issues Filming Permits; GC §34090

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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
Fire / Fire Marshal & Fire Prevention	FR-030	Fire Incident RMS **Database** Includes Fire Citations / Notice of Violations, Drill Reports, Inspection Reports, Fire Permits, Weed Abatement	Indefinite - Life of the Structure or Activity, or Minimum 5 years, Whichever is Longer	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; CFC §§ 1.8.4.3.1, 104.7 – 104.7.4 ~~104.6 – 104.6.4~~ and 107.5; GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-031.1	Fire Inspections / Business Inspection Files / Occupancy Inspections (Approvals, Inspections, Fires, Modification / Alternative Methods / Materials)	Life of the Structure or Activity, or Minimum 5 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Stored in Fire House; Department preference; California Fire Code requires 5 years or Life of the Structure or Activity for Approvals, Inspections, Fires, Modification / Alternative Methods or Materials; CFC §§ CFC §§ 1.8.4.3.1, 104.7 – 104.7.4 ~~104.6 – 104.6.4;~~ GC §34090
Fire / Fire Marshal & Fire Prevention	FR-032	Fire Sprinkler Plans / Fire Alarm Plans	Life of the Structure		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (no legal mandates; Building has Building Plans, property owner's records); Records are required to be retained for Completion + 180 days; CFC §106.4 GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-033	Investigation Reports - **Arson / Capital Crimes**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Capital Crimes have no statute of limitations); GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-034	Investigation Reports – **Other than Arson, Capital Crimes** / Reports Not Maintained in Firehouse Database	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; California Fire Code requires 5 years; CFC §§ 1.8.4.3.1, 104.7 – 104.7.4 ~~104.6 – 104.6.4~~ and 107.5; GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-037	Pre-plan Sheets	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090 et seq.

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RECORDS RETENTION SCHEDULE - FIRE

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Fire / Fire Marshal & Fire Prevention	FR-038	Public Information / Education (when produced internally)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
FIRE / OPERATIONS / SUPPRESSION								
Fire / Operations	FR-041	Station "Day Books"	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD ~~No~~	Retained for historical and administrative value; GC §34090
Lead Dept.	FR-042	Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
INFORMATION TECHNOLOGY								
Information Technology	IT-001	Backups / Computer Backups (ALL Disaster Recovery Computer Backups)	When No Longer Required~~, or 2 years, Whichever is Longer~~	Yes	Mag.			Department preference; Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; ~~tapes are in autochangers and are overwritten; store off-site in a commercial facility for disaster recovery purposes;~~ GC §34090 et seq.
Information Technology	IT-002	Network Configuration Maps / Plans	When No Longer Required~~, or 2 years, Whichever is Longer~~	Yes	Mag.			Department preference; Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Information Technology	IT-003	Support Documentation for Application Configurations	When Superseded, or 5 years, Whichever is Longer	Yes	Mag.			Department preference; Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Information Technology	IT-003.1	**UNALTERABLE MEDIA / IMMUTABLE MEDIA (CLOUD IMMUTABLE BACKUP)** / WORM / DVD-r / CD-r / Blue Ray-R / other **unalterable media** that does not permit additions, deletions, / changes	~~P~~ Follows Retention of Official Electronic Record		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, et seq., 12168.7, EVC 1550, CCR 22620 et seq.

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RECORDS RETENTION SCHEDULE - LIBRARY SERVICES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for Citywide Standards								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, pending public records requests and/or investigations suspend normal retention periods (retention begins after settlement).								
LIBRARY SERVICES								
Lead Dept.	LIB-003	Grants: **LSCA** (Library Services / Construction), **LSTA** (Library Services / Technology), **SLRC** (State Literacy Resource Centers), **CLLS** (California Library Literacy Services); **CLSA** (California Library Services Act, **IMLS (Institute of Museum / Library Services),** / **PLF** (Public Library Foundation) **ONLY.** For all others, follow City-wide Schedule. (SUCCESSFUL Reports, / Financial Information) Send copy of application / award to Administrative Services	Final Expenditure + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Per California State Library Records Management Program Requirements (April 27, 1998); GC §34090
Library Services	LIB-003.1	Historical Item Donation Release Forms	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Library Services	LIB-002	Incident Reports	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Library Services	LIB-007	Inter-Library Loan Records - Patron Check out / Check in (not accessible to the public)	No Longer than 90 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary draft not retained in the ordinary course of business; GC §34090 et seq.
Library Services	LIB-013	Library Management System / Database	Indefinite - Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
Library Services	LIB-017	Release Forms (Artists / Exhibitors / Performers / Programs)	2 years	Yes: Before Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES

(Human Resources, Safety, Risk Management)

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MANAGEMENT SERVICES / HUMAN RESOURCES								
Manag. Services / Human Resources	MS-000	ADA Records (Americans with Disabilities Act) - Employee Related (Translations, Investigations, etc.)	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years for employment actions; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c), 8 CCR §11040.7(7)(C), GC §§12946, 12960, 34090; 49 CFR §27.121(b);
Manag. Services / Human Resources	MS-000.5	1095-C, 1094-C (Employer-Provided Health Insurance Offer / Coverage / Transmittal Form)	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid; 26 CFR 31.6001-1(e)(2); GC §34090
Manag. Services / Human Resources	MS-001	ADA Records (Americans with Disabilities Act) - Non-Employee (Translations, Investigations, etc.)	Completion + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c), 8 CCR §11040.7(7)(C), GC §§12946, 12960, 34090; 49 CFR §27.121(b);
Manag. Services / Human Resources	MS-002	Affirmative Action: EEO-4 Reports / records required to generate EEO-4 report (Self-Identification Form, etc.)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	29 CFR 1602.30; 29 CFR 1602.31, 29 CFR 1602.32; GC §34090
Manag. Services / Human Resources	MS-021	Background File: Background sheets, including LiveScan Response Information	Separation + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-005	Benefit Brochures / Forms	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records

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RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES

(Human Resources, Safety, Risk Management)

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Manag. Services / Human Resources	MS-006	Benefit Plan Documents / Summary Plan Descriptions (Dental, Medical, CalPERS, etc.)	Termination of the Contract + 6 years	Yes: For Duration of Contract	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-007	Enrollments ~~Billing~~: COBRA / Retiree Medical	Termination of Service + 5 years	Yes: During Service	Mag, OD, Mfr, Ppr	S / I	Yes: After QC & OD	Retained to cover auditing standards; GC §34090
Manag. Services / Human Resources	MS-009	Civil Service Board **Appeals**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Manag. Services / Human Resources	MS-012	Classification / Reorganization Studies (for employee classifications / department structures)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-013	Classification Files / Specifications / Job Specifications	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES

(Human Resources, Safety, Risk Management)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Manag. Services / Human Resources	MS-014	Compensation Surveys / Studies / Salary Surveys	25 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; PERS requires 5 years for Compensation Earnable (usually compensation is adopted via Resolution of the City Council); Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, 2 CCR 270.5; GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-014.1	COVID-19 Notifications to Employees	2 ~~3~~ years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference ; ~~LC §6409.6(k),~~ 8 CCR §3205(j), GC §34090;
Manag. Services / Human Resources	MS-014.2	DE-34 Form, Report of New Employees	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Manag. Services / Human Resources	MS-014.3	Disciplines (City-wide, Non-Sworn)	Final Action + 5 years ~~Separation + 6 years~~	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Separation + 1 year~~	Department Preference; ~~retirement benefits is 6 years from last action~~; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 ~~2 -3~~ years; ; 29 CFR 1602.14; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090; 29 USC 1113, LC §1198.5; GC §3105
Manag. Services / Human Resources	MS-016	Employee Service Awards Records	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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(Human Resources, Safety, Risk Management)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Manag. Services / Human Resources	MS-019	Human Resources **Database** (Oracle)	Indefinite - Minimum Separation + 30 years	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Manag. Services / Human Resources	MS-019.1	LiveScan **Applications** / Fingerprint **Applications** (Public)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC§ 34090 et seq.
Manag. Services / Human Resources	MS-020	Labor Relations Files / Employee Negotiations (Negotiation Notes, Correspondence, Interpretation of MOU Provisions, Documentation, etc.)	10~~25~~ years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (preliminary drafts); GC §34090; 29 CFR 405.9
Manag. Services / Human Resources	MS-015	Labor: California Civil Rights Department (CRD) / Department of Fair Employment / Housing (DFEH / EEOC) Claims / Harassment Claims	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-018	Labor: Grievances / Information Complaints (all)	Disposition + 5 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 29 CFR 1602.31 & 1627.3(b)(1),GC §§12946, 12960, 34090; 29 USC 1113, LC 1174, 29 CFR 405.9
Manag. Services / Human Resources	MS-022	Organization Charts	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Considered transitory / preliminary draft; GC §34090, GC §~~6252~~ 7920.530

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(Human Resources, Safety, Risk Management)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Manag. Services / Human Resources	MS-023	Personnel Files - **All Employees** Includes Oaths of Office, I-9s, ~~Form 1095-C (Employer-Provided Health Insurance Offer / Coverage),~~ Training Certificates, etc.	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Separation + 1 year~~	Department Preference; retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; ; 29 CFR 1602.14; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090; 29 USC 1113, LC §1198.5; GC §3105; LC §§1198.5,
Manag. Services / Human Resources	MS-024	Personnel Files - **Medical** File (all employees) Includes Breathing Apparatus Fit Tests / X-rays, Family / Medical Leave Records, Respirator Fit Tests	Separation + 30 years, or Termination of Benefits + 5 years, Whichever is Longer	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Separation + 1 year~~	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; GC §§12946, 12960, 34090; 29 CFR 1910.1020(d)(1)(i); 29 CFR 1627.3
Manage. Services / Human Resources	MS-024.1	Personnel Requisitions	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Manag. Services / Human Resources	MS-025	Recruitment / Examination Files (**Blue Folders**) (Includes Test Results, etc.)	4 years; Up to, but No More Than the 3 Most Recent Recruitments		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-026	Recruitment / Examination Files (**Orange Folders**) (Testing Master File)	4 years; Up to, but No More Than the 3 Most Recent Recruitments		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES

(Human Resources, Safety, Risk Management)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Manag. Services / Human Resources	MS-026.1	Recruitment Exam Plan **Database** (NeoGov)	5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Per NeoGov Policy; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c), 8 CCR §11040.7(7)(C), GC §§12946 GC §34090
Manag. Services / Human Resources	MS-027	Recruitment File: Eligibility Folders **(Green Folders)**	4 years; Up to, but No More Than the 3 Most Recent Recruitments		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-029	Roster Cards / Historical Employee Records	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Human Resources	MS-030	Studies / Surveys Conducted on Behalf of the City (Attrition, Benefits, Succession Planning, Turnover, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Manag. Services / Human Resources	MS-030.5	Verifications of Employment, Child Support, etc. (for home purchases, mortgage loans, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not a City record / Content does NOT relate in a substantive way to the conduct of the public's business; GC §34090 et seq
Manag. Services / Human Resources	MS-030.6	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, Training, etc.	5 years		Mag, Ppr			LC §6401.9(f), GC §34090

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MANAGEMENT SERVICES / SAFETY								
Manag. Services / Safety	MS-032	Disposal / HazMat Disposal / Hazardous Waste Manifests	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; (City has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §34090 et. seq.
Manag. Services / Safety	MS-033	Disposal / Used Oil Disposal / Non-Hazardous Waste	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - Received Grant Funding (see City-wide Grants); 22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq. GC §34090 et. Seq
Manag. Services / Safety	MS-034	Incident Analysis Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~- Department Preference; GC §34090~~	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090; LC §6429c
Manag. Services / Safety	MS-041	DMV Pull Notices - NO Suspension of a driver's license / DUI	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Manag. Services / Safety	MS-041.1	DMV Pull Notices - WITH Suspension of a driver's license / DUI	After Drivers Record is Clear - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Manag. Services / Safety	MS-042	Drug / Alcohol DOT Results (Positives / Negatives) City Clerk Maintains City Council Test Results (Non-DOT Tests)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	D.O.T. Requires 5 years for positive tests, 1 year for negative tests; EEOC/FLSA/ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1672.3(b)(v), GC §§12946, 12960, 34090, 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq; 49 CFR 653.71 et seq.

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Manag. Services / Safety	MS-042.1	Safety Committee Agendas / Review	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to be consistent with OSHA requirements; 8 CCR §3203(b)(1), GC §34090; LC §6429c
Manag. Services / Safety	MS-037	Safety: OSHA Inspections / Citations, Log 200 / Log 300, 301, 301A, Safety Committee Minutes	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; OSHA requires 5 years; Calif. Labor Division is required to keep their records 7 years; State law requires 2 years; 8 CCR 14300.33, 8 CCR §3203(b)(1), GC §34090; LC §6429c

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MANAGEMENT SERVICES / RISK MANAGEMENT								
Manag. Services / Risk Manag.	MS-038	Actuarial Reviews / Actuarial Studies (Self-Insured)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Risk Manag.	MS-046	Incident Analysis	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Risk Manag.	MS-043	Insurance Policies - Fire, Theft, Property, etc.	P	Yes: Until Expired	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Risk Manag.	MS-044	Insurance Policies - General Liability	P	Yes: Until Expired	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945, 34090, 34090.6; PC §832.5
Manag. Services / Risk Manag.	MS-039	Liability Claims	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945, 34090, 34090.6; PC §832.5
Manag. Services / Risk Manag.	MS-039.1	Liability Claims **Database**	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
City Attorney	MS-045	Liability Lawsuits / Litigation (Claims that are Litigated)	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Attorney is OFR; GC §34090.7

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Manag. Services / Risk Manag.	MS-048	Workers Compensation / Disability Claims / Employee Accident Reports Includes all Accident, Incident, / Injury Reports / associated MSDS	Separation + 30 years, or Termination of Benefits + 5 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; 8 CCR §3204(d)(1) et seq.,8 CCR 5144, 8 CCR 15400.2; GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE: PARKS, RECREATION AND COMMUNITY SERVICES

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PARKS, RECREATION AND COMMUNITY SERVICES								
Parks, Rec. & Community Services	PR&CS-001	Agreements for Contractors: Class Instructors, Sports Leagues, etc.	Completion + 5 years	Yes: Until Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; The statute of limitation for errors and omissions is not applicable; CCP §§336(a), 337 et. seq., GC §34090
Parks, Rec. & Community Services	PR&CS-005	Daily Service Unit Counts (Nutrition Center, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets grant auditing requirements); GC §34090
Parks, Rec. & Community Services	PR&CS-006	Employee Safety Committee Minutes	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; OSHA requires 5 years; Calif. Labor Division is required to keep their records 7 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090; LC §6429c
Parks, Rec. & Community Services	PR&CS-008	Historical Records (**of Significant Historical Value**)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department Preference; GC §34090
Parks, Rec. & Community Services	PR&CS-009	Inspection Reports - Bleachers, Playground Equipment, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services	PR&CS-010.1	Marketing / Flyers	When superseded or 90 days, whichever is less		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts / Content is not substantive; GC §~~6252~~ 7920.530; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Parks, Rec. & Community Services	PR&CS-010.5	Memorial Tree Dedications	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Parks, Rec. & Community Services	PR&CS-011	Operating Statements: Golf Shop, Sign-ins for Golf	2 years	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services	PR&CS-017	PASS Subsidy Program Applications (Program, Activity / Services Subsidy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Parks, Rec. & Community Services	PR&CS-012	Permits / Facility Use Permits / Equipment Applications, Books, Alcoholic Beverage Applications Includes Certificates of Insurance	2 years	Yes: Before Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services	PR&CS-007	Program Surveys / Class Surveys (Program Feedback / Evaluations)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts / Transitory records not retained in the ordinary course of business); GC §34090
Parks, Rec. & Community Services	PR&CS-014	Recreation **Database**	Indefinite - Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; data is interrelated; GC §34090
Parks, Rec. & Community Services	PR&CS-014.1	Recreation Guide	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Parks, Rec. & Community Services	PR&CS-015	Registration / Trip Permits / Fee / Charge / Liability Forms / Release of Liability Forms / Permissions / Sign-in Sheets / After School Program / Day Camp Program / Custody Orders / Restraining Orders for Minors etc.: Camps, Field Trips, Authorization to give Medicine, etc.	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services	PR&CS-018	Score Cards	At Conclusion of the Season		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts / Transitory records not retained in the ordinary course of business); GC §34090
Parks, Rec. & Community Services	PR&CS-019	Senior Food / Lunch Program Registrations (Confidential)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City administers program for the County; meets Uniform Grant Requirements; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.333; 24 CFR 570.502(a)(7), GC §34090
Parks, Rec. & Community Services	PR&CS-022	Swimming Pool Chemicals: Log of Chemicals Manually Added to City Swimming Pools	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	22 CCR 65523; GC §34090
Parks, Rec. & Community Services	PR&CS-023	Swimming Pool Chemicals: Water Testing (ph., etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR 65523; GC §34090
Parks, Rec. & Community Services	PR&CS-024	Tree **Database** (Tree Keeper)	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; data is interrelated; GC §34090

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Parks, Rec. & Community Services	PR&CS-020	Tree Service Requests - Forestry / Street Trees - Not entered into the Tree Database (Tree Keeper)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Parks, Rec. & Community Services	PR&CS-020.1	Volunteer / Burbank Volunteer Program (BVP) / Unpaid Intern Applications / Agreements - **Unsuccessful** / Pending Applicants Includes Leadership Programs, Counselor in Training, Youth, RISE, etc.	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with employee personnel files (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12960, 34090
Parks, Rec. & Community Services	PR&CS-020.2	Volunteer / Burbank Volunteer Program (BVP) / Unpaid Intern Applications / Agreements (includes emergency contact information) - **Successful** Applicants Includes Leadership Programs, Counselor in Training, Youth, RISE, etc. - Awards, Graduation, etc.	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Courts treat volunteers as employees; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §12960, 34090; 29 USC 1113
PARKS, RECREATION AND COMMUNITY SERVICES / ANIMAL SHELTER								
Parks, Rec. & Community Services Animal Shelter	PR&CS-021	Address Activity File (includes original notices of violations, copies of various documents)	5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§336(a), 337 et. seq., GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-022	Adoption Application / Questionnaire - **APPROVED**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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Parks, Rec. & Community Services Animal Shelter	PR&CS-023	Adoption Application / Questionnaire **- DENIED**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; , GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-024	Animal Registration **Database**	Indefinite - Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Data is interrelated; GC §§12946, 12960, 34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-025	Animal Registration Report	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-026	Animal Trap Agreements	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Parks, Rec. & Community Services Animal Shelter	PR&CS-027	Bite Reports / Rabies Control Records	5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.

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Parks, Rec. & Community Services Animal Shelter	PR&CS-028	Complaints - Regarding Animals	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Parks, Rec. & Community Services Animal Shelter	PR&CS-029	Controlled Substance Inventory Records	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), B&P 4081; GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-030	Daily Dispatch Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-031	Deposits / Oracle Deposits / Deposit Batch Slips	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - meets municipal government auditing standards (not all detail is sent to Finance); GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-032	Donations Receipts	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - meets municipal government auditing standards (not all detail is sent to Finance); GC §34090

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Parks, Rec. & Community Services Animal Shelter	PR&CS-033	Euthanasia Log	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to support treatment records; Considered transitory / preliminary drafts. GC §34090, GC §~~6252~~ 7920.530
Parks, Rec. & Community Services Animal Shelter	PR&CS-034	Impound Notices / Contact Requests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq., GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-035	Owner Relinquishment Forms / No Kill Contact"	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq., GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-036	Kennel Inspection Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-037	Kennel Inspection Reports / Closed Businesses	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Parks, Rec. & Community Services Animal Shelter	PR&CS-038	Microchip Records	20 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Used for locating animals; GC §34090 et seq.
Parks, Rec. & Community Services Animal Shelter	PR&CS-039	Officer's Daily Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services / Animal Shelter	PR&CS-040	Record of All Efforts to Contact Owner / Microchip's Primary Registrant	Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	FA 31108.3 and 31752.1; GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-041	Treatment Records (Vaccination records, Euthanasia, medical treatments, etc.)	Minimum 3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq., GC §34090

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RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Budget / Finance, Investigation, Forensics, Patrol, PSB, Comms., Support Svcs.)

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POLICE / ADMINISTRATION / CHIEF OF POLICE								
Police / Admin. / Chief	PD-024	Background Jackets for Employees / Volunteers Includes LiveScan responses for all full-time City employees	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to cover the possible length of employment of any employee or volunteer; P.O.S.T. requires appointments for 3 years; § 34090 et seq.
Police / Admin. / Chief	PD-001	Bulletins / BPD Bulletin	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-066	Business Permits (Regulatory) - **BUSINESS OWNER**: Massage, Second Hand, etc.	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Admin. / Chief	PD-067	Business Permits (Regulatory) - Record Check of Applicant Denial Letter	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-068	Business Permits (Regulatory) - **TECHNICIAN / EMPLOYEES;** Massage Technician, etc.	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Admin. / Chief	PD-053	Canine (Police Dogs) Team Evaluations	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Admin. / Chief	PD-002	Carry Concealed Weapon Permits (CCW) - **Approved**	Expiration + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-003	Carry Concealed Weapon Permits (CCW) - **Denied**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
~~Police / Admin. / Chief~~	~~PD-003.1~~	~~Certificate of Life~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §§34090~~

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Police / Admin. / Chief	PD-003.2	**Department-Initiated Personnel Investigation WITHOUT sustained finding of misconduct / No personnel action**	Final Disposition + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-003.2(a)	**Department-Initiated Personnel Investigation WITH sustained finding of misconduct**, including all supporting documentation, **resulting in MAJOR discipline**	Final Disposition + 15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with MOU); GC§§12946, 12960, 34090
Police / Admin. / Chief	PD-003.2(b)	**Department-Initiated Personnel Investigation WITH sustained finding of misconduct**, including all supporting documentation, **resulting in MINOR discipline**	Final Disposition + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with MOU); GC§§12946, 12960, 34090
Police / Admin. / Chief	PD-003.2(c)	**Department-Initiated Personnel Investigation WITH sustained finding of misconduct**, including all supporting documentation, **resulting in WRITTEN REPRIMAND / below**	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with MOU); GC§§12946, 12960, 34090
Police / Admin. / Chief	PD-005.1	Drug Action Expense Record	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; (meets municipal government auditing standards); GC §34090
Police / Admin. / Chief	PD-006	Hazardous Material Exposure	Forward to Manage. Services		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	

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Police / Admin. / Chief	PD-006.2	Internal Affairs Investigations - **Complaints by members of the public WITHOUT sustained finding of misconduct**	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State requires for at least 5 years for civilian's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946, 12960, 34090, PC §832.5, VC §2547; Burbank PD Policy 300
Police / Admin. / Chief	PD-006.3	Internal Affairs Investigations - **Complaints by members of the public WITH sustained finding of misconduct including all supporting documentation**	Final Disposition + 15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	PC 832.7; GC§§12946, 12960, 34090
Police / Admin. / Chief	PD-004.1	Internal Audits (e.g., issued equipment, arrest reports, MDT usage, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-004.2	Officer Involved Shootings (OIS)	25 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-004.4	Officer Recordings: Body-Worn Cameras – **LOGS of Access / Deletion of Data**	P		Mag			PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.45	Recordings: Body-Worn Cameras – **Accidental Recordings Reviewed and Approved for Deletion** (Non-evidentiary)	After Approval		Mag			Department preference; consistent with Lexipol policies (review, supervisory authorization, and documentation required); PC§ 832.18 et seq. GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.5	Officer Recordings: Body-Worn Cameras - **Officer Involved Shootings (OIS)**	25 years		Mag			Department Preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.

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Police / Admin. / Chief	PD-004.6	Officer Recordings: Body-Worn Cameras - **that ARE evidence / Detention / Arrest**	Follows the Retention of the Evidence, Minimum 3 years		Mag			PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.7	Officer Recordings: Body-Worn Cameras that are **not evidence**	2 years		Mag			Department preference; Those segments of videos that are determined to be evidence are copied onto a different tape and retained for the same length of time as the crime report (see crime reports for legal citations); 60-days is required; PC§ 832.18(b)(5)(B)&(c); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.8	Officer Recordings: I**n Car Camera (ICC**) Recordings - that are NOT evidence / Mobile Audio/Video Recordings that are **not evidence**	2 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.9	Officer Recordings: In Car Camera (ICC) Recordings – **Complaints Against Officers,** / Mobile Audio/Video Recordings **(Other than Sustained).**	Final Disposition + 5 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.10	Officer Recordings: In Car Camera (ICC) Recordings – **Officer Involved Shootings (OIS),** / Mobile Audio/Video Recordings	25 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.11	Officer Recordings: In Car Camera (ICC) Recordings – that **ARE evidence / Detention / Arrest**, / Mobile Audio/Video Recordings.	Follows the Retention of the Evidence, Minimum 3 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-058	Officer's Patrol Record (Hardcard)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Admin. / Chief	PD-029	Personnel **Background Packet - City Employees (Successful) Non-Sworn**	Separation + 6 years	Yes: Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602.14, 2 CCR 11013(c); GC §§12946, 12960, 34090
Police / Admin. / Chief	PD-007	Personnel **Background Packet - City Employees (Unsuccessful) Non-Sworn** Includes Polygraph Record	5 years	Yes: Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602.14, 2 CCR 11013(c); GC §§12946, 12960, 34090
Police / Admin. / Chief	PD-008	Personnel **Background Packet - Police Department Employees / Reserves Unsuccessful** (not hired) Sworn	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602.14, 2 CCR 11013(c); GC §§12946, 12960, 34090
Police / Admin. / Chief	PD-009	Personnel Files - **Police Department Employees / Reserves Background Packet** Includes Performance Evaluations, Training Certificates, etc.	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Separation + 1 year~~	Department preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for recruitment; 29 CFR 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., 2 CCR 11013(c); GC §§12946, 12960, 34090
Manage. Services / Human Resources	PD-009.2	Personnel Requisitions (copies only)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (copies); BMC §2-1-1007; GC §34090.7
City Attorney	PD-010	Pitchess Motion Notifications	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-012	Police Commission **CORRESPONDENCE / SUBJECT FILES**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Admin. / Chief	PD-012.1	PUMA Audio Recordings (Portable Audio Recordings) - **Complaints Against Officers** (Other than Sustained)	Final Disposition + 5 years		Mag			Department preference; compliance with Burbank PD Policy 450.7.1 (1 year is mandated by State Law); GC §34090.6; Burbank PD Policy 450.7.1
Police / Admin. / Chief	PD-012.2	PUMA Audio Recordings (Portable Audio Recordings) - **Officer Involved Shootings** (OIS)	25 years		Mag			Department preference; compliance with Burbank PD Policy 450.7.1 (1 year is mandated by State Law); GC §34090.6; Burbank PD Policy 450.7.1
Police / Admin. / Chief	PD-012.3	PUMA Audio Recordings (Portable Audio Recordings) - **that ARE evidence / Detention / Arrest**	Follows the Retention of the Evidence, Minimum 3 years		Mag			Department preference; (up to 3 years to file a felony case); compliance with Burbank PD Policy 450.7.1 (1 year is mandated by State Law); GC §34090.6; Burbank PD Policy 450.7.1
Police / Admin. / Chief	PD-013	Pursuit Critiques	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113
Police / Admin. / Chief	PD-013.5	Report to the State Commission on Peace Officer Standards / Training (POST Commission) of peace officer employment, compliant, finding, disposition, / judgement pursuant to §PC 13510.9 Report of data regarding the number, type, / disposition of complaints made against its officers	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: POLICE

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Admin. / Chief	PD-014	Reports, Studies regarding Police operations (not historical - manpower, traffic analysis, activity studies, calls for service, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090 et seq.
Police / Admin. / Chief	PD-014.1	Reports to the State Commission on Peace Officer Standards / Training (POST Commission) of peace officer employment, compliant, finding, disposition, / judgement pursuant to §PC 13510.9	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090 et seq.
Police / Admin. / Chief	PD-015	Request for Police Services	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / Chief	PD-016	Reserve Police Duty Roster	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / Chief	PD-017	Retirement Identification Card, Request for Issuance	P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Admin. / Chief	PD-004.3	Review of Officer Recordings: Body-Worn Cameras - **Complaints Against Officers** (Other than Sustained)	Final Disposition + 5 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-062	Ride-Along Waiver Form / Program Application / Card / Release / Waiver of Claims (Adults / Minors)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to accommodate DOJ's audit cycle (now 3 years); GC §34090 et seq.
Police / Admin. / Chief	PD-062.1	Roll Call Area Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-062.2	Taxi License / Renewals	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Admin. / Chief	PD-0	**Use of Force Review WITHOUT Sustained Finding of Misconduct** (not as a result of a complaint from a member of the public)	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State requires for at least 5 years for civilian's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946, 12960, 34090, PC §-832.5, VC §2547; Burbank PD Policy 300
Police / Admin. / Chief	PD-062.3	Vehicle Accident Review	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
POLICE / ADMINISTRATION / BUDGET / FINANCE								
Police / Admin. / Budget / Finance	PD-018	Asset Forfeiture Records / Forfeiture Notification / DOJ Equitable Sharing Program Expenditures , Procurement, Reconciliation of DOJ funds, DOJ Reports, etc.	Close + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets Federal DOJ guidelines (Equitable Sharing Guide); GC §34090
Police / Admin. / Budget / Finance ~~Support Services / Records~~	PD-018.2 ~~PD-125.1~~	Citation Management Monthly Invoice (the Vendor generates this)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Meets municipal government auditing standards); GC §34090
Police / Admin. / Budget / Finance	PD-018.5~~1~~	Deposits / Oracle Deposits / Deposit Batch Slips	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Meets municipal government auditing standards); GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Admin. / Budget / Finance ~~Support Services / Records~~	PD-143	Notice of Disruptive Gathering / Notice of Violation - 2nd Response	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / Budget / Finance	PD-020	Phone Bills / Cell Phone Bills (Detailed Backup)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statement / Summary is sent to Finance, detailed backup is kept in department; GC §34090
Police / Admin. / Budget / Finance	PD-021	Request for Reimbursement (Uniform / Clothing Allowance)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Budget / Finance	PD-019	Timesheets / Overtime Slips / Report (InTime Database or Oracle)	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Overtime slips are Preliminary drafts (the time card is the original); Department preference (only the summaries or exception reports are sent to Payroll); Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 -10 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §34090;
Police / Admin. / Budget / Finance	PD-022	Training Notice / Warrant Request	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
POLICE / ADMINISTRATION / COPS (Community Outreach and Personnel Services)								
Police / Admin. / COPS	PD-023	Authority to Release Personal Information	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Admin. / COPS	PD-035	Reserve Field Training Evaluation (Weekly / Monthly Field Training maintained in Filed Offices with the Training Officer)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to be consistent with other Police Department training records; GC §34090 et seq.
Police / Admin. / COPS	PD-036	Reserve Officer Activity Record	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / COPS	PD-037	Retired Officer Firearm Qualifications / Weapons Inspected	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
POLICE / ADMINISTRATION / ~~COPS~~ PROFESSIONAL STANDARDS BUREAU (PSB)								
Police / Admin. / PSB ~~COPS~~	PD-025	City Property Issued	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Admin. / PSB ~~COPS~~	PD-026	Course Evaluations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / PSB ~~COPS~~	PD-027	General Orders / Lexipol / Power DMS (Department Policies / Procedures)	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~Superseded~~	Department Preference; GC § 34090 et seq.
~~Police / Admin. / PSB COPS~~	~~PD-081~~	~~Juvenile Safety Letter~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090~~
Police / Admin. / PSB ~~COPS~~	PD-030	Pistol Range Scores	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Admin. / PSB ~~COPS~~	PD-031	Range Risk Agreement - Adult	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Claims must be filed within 6 months or 1 year); GC §34090 et seq.
Police / Admin. / PSB ~~COPS~~	PD-032	Range Risk Agreement - Minor	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Claims must be filed within 6 months or 1 year); GC §34090 et seq.
Police / Admin. / PSB ~~COPS~~	PD-038	Training Presented by City Staff - **Department Training Records - COURSE RECORDS** (Attendance Rosters, Sign-in Sheets, Outlines / Materials; includes Ethics, Harassment, Workplace Violence, Use of Force Training, Safety Training, Tailgates)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Rosters are sent to POST; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; Ethics, Harassment & Workplace Violence Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 ~~2 -3~~ years for personnel actions; 29 CFR 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); LC §6401.9(f)
Police / Admin. / PSB ~~COPS~~	PD-039	Training **Database (Training Management System)**	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Data is interrelated; GC §§12946, 12960, 34090
Police / PSB ~~Support Services / Records~~	PD-039.5 ~~PD-172~~	Wanted Bulletin	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (copies) GC §34090.7
Police / Admin. / PSB ~~COPS~~	PD-040	Weapon Inspection	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Admin. / PSB ~~COPS~~	PD-041	Weapons Database / Department Weapons / Qualification Shoot Logs (Range master)	Indefinite	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
POLICE / INVESTIGATION								
~~Police / Investigat.~~	~~PD-052~~	~~Canine (Police Dogs) Program Files: **Animal Files** (Training, etc.)~~	~~Separation + 3 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~3 years is required for animal care / treatment records; FA §32003(e), PC §597.1(d); GC §34090 et seq.~~
~~Police / Investigat.~~	~~PD-069~~	~~Case Screening Checklist~~	~~Transferred into Record's Files~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Transfer all Official Reports to Records to be placed in the Day Files.~~
~~Police / Investigat.~~	~~PD-070~~	~~Confirmation of Phone Number Letter~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090 et seq.~~
Police / Investigat.	PD-071	Crime Report Photos, Mug Shots	Follows the Retention of the Arrest Record		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~1 year~~	Department Preference; GC §34090
Police / Investigat.	PD-073	Detectives Investigation Files / Arrest Files	Transferred into Record's Files		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transfer all Official Reports to Records to be placed in the Day Files.
Police / Investigat.	PD-074	Expense Reports - Vice / Narcotics	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090 et seq.
Police / Investigat.	PD-075	Forfeiture Notification	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Investigat.	PD-076	Gang Files	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Police / Investigat.	PD-078	Informant Files ("Personal History")	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Informant information; Does not contain criminal intelligence information concerning individuals; GC §34090 et seq.

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Police / Investigat.	PD-079	Intelligence Files	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
Police / Investigat.	PD-080	Juvenile Probation Records (Voluntary Program, Gladys R Questionnaire, etc.)	Subject is 18 years old		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Investigat.	PD-090.2	Logs: Juvenile Detention Logs (Non-Secure, Monthly, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Investigat.	PD-082	Monthly Report - Vice Narcotic Section	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Investigat.	PD-084	Pawn Shop Slips	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to provide information to other agencies; Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090
Police / Investigat.	PD-086	Polygraph Charts - Child Sexual Abuse (Computer Voice Stress Analyzer)	P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC §§11169(c),11170(a)(3)
Police / Investigat.	PD-087	Polygraph Charts - Criminal Cases	Follows Retention of Crime Report		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090
Police / Investigat.	PD-088	Polygraph Charts - Homicide	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; No limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, and 799
~~Police / Investigat.~~	~~PD-036~~	~~Reserve Officer Activity Record~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090 et seq.~~

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Investigat.	PD-089	School Resource Officer Daily Log / Monthly Recap	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Investigat.	PD-090	Teletype Messages Received / Teletype Record Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
POLICE / INVESTIGATION / FORENSICS								
Police / Invest. / Forensics	PD-096	Crime Report Photographs / Negatives	Follows the Retention of the Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Invest. / Forensics	PD-092	Digital Images / Photos	Follows the Retention Period of the Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Invest. / Forensics	PD-094	Forensic Specialist Daily Log	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Invest. / Forensics	PD-094.1	LAFIS Hit Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Invest. / Forensics	PD-094.2	Latent Print ID Packet (Contains positive print ID hits / additional forensic documentation)	Follows the Retention Period of the Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Invest. / Forensics	PD-095	Latent Prints - Arrested	Follows the Retention of the Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Invest. / Forensics	PD-095.1	Latent Prints - NO Arrest	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Police / Invest. / Forensics	PD-095.2	Registrants: Gang **Adults**	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.3(a)); GC §34090
Police / Invest. / Forensics	PD-095.3	Registrants: Gang **Juveniles**	Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.3(a)); Records are destroyed pursuant to W&I §781;GC §34090
Police / Invest. / Forensics	PD-095.4	Registrants: Gang **Adults** Shared Gang Databases / **CalGang** / Written Attestations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a));11 CCR 773.8; GC §34090
Police / Invest. / Forensics	PD-095.5	Registrants: Gang **Juveniles** Shared Gang Databases / **CalGang** / Written Attestations	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a)); Records are destroyed pursuant to W&I §781; 11 CCR 774; PC §186.30; GC §34090 et seq.
Police / Invest. / Forensics	PD-097	Request for Photos	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
POLICE / PATROL								
Police / Patrol ~~Investigat.~~	PD-097.5 ~~PD-052~~	Canine (Police Dogs) Program Files: **Animal Files** (Training, etc.)	Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required for animal care / treatment records; FA §32003(e), PC §597.1(d); GC §34090 et seq.
Police / Patrol	PD-054.1	De Minimus Force log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol	PD-054.5	Drone (Unmanned Aerial Vehicle) Recordings	When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq,
Police / Patrol	PD-054	Helicopter Check	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol	PD-055	Helicopter Flight Hours Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol	PD-056	Helicopter Training Check flight Evaluation	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol	PD-057	Helicopter Unit Activity	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.

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Police / Patrol	PD-057.1	Logs: UOF / Pursuit Log, Weapons Display Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol	PD-050.1	Training Evaluation / LEFTA (Field Training, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to be consistent with other Police Department training records §34090 et seq.
Police / Patrol ~~Support Services / Records~~	PD-050.5 ~~PD-168~~	Shift Report	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.
Police / Patrol	PD-051	Vacation Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol	PD-064	Watch Commanders Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.
POLICE / PATROL / TRAFFIC								
Police / Patrol / Traffic	PD-175	Alarm Billing	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090
Police / Patrol / Traffic	PD-176	Alarm Card	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol / Traffic	PD-177	Alarm System Permit Application	Closed + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Patrol / Traffic	PD-178.1	Automated License Plate Reader Data (ALPR)	2 years		Mag			Department preference (law requires 1 year); Recordings that become evidence are stored with evidence - these are preliminary documents / transitory recordings; Consistent with Lexipol GC §34090.6 et seq.
Police / Patrol / Traffic	PD-178.5	Check Payment Refund Request / Oracle Transaction Report / Payment Receipt Books	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Meets municipal government auditing standards); GC §34090

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RECORDS RETENTION SCHEDULE: POLICE

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Police / Patrol	PD-178.2	Citation Correction Letters - Moving Violations	Completion + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-178	Citation Correction Letters - Parking Violations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-179	Citation Dismissal	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol / Traffic	PD-180	Citation Protest Files	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitation for collections is 5 years from the date of the last violation; CVC 40222(b); GC §34090 et seq.
Police / Patrol / Traffic	PD-181	Citations - Parking, Traffic, Juvenile other than marijuana citations Includes Cite Amendments	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitation for collections is 5 years from the date of the last violation; CVC 40222(b); GC §34090 et seq.
Police / Patrol / Traffic	PD-182	Citizen's Complaint of Traffic Conditions (results in Radar Trailer Surveys)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-178.3	City of Burbank Internal Service Request	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol / Traffic	PD-185	Film Permits / Applications / Certificate of Insurance	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-178.4	Off Duty Police Service Request	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol / Traffic	PD-144	Officer's Daily Log (Automated)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.

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Police / Patrol / Traffic	PD-186	Parking Inspector's Daily Log / Parking Inspector's Patrol Record (Hardcard)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.
Police / Patrol / Traffic	PD-187	PAS Device Calibration Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-187.1	Racial / Identity Profiling Act (RIPA) Annual Report Juvenile other than marijuana citations	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	11 CCR 999.228; 11 CCR 999.229; GC §§12525.5, 34090
Police / Patrol / Traffic	PD-187.2	Racial / Identity Profiling Act (RIPA) Annual Report / STOP **Source Data**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	11 CCR 999.228; 11 CCR 999.229; GC §§12525.5, 34090
Police / Patrol / Traffic	PD-188	Re-examination of Driver Requests (to DMV)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-189	Request to Remove Abandoned Vehicles (public nuisance) / Abandoned Vehicle Complaint	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-190	Special Events / Ops Plan	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-191	Traffic Control: Radar Calibration Records	Life of the Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Patrol / Traffic	PD-192	Traffic Control: Radar Trailer Surveys, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-193	Traffic Officer's Patrol Record (Hardcard)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
POLICE / SUPPORT SERVICES - COMMUNICATIONS / CAD / DISPATCH								

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Police / Support Services / Commun.	PD-049	911 Recordings / Audio Recordings / Tapes - **(CAD/RMS)** Recordings of Telephone / Radio Communications Dispatch Tapes (CAD)	2 years		Mag			Department Preference; (legally mandated for 100 days); (may be discoverable or made public in some circumstances), GC §§34090, 34090.6
POLICE / SUPPORT SERVICES / PROPERTY AND EVIDENCE								
Police / Support Services / Property & Evidence	PD-077	Gun / Narcotics Destruction Log (Documents related to)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Property & Evidence	PD-042	Logs: Evidence **Database**	Indefinite - Follows Retention of the Evidence	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
Police / Support Services / Property & Evidence	PD-043	Notice to Claim Property	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support Services / Property & Evidence	PD-045	Property List / Record / Property Identification (Green Tags) / Tag Logs	Follows the Retention of the Arrest Record		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Property & Evidence	PD-047	Digital Recordings - DUI Test After Warrant is Issued	1-years		Mag, Ppr			GC §34090.6

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Police / Support Services / Property & Evidence	PD-048	Digital Recordings - Parking Lot / Public Areas	1 year		Mag			Department preference; Does not record regular and ongoing operations; GC §§34090.6,
POLICE / SUPPORT SERVICES / JAIL								
Police / Support Services / Jail	PD-099	Cell Check Log (Automated using Gard 1 Timekeeper)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-100	Daily Jail Record - Inmates In Custody	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-100.4	Inmate Phone Recordings	2 years		Mag			Department preference (required for 100 days); GC §34090.6(a)
Police / Support Services / Jail	PD-100.1	Jail Alarm Test - Monthly Internal Alarm Testing	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-100.2	Jail Citation Books	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-100.3	Jail Cleanliness / Security Inspection Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Support Services / Jail	PD-100.3	Jail Daily Observation Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-101	Jail Meal Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-102	Jail Shift Report	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-102.1	LA County Transfer Record	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-104	Medical Service Order Control	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-104.1	Refrigerator / Freezer Temperature Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-104.2	Self Contained Breathing Apparatus Log (SCBA) - Monthly Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
POLICE / SUPPORT SERVICES / RECORDS								
Police / Support Services / Records	PD-121	Admonition of Rights	Statute of Limitations + 5 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference (some cases are capital crimes); GC §34090

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~~Police / Support Services / Records~~	~~PD-098~~	~~Agreement for Serving Time in City Jail~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090 et seq.~~
Police / Support Services / Records	PD-116	Animal Investigations / Problem Files (barking, loose dogs, dangerous dog reports, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Police / Support Services / Records	PD-122.1	Background Checks (requests for a background check of local records from outside entities)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Records	PD-123	Bail / Bond Receipt	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-124	Bail / Bond Register	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records ~~Admin. / Chief~~	~~PD-003.1~~	Certificate of Life	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090
Police / Support Services / Records	PD-126	Citation Books Issued / Citation Log Books (#s / ranges) - Parking, Traffic	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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~~Police / Support Services / Records~~	~~PD-125.1~~	~~Citation Management Monthly Invoice (the Vendor generates this)~~	~~5 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Department preference (Meets municipal government auditing standards); GC §34090~~
Police / Support Services / Records	PD-127	Citations - Juvenile Marijuana / Cannabis - HS §11357(d)	Date of Conviction or Arrest + 2 years, or reaches age 18, whichever is First.	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., GC§68152(e)(8)
Police / Support Services / Records	PD-128	Citations - Misdemeanor / Infraction - Adult Marijuana / Cannabis - HS §11357(b)(c)(d)(e) / HS §11360(b) (with procedure in HS §11361.5)	Date of Conviction or Arrest + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); GC §§68152(c)(8), 34090; H&S §11361.5
Police / Support Services / Records	PD-128.1	Clearance Letter	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090
Police / Support Services / Records	PD-129	Court Ordered Booking / CHP Bookings	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Records	PD-131	Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Filed on line with the State; Department preference; GC §34090
Police / Support Services / Records	PD-131.5	Daily Arrest Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Support Services / Records	PD-132	Desk Report - Felonies **with** IB numbers	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts / transitory records; GC §34090 et seq.
Police / Support Services / Records	PD-133	Desk Report - Felony Arrests - 799 PC Only	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts / transitory records; GC §34090 et seq.
Police / Support Services / Records	PD-134	Desk Report - Misdemeanor / Felonies **without** IB Numbers	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts / transitory records; GC §34090 et seq.
Police / Support Services / Records	PD-135	DR Case Register	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support Services / Records	PD-136	Field Investigation Cards (FIs)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary documents; GC §34090 et seq.
Police / Support Services / Records	PD-137	Inmate Booking / IB Folders - **Felonies - NOT Part 1 Felonies**	Until Inmate Deceased		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Support Services / Records	PD-138	Inmate Booking / IB Folders - **Felonies - Part 1 Felonies**	Until Inmate Deceased		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Support Services / Records	PD-139	Inmate Booking / IB Folders - **Misdemeanors**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.

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~~Police / Support Services / Records~~	~~PD-103~~	~~Jailer's Alert (Rack Card)~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090 et seq.~~
Police / Support Services / Records	PD-141	Medical Service Order - Prisoners	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
~~Police / Support Services / Records~~	~~PD-142~~	~~NCIC Validation~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090~~
~~Police / Support Services / Records~~	~~PD-143~~	~~Notice of Disruptive Gathering / Notice of Violation - 2nd Response~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~GC §34090 et seq.~~
Police / Support Services / Records	PD-145	Order after Hearing (Restraining Order, Emergency Protective Orders (EPO), Temporary Restraining Order (TRO))	Life of the Order + 3 months		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Court records - originals retained by the Court; GC §34090 et seq.
Police / Support Services / Records	PD-146	Photographic Lineup Admonition	Transferred into Record's Files		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transfer all Official Reports to Records to be placed in the Day Files.
Police / Support Services / Records	PD-147	POLICE REPORTS / INCIDENT REPORTS: **Firearms entered into CLETS (if not Permanent Retention) - Found / Recovered Firearms**	Firearm Found or Recovered	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC§ 11108.2(b); GC§ 34090

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Police / Support Services / Records	PD-148	POLICE REPORTS / INCIDENT REPORTS: **Misdemeanor / Infraction - Adult Marijuana / Cannabis** - HS §11357(b)(c)(d)(e) / HS §11360(b) (with procedure in HS §11361.5) - Except those with outstanding stolen property, including firearms, / lost firearms, serious felonies, / synthetic cannabis	2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); GC §68152(e)(8)
Police / Support Services / Records	PD-149	POLICE REPORTS / INCIDENT REPORTS: **ALL, Except Those Specifically Mentioned in the Schedule** e.g., 5150, Detention Reports, etc.	10 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
Police / Support Services / Records	PD-150	POLICE REPORTS / INCIDENT REPORTS: **Capital Crimes / Violent Felonies / Major Crimes / Sex Crimes / Child Abuse** - Capital Crimes (Crimes Subject to the Death Penalty), Sex Crimes (PC §288, 290); Substantiated Child Abuse / Severe Neglect (Adults Only)	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; others have no limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, 799, 803(h), 11169 et seq.; 11170(a); WIC 707(b)
Police / Support Services / Records	PD-151	POLICE REPORTS / INCIDENT REPORTS: **Child Abuse / Neglect Investigation Reports - Unsubstantiated / Inconclusive**	No Further Report on Suspected Abuser + 10 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC §§11169(c),11170(a)(3)

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Police / Support Services / Records	PD-152	POLICE REPORTS / INCIDENT REPORTS: **Factually Innocent Petition Accepted Records** Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, / lost firearms	Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Police / Support Services / Records	PD-154	POLICE REPORTS / INCIDENT REPORTS: **Misdemeanor Marijuana / Cannabis §11357(d) - Juvenile on School Grounds during School Hours** (with procedure in HS §11361.5)	Offender is 18 Years Old	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(d)
Police / Support Services / Records	PD-153	POLICE REPORTS / INCIDENT REPORTS: **Misdemeanor / Infraction - Juvenile Marijuana / Cannabis** - HS §11357(d) - Except those with outstanding stolen property, including firearms, / lost firearms serious felonies, / synthetic cannabis	Date of Conviction or Arrest + 2 years, or reaches age 18, whichever is First	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., GC§68152(e)(8)
Police / Support Services / Records	PD-155	POLICE REPORTS / INCIDENT REPORTS: **Missing Persons**	Found / Recovered + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-156	POLICE REPORTS / INCIDENT REPORTS: **Non-Criminal / Outside Assist** Abandoned Vehicle Reports, Information Reports, Impounded / Towed Vehicles, Sick Cared For, Suspicious Circumstances, Restraining Orders	2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090

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Police / Support Services / Records	PD-157	POLICE REPORTS / INCIDENT REPORTS: **Sealed Juvenile / Ward Cases** - Except childhood sexual assault, Child Abuse / Severe Neglect, (Substantiated), those with outstanding stolen property, including firearms, / lost firearms	Sealing Date + 5 years (or Court Order)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	CCP §§340.1, GC §34090; W&I §§389(a),
Police / Support Services / Records	PD-157.1	POLICE REPORTS / INCIDENT REPORTS: **Sealed Juvenile / Ward Cases** - Childhood Sexual Assault - **After January 1, 2024**	P	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090
Police / Support Services / Records	PD-157.2	POLICE REPORTS / INCIDENT REPORTS: **Sealed Juvenile / Ward Cases** - Childhood Sexual Assault - **Before January 1, 2024**	Age of Majority + 22 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090
Police / Support Services / Records	PD-157.5	POLICE REPORTS / INCIDENT REPORTS: **Sealed Cases** (childhood sexual assault)	Age of Majority + 22 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CCP §§340.1, GC §34090
Police / Support Services / Records	PD-158	POLICE REPORTS / INCIDENT REPORTS: **Traffic Collisions / Accident Reports**	7 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference (Fatal collisions are retained by CHP for 5 years); GC §34090
Police / Support Services / Records	PD-152	POLICE REPORTS / INCIDENT REPORTS: **Vacatur Relief Granted by Court - Victim of Human Trafficking, / Victim of Intimate Partner Violence / Sexual Violence (Nonviolent Crimes)**	Court Order + 1 year		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)

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RECORDS RETENTION SCHEDULE: POLICE

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Police / Support Services / Records	PD-152.5	Private Party Impounds (PPI) Notifications & Repossessed Vehicles Notifications	90 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records used to notify PD so if someone reports their vehicle, the PD knows it was Repossessed, not stolen; GC §34090 et seq.
Police / Support Services / Records	PD-159	Probable Cause Declaration	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-160	Public Records Request	Response + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Records	PD-161	Record Check of Applicant	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-161.1	Recorded phone lines (not dispatch)	100 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090, 34090.6
Police / Support Services / Records	PD-162	Registrants: Arson - **Adults**	P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Support Services / Records	PD-163	Arson Registrations: **Juveniles** released from Division of Juvenile Justice ~~California Youth Authority~~	Age 25 or Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Pursuant to PC §457.1 et seq.; If released from DOJJ ~~CYA~~, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
~~Police / Support Services / Records~~	~~PD-164~~	~~Registrants: Narcotic~~	~~5 years~~		~~Mag, Ppr~~			~~Department Preference; Registration is required for 5 years; GC §34090, H&S §11590 et seq., H&S §11594(a)~~

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Police / Support Services / Records	PD-165	Registrants: Sex Offenders - **Adults**	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Support Services / Records	PD-166	Registrants: Sex Offenders - **Juveniles**	P or Sealing Date + 5 years (or Court Order)		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.; W&I §781(d)
Police / Support Services / Records	PD-167	**RMS Database**	Indefinite - Follows Retention of the Crime Report	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
~~Police / Support Services / Records~~	~~PD-168~~	~~Shift Report~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Department preference (Preliminary drafts); GC §34090 et seq.~~
Police / Support Services / Records	PD-168.1	Station Visitor Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090
Police / Support Services / Records	PD-169	Subpoena Control Log / Served Subpoenas	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (copies) GC §34090.7
Police / Support Services / Records	PD-170	Subpoenas / Notice to Appear	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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~~Police / Support Services / Records~~	~~PD-172~~	~~Wanted Bulletin~~	~~2 years~~		~~Mag, Mfr, OD, Ppr~~	~~S / I~~	~~Yes: After QC & OD~~	~~Department preference (copies) GC §34090.7~~
Police / Support Services / Records	PD-173	Warrants - Foreign Warrant Register	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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PUBLIC WORKS / ADMINISTRATION AND CAPITAL PROJECTS								
Public Works / Admin. / CIP	PW-001	Job Files / Capital Improvement Projects (CIP): **Administration File** Project Administration, Certified Payrolls, Construction Manager's Logs, Daily Inspections, Photos, Project Schedules, Progress meetings, Real Estate Appraisals, Submittals, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §§336(a), 337 et. seq., GC §34090
Public Works / Admin. / CIP	PW-002	Job Files / Capital Improvement Projects (CIP): **Permanent File** As-Built Plans, Specifications, Successful Proposal, Professional Services Agreements, Change Orders, Materials Testing Reports, Grading Permits, Insurance Certificates, Hazardous Materials Plans, Notice of Completion, Shop Drawings, Soils Reports, Studies, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD ~~(Except for Mylars)~~	Department preference; retained for disaster preparedness purposes; GC §34090

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PUBLIC WORKS / ENGINEERING								
Public Works / Engineering	PW-003	Address Change Permits	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-004	Aerial Maps / Photographs - Analog or Digital and Index to Aerials	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Information Systems maintains digital aerials); GC §34090
Public Works / Engineering	PW-005	Banner Applications Permit	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Public Works / Engineering	PW-006	Encroachment Permits - **Permanent Encroachments**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-007	Encroachment Permits - **Temporary Encroachments** (debris boxes, etc.)	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Engineering	PW-008	Engineering Studies / Surveys - Preliminary Studies / Project Assessments (**Not Acquired or Developed**)	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-009	Engineering Studies / Surveys (City Built Projects)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-010	Excavation / Construction Permit Application	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Public Works / Engineering	PW-011	Excavation Permits **WITH Plans**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Public Works / Engineering	PW-012	Excavation Permits **WITHOUT Plans**	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-013	Geotechnical and Soils Reports	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-014	Newsrack Permits	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Public Works / Engineering	PW-016	Pavement Management Plans	Superseded + 5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-017	Permit to Use Street	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-018	Permits: P.C.C. Driveways and Pedestrian Ramps (in the Public Right of Way)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-019	Regulatory Agency Permits and Correspondence of Compliance	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-020	Routing Permits (Haul Routes)	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Public Works / Engineering	PW-021	Standard Construction Drawings / Details / Plans	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-022	Subdivision and Tract Files	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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Public Works / Engineering	PW-023	Subject Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Public Works / Engineering	PW-024	Survey Books / Field Notebooks (City)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-025	Transportation / Wide Load Applications and Permits	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Public Works / Engineering	PW-026	Water Discharge Permits (Swimming Pools, etc.)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41, 122.44
PUBLIC WORKS / ENGINEERING - PRIVATE DEVELOPMENT								
Public Works / Engineering / Private Develop.	PW-027	Maps, Plans and Record Drawings (Final Maps, Parcel Maps, Right of Way, Tract Maps, etc.)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Drafts should be destroyed; Some maps are also retained by Planning; Selected maps are retained in Public Works for administrative purposes; GC §34090, 34090.7
Community Develop./ Building	PW-028	Private Development Projects / Job Files: **Administration File** Plan Check Comments (Provided to Planning or Building), Construction Inspections, Photos *Examples: Annexations, CUPs, Lot Line Adjustments, Specific Plans, Split Lots, TPMs, TSMs*	Completion + 5 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All originals are maintained by Building; GC §34090.7

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Engineering / Private Develop.	PW-029	Private Development Projects / Job Files: **Permanent Files** Conditions, Drainage, Driveway, Encroachments, Grading Permits and Plans, Private Lab Verifications Rights of Way, Soils Reports, Stormwater, As-Built Plans, etc. Copies of Deeds, Dedications, Easements, Abandonments (City Clerk is OFR) *Examples: Annexations, CUPs, Lot Line Adjustments, Specific Plans, Split Lots, TPMs, TSMs*	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; GC §34090
PUBLIC WORKS / FLEET AND BUILDING MAINTENANCE								
Public Works / Fleet & Bldg. Maint.	PW-030	AQMD Permits (Generators, etc.)	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (required for 5 years); 40 CFR 70.6; GC §34090
Public Works / Fleet & Bldg. Maint.	PW-031	Elevator / Lift Permits	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Fleet & Bldg. Maint.	PW-032	Equipment Lists	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary documents; GC §34090 et seq.
Public Works / Fleet	PW-033	Equipment Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary documents; GC §34090 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Fleet	PW-034	Equipment Maintenance Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary documents); GC §34090 et seq.
Public Works / Fleet	PW-035	Pre-Trip Inspections / Safety Inspections	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	13 CCR 1234(e); VC 34505.5(c); 49 CFR 396.11; GC §34090
Lead Dept.	PW-035.1	Generator Operations Logs and Inspections (all Generators)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (stationary generators are 5 years, Portable /emergency generators are 5 years); AQMD Rule 1470; Form 400–E–13a instructions, GC §34090 et. seq.
Public Works / Fleet & Bldg. Maint.	PW-036	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Current + 2 Previous Certificates		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Fleet & Bldg. Maint. OR Streets OR Traffic	PW-037	Restitution / City Property Damage Report Billings - Cost Estimates for Damage to City Property (damaged stop signs, signals)	5 years	Yes: Before Payment	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC §34090 et seq.
Public Works / Fleet & Bldg. Maint.	PW-038	Subject Files	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Fleet & Bldg. Maint.	PW-039	Vehicle and Equipment History Files (includes warrantees)	Disposal of Vehicle or Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. Seq., 13 CCR 1234(f); GC §34090

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Public Works / Fleet & Bldg. Maint. ~~Financial Services / Purchasing~~	PW-030.5 ~~FN-062~~	Vehicle Titles "Pink Slips" for Public Works Vehicles	Upon Sale of Vehicle		Mag, Mfr, OD, Ppr	S / I		Provided to new owner upon sale; GC §34090
Public Works / Division **Providing** Service / Work	PW-041	Work Orders / Service Requests / Job Requests / Service Repair Orders **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Division **Providing** Service / Work	PW-042	Work Orders / Service Requests / Job Requests / Service Repair Orders - **All Information Entered in CMMS Database**	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Public Works / Division **Providing** Service / Work	PW-043	Work Orders / Service Requests / Job Requests / Service Repair Orders - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	~~City preference;~~ May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Fleet & Bldg. Maint.	PW-044	Work Reports (Hours / Vehicles)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
PUBLIC WORKS / RECYCLING								
Public Works / Recycling	PW-045	AB 939 Funds and Fees / SB 1383 Compliance (Organic Waste Collection and Recycling) Funds and Fees	15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SB 1383 compliance is required for 5 years 14 CCR § 18995.2; GC §34090
Public Works / Recycling	PW-046	Household Hazardous Waste Manifests	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 14 CCR 18812.4; GC §34090 et. seq.
Public Works / Recycling, Sanitation, Street, Wastewater	PW-047	NPDES Monitoring Reports	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Recycling, Sanitation, Street, Wastewater	PW-048	NPDES Permits	Expiration + 5 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Public Works / Recycling	PW-049	Large Venue Recycling Plans (e.g. Starlight)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Recycling	PW-050	Recycling Events (e.g. Schools, Public Education, Outreach)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Recycling	PW-051	State Reports (AB 939 Compliance) / SB 1383 Compliance (Organic Waste Collection and Recycling)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995;.2 H&S §39730.7; GC §34090
Public Works / Recycling	PW-052	Sustainability Programs (e.g. Green Building, etc.)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Recycling	PW-053	Used Oil Disposal	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
PUBLIC WORKS / SANITATION								
Public Works / Sanitation	PW-054	AB 939 Compliance / Solid Waste Tonnage Reports / SB 1383 Compliance (Organic Waste Collection and Recycling)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Contracted with Waste Hauler); SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995;.2 H&S §39730.7; GC §34090
Public Works / Sanitation	PW-055	Historical Records (of significant historical value)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Recycling, Sanitation, Street, Wastewater	PW-056	NPDES Monitoring Reports	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Recycling, Sanitation, Street, Wastewater	PW-057	NPDES Permits	Expiration + 5 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Public Works / Sanitation	PW-058	Regulatory Agency Permits and Correspondence of Compliance	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Sanitation	PW-059	Signature Cards - Refuse Accounts	Close of Account, Minimum - 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Sanitation	PW-060	Subject Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Sanitation	PW-061	Temporary Bin Rentals / Signature Authorizations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Sanitation	PW-062	Weight Slips - Recycling	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Sanitation	PW-063	Weight Slips - Refuse	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Division **Providing** Service / Work	PW-064	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Division **Providing** Service / Work	PW-065	Work Orders / Service Requests - **All Information Entered in CMMS Database**	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Division **Providing** Service / Work	PW-066	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	~~City preference;~~ May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / STREET								
Lead Dept.	PW-066.1	Diaries / Logs (Daily Supervisor entries Re: equipment usage, work schedules, WOOC, work order nos., special incidents / projects / jobs, weather and other noteworthy events	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (stationary generators are 5 years, Portable /emergency generators are 5 years); AQMD Rule 1470; Form 400–E–13a instructions, GC §34090 et. seq.
Public Works / Street	PW-67	Inspection Forms: Sidewalks, Streets, etc.	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Recycling, Sanitation, Street, Wastewater	PW-68	NPDES Monitoring Reports	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Recycling, Sanitation, Street, Wastewater	PW-69	NPDES Permits - Stormwater	Expiration + 5 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.

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Public Works / Fleet & Bldg. Maint. OR Streets OR Traffic	PW-70	Restitution / City Property Damage Report Billings - Cost Estimates for Damage to City Property (damaged stop signs, signals)	5 years	Yes: Before Payment	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC §34090 et seq.
Public Works / Street	PW-107	Street Sweeping Logs (Source Records)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Division **Providing** Service / Work	PW-71	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Division **Providing** Service / Work	PW-72	Work Orders / Service Requests - **All Information Entered in CMMS Database**	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Public Works / Division **Providing** Service / Work	PW-73	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	~~City preference;~~ May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / TRAFFIC								

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Traffic	PW-074	Maps and Plans (Traffic)	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Fleet & Bldg. Maint. OR Streets OR Traffic	PW-075	Restitution / City Property Damage Report Billings - Cost Estimates for Damage to City Property (damaged stop signs, signals)	5 years	Yes: Before Payment	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC §34090 et seq.
Public Works / Traffic	PW-076	Signal Intersection Reference Files	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Public Works / Traffic	PW-077	Signal Plans / Striping Plans	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Traffic	PW-078	Street and Intersection Work Orders	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Traffic	PW-079	Street / Intersection Files	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Traffic	PW-080	Subject Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police	PW-081	Traffic Accident Reports	3 years	Yes: Before Payment	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference (copies); GC §34090.7
Public Works / Traffic	PW-085	Traffic Counts	10 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Traffic	PW-086	Traffic Speed Surveys	10 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference (required every 5 years, but can be extended to 7 or 10 years); GC §34090
Public Works / Traffic	PW-086.1	Traffic Video Camera Recordings - If traffic video is not on a 48 hour loop, then traffic video retained for internal traffic studies Retention is 1 year	1 year		Mag			GC §34090.6

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PUBLIC WORKS / WASTEWATER								
Public Works / Wastewater	PW-087	Breathing Apparatus Inspection Record / Self Contained Breathing Apparatus (SCBA)	Disposal of Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; OSHA requires 1 year; GC §34090
Public Works / Wastewater	PW-088	Complaints: Unauthorized Discharges / Violations / Spills	Resolution + 5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; NPDES records are required for 3 years; 40 CFR 122.41(j)(2)
Public Works / Wastewater	PW-089	Compliance Inspection Report - NPDES Monitoring Reports - **WITH** Violations	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-090	Compliance Inspection Report - NPDES Monitoring Reports - **NO** Violations	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-091	Confined Space Entries and Logs (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090
Public Works / Wastewater	PW-091.1	FOG (Fats, Oil and Grease) / Pretreatment Annual / Quarterly Reports Industrial Pre-Treatment	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; POTW reports are required for 3 years; 40 CFR 403.12; GC §60201

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Wastewater	PW-092	Industrial Waste Applications / Industrial Waste Permits	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; POTW reports are required for 3 years; 40 CFR 403.12; GC §60201
Public Works / Recycling, Sanitation, Street, Wastewater	PW-093	NPDES Monitoring Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-094	NPDES Permits	P	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Public Works / Wastewater	PW-095	Permit for Connection to Public Sewer	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Wastewater	PW-095.1	Project Files - Water Reclamation Plant - **Final Drawings, Operations and Maintenance Manuals, Submittals**	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference, even though the private operator does the construction; would be required to continue maintenance, improvement, operation, or for investigations; GC §34090
Public Works / Wastewater	PW-096	Project Files - Water Reclamation Plant (private operator) Excludes Final Drawings, Operations and Maintenance Manuals, Submittals, which are retained Permanently	Completion + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Private operator does the construction; GC §34090.7
Public Works / Wastewater	PW-097	Sewer and Plumbing Drawings (On-site Sewers)	Until Superseded or Replaced, or 2 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD ~~No~~	Department preference; GC §34090 et. seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Wastewater	PW-098	Sewer Flushing Log Sheets (Source Records)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-099	Sewer Stoppage or Obstruction Report	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; plans must be updated every 5 years, audits are required every 2 years; GC §34090
Public Works / Wastewater	PW-100	Sludge Records (WRP)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Consistent sewage sludge requirements; 40 CFR 61.54, 122.41, 503.47; GC §34090
Public Works / Wastewater	PW-101	Statistical Reports - Self Monitoring, etc.	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-102	Status Reports - WRP Operators	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-103	Storm Drain Inspections / Logs (Source Records)	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-104	Stormwater Annual Reports	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Wastewater	PW-105	Stormwater Inspection Reports, Erosion Control Inspections and Citations	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-106	Stormwater Program: Unauthorized Discharges / Violations / Spills	Resolution + 5 years, unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; NPDES records are required for 3 years; 40 CFR 122.41(j)(2)
Public Works / Wastewater	PW-108	Wastewater / Sewer System Management Plans (SSMP) and Audits, Sanitary Sewer Overflows (SSOs) / Sanitary Spills Overflow Prevention Plan (SSOPP) / Sanitary Sewer Overflow Response Plan	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SSMPs are required to be retained 5 years and updated every 6 years; plans must be updated every 5 years, audits are required every 2 years;); SWRCB General Order ~~2006-03; &~~ 2022-0103-DWQ; 40 CFR 122.41(j)(2); GC §34090
Public Works / Division **Providing** Service / Work	PW-109	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Division **Providing** Service / Work	PW-110	Work Orders / Service Requests - **All Information Entered in CMMS Database**	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090

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Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Division **Providing** Service / Work	PW-111	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	~~City preference;~~ May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090

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RESOLUTION NO. 26-29,693

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING THE CITYWIDE RECORDS RETENTION SCHEDULE

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The City of Burbank Records Management Program was adopted in 1971 to maintain, utilize, retain, preserve, and dispose of City records in a lawful and organized manner. As part of that program, Departmental Records Retention Schedules (DRRS) were adopted and implemented, with the most recent update in 2024.

B. Best practices in records management require that the DRRS be periodically reviewed and updated to reflect technological advancements and changes in legal requirements. Updating the DRRS will improve efficiency, consistency, and transparency in the City's Records Management Program. The current DRRS has contributed to growth in stored records, which placed a significant burden on the City's limited storage capacity and available resources. A revised DRRS will ensure responsible, sustainable, and compliant records management practices.

C. California Government Code Section 34090 generally permits the destruction of City records after two years, with limited exceptions. However, many operational, legal, and historical circumstances require the City to retain certain records for periods longer than the statutory minimum. Accordingly, it is essential to maintain DRRS's that accurately reflect the City's specific needs and ensure the appropriate preservation of vital records.

D. City records may be destroyed with the written consent of the City Attorney and the approval of the City Council, which approval may be granted through the adoption of a DRRS by resolution. This process reflects recognized best practice, as it allows records to be destroyed on an as-needed basis throughout the year in accordance with an established, Council-approved schedule.

E. City staff, all departments, and a records management consultant engaged by the City have reviewed the current DRRS and contributed to the proposed revisions. The revised DRRS provides clear and specific descriptions of record types, establishes appropriate retention periods, and ensures consistency with applicable legal requirements.

F. Council previously adopted Resolution No. 24-29,509 approving the DRRS.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Resolution No. 24-29,509 is hereby rescinded.

2. The DRRS, attached as Exhibit A and incorporated by reference, is hereby approved. The City Clerk or their designee is authorized to make any non-substantive changes to finalize and implement the approved DRRS.

3. City records shall be retained for the minimum periods listed in the DRRS until approved for destruction in accordance with this Resolution.

4. City records as set forth in the DRRS are hereby authorized to be destroyed in accordance with the provision of the DRRS upon the request of the Department Director or designee, and with the consent in writing of the City Attorney and the City Clerk, or their designee.

PASSED and ADOPTED this 19th day of May 2026.

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 Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the 19th day of May 2026, by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

Copies or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term "records" shall include all records as defined by the California Public Records Act.

STRUCTURE: CITY-WIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (e-mails, letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. The department retention schedules may be organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule, or look in the index to the schedules (provided after approval.)

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free office space and computer storage space
- Reduce the cost of records storage – paper and electronic
- Eliminate duplication of effort within the City
- Find records faster
- Determine what media should be used to store records

AUTHORIZATION TO DESTROY RECORDS (Paper or Electronic Records):

Destruction or deletion of an **official (original) record** that has exceeded its retention period (and has SUBSTANTIVE CONTENT) must be **authorized prior to destruction or deletion.**

- If there is a **minimum** retention ("**Minimum 2 years**"), the destruction / deletion must be authorized before it is destroyed, as it is an official (original) record.

Copies, drafts, notes and non-records (or originals that do NOT have SUBSTANTIVE CONTENT) do **NOT require authorization,** and can be destroyed "**When No Longer Required**."

If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft, copy, or the Content is NOT Substantive.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).**"

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the Official (original or "record copy") record for its retention period, then authorizes destruction. Usually, it is the department that originates the record. The official (original) record may be the paper / hard copy version of the record; however the electronic record may be the official (original) record. See the "Destroy Paper after Imaged & QC'd" below for the Legal Requirements for the electronic record to be the official (original) record.

Records Description: The record series (a group of like records).

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active *(guideline)*: How long the file remains in the immediate office area
Inactive *(guideline)*: How long the file is in off-site storage, stored electronically in accordance with law (see below)
Total Retention: The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.
P = Permanent
Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated and certain data may require minimum retention.
Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) **terms used in State law**:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper, Mylar, Linen, "Hard Copy"
OD = Optical Disk or other **Unalterable Media which does not allow changes**

Scan / Import (*guideline*)**:**
"S" indicates the record should be scanned into the document imaging system;
"I" indicates the record should be electronically imported into the document imaging system;
"M" indicates the record was microfilmed

Destroy Paper after Imaged & QC'd (quality checked) / Trustworthy Electronic Record: "Yes" means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format) **IF (these are the legal requirements for the electronic record to serve as the official (original) record)** the electronic record is also **placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM**, **or microfilmed**) which is **stored in a safe & separate location**.
Employees are required to Quality Check ("QC'd") both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes;** other legal mandates may apply.

Legend for legal citations (§: Section)
CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)
B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC Public Resources Code
USC: United States Code (US)
CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen..: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

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FY_25-26 Update

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CD – COMMUNITY DEVELOPMENT
CM – CITY MANAGER
CT – CITY TREASURER
FD – FIRE
FIN – FINANCIAL SERVICES
IT – INFORMATION TECHNOLOGY
LIB – LIBRARY SERVICES
MS – MANAGEMENT SERVICES
PD – POLICE
PRCS – PARKS, RECREATION AND COMMUNITY SERVICES
PW – PUBLIC WORKS

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY-WIDE (Used by ALL Departments)								
Lead Dept. (Managing the Agreement / Contract)	CW-005	Agreements / Contracts - **ADMINISTRATION RECORDS** Project Schedules, Correspondence with Vendor, Includes Records related to Administering Agreements/Contracts, etc. (See City Clerk for Original Agreements / Contracts)	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §§336(a), 337 et. seq., GC §34090
Lead Dept.	CW-011	Boards, Commissions, / Committees: Citizens Advisory Bodies Formed by CITY COUNCIL **AGENDAS, AGENDA PACKETS**	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
Lead Dept.	CW-011.1	Boards, Commissions, / Committees: Citizens Advisory Bodies Formed by CITY COUNCIL **Attendance Reports**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Lead Dept.	CW-012	Boards, Commissions, / Committees: Citizens Advisory Bodies Formed by CITY COUNCIL **MINUTES / BYLAWS**	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090 et seq.
Lead Dept.	CW-013	Boards, Commissions, / Committees: **City Council Ad Hoc Committees** (Composed solely of less than a quorum of the City Council)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All recommendations are presented to the City Council; GC §34090 et seq.
	CW-014	Boards, Commissions, / Committees: **External** Organizations (e.g. County Board of Supervisors)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records
	CW-015	Brochures: See Reference Manuals				S / I	Yes: After QC & OD	

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Treasurer	CW-017	Cash Receipts Detail / Treasurer's Receipts ("TRs") / City Treasurer Deposit Reports / Deposit Cash Receipts / Backup / Cash Summaries / Accounts Receivable Detail / Refund Detail	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - meets municipal government auditing standards; GC §34090
Lead Dept.	CW-018	Cell Phone Bills (Detailed Backup)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statement / Summary is sent to Finance, detailed backup is kept in department; GC §34090
Lead Dept.	CW-021	Committees **Internal - Attended by employees:** All Records (e.g. Records Management Committee, In-House Task Forces, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead **(Responding)** Dept.	CW-022	Complaints / Concerns from Citizens **(operational)**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §340 et seq., 342, GC §§ 911.2, 34090
Lead **(Responding)** Dept.	CW-023	Complaints / Concerns from Citizens Computer Tracking Software	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090
	CW-024	Contracts: See Agreements				S / I	Yes: After QC & OD	
	CW-025	Copies / duplicates of any record	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	The City Manager may authorize destruction of duplicate records no longer required, provided the original record is retained - BMC §2-1-1007; AP I-8 GC §34090.7

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document (from an outside source)	CW-026	Correspondence - **ROUTINE (IF CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business)** (e.g. Administrative Files, e-mail / email with SUBSTANTIVE content, General Files, Letters, Memorandums, Miscellaneous Reports, Press Releases, Public Records Requests, etc.) SUBSTANTIVE synonyms: Significant, Meaningful, Considerable, Essential	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose v. Superior Court (2017) 2 Cal.5th 608; GC §34090
Dept. that **Authors** Document or Receives the City's Original Document	CW-027	Correspondence - **Content NOT Substantive**, / NOT made / retained for the purpose of preserving the informational content for future reference (see comments) Transitory documents such as calendars, checklists, social media posting, invitations, instant messaging, logs, mailing lists, meeting room registrations, supply inventories, telephone messages, transmittal letters, thank yous, requests from other cities, Teams videoconference chats, notes / recordings, undeliverable envelopes / returned mail, visitors logs, voice mails, etc., unless content substantive.	When No Longer Required, or 90 days, whichever is Shorter		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Electronic and paper records are categorized, filed and retained based upon the **CONTENT of the record.** Records where either the **CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business**, or ARE made or retained for the purpose of preserving the informational content for future reference **are SAVED by placing them in an electronic or paper (project) file folder and retained for the applicable retention period** of that project. If not mentioned here, consult the City Attorney to determine if a record is considered transitory/ preliminary drafts. GC §34090, GC §§ 7927.500, 64 Ops. Cal. Atty. Gen. 317 (1981); City of San Jose v. Superior Court (2017) 2 Cal.5th 608

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used By ALL Departments)

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HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-027.1	Correspondence - **Emails / E-mails - Content NOT Substantive,** / NOT made / retained for the purpose of preserving the informational content for future reference (see comments). Transitory documents such as calendars, checklists, invitations, instant messaging, logs, mailing lists, meeting room registrations, supply inventories, telephone messages, transmittal letters, thank yous, requests from other cities, undeliverable envelopes / returned mail, visitors logs, voice mails, etc., unless content substantive.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Electronic and paper records are categorized, filed and retained based upon the **CONTENT of the record.** Records where either the **CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business**, or ARE made or retained for the purpose of preserving the informational content for future reference **are SAVED by placing them in an electronic or paper (project) file folder and retained for the applicable retention period** of that project. If not mentioned here, consult the City Attorney to determine if a record is considered transitory/ preliminary drafts. GC §34090, GC §§ 7927.500, 64 Ops. Cal. Atty. Gen. 317 (1981); City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Lead Dept.	CW-029	Drafts / Notes: Drafts that are revised (retain final version)	Until the adoption of the final document.		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §34090,GC §§ 7927.500
Lead Dept.	CW-030	Facility Use Applications / Facility Use Permits / Room Reservation Applications	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-031	GIS Database / Data / Layers (both City-wide / Specialized)	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.

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Lead Dept. (Managing the Grant)	CW-032	Grants (**UNSUCCESSFUL** Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Managing the Grant)	CW-033	Grants / CDBG / Reimbursable Claims / FEMA / OES Reimbursement Claims / Subventions **(SUCCESSFUL** Reports, other records required to pass the funding agency's audit, if required) Send Grant Financial Reports to Finance Applications (successful), program rules, regulations procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - **5 years**, unless Grant Conditions requires longer retention		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(a)(7), GC §34090
Lead Dept.	CW-034.1	Hazardous Waste Manifests	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference (City has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §34090
Lead Dept.	CW-036	Leave Slips	When No Longer Required, or 90 days, whichever is shorter.		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary draft / transitory record; GC §34090

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Lead Dept.	CW-038	Material Data Safety Sheet (MSDS) / Safety Data Sheets (SDS) / Chemical Use Report Form (/ records of the chemical / substance / agent, where / when it was used)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous MSDS may be obtained from a service; **MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years**; Applies to qualified employers; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 910.1020(d)(1)(ii)(B), GC §34090
Lead Dept.	CW-041	Newspaper Clippings / Online News Articles	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records - may be obtained from the newspaper company; GC §34090
Staffing Dept.	CW-042	Notices: Public Hearing Notices, Affidavit of Posting (City Clerk maintains Legal Advertising)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for some Municipal Government actions is 3 - 6 months; CCP §§335 et seq, 349.4; GC §§34090, 54960.1(c)(1); 65009(c)(1)
Manag. Services / Human Resources	CW-044	Personnel Files **Retained at the Department/Division level** (When an employee transfers to a different department, / separates from the City, the file should be sent to Management Services) Send all originals to Human Resources	Upon Separation or Transfer, Send to Management Services	Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Ensure records kept in Department files comply with City policy (all originals are sent to Human Resources); GC §34090.7
Lead Dept.	CW-045	Personnel Files **(Supervisor's Notes)**	2 years (After Incorp. In Evaluation)	Before Annual Performance Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-046	Personnel Work Schedules	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Lead Dept. (Who Operates the Vehicle)	CW-047	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	13 CCR 1234(e); VC 34505.5(c); 49 CFR 396.11; GC §34090
Responding Dept.	CW-047.5	Photographs, Videos of Events	Response + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary draft / Content Not Substantive (retention is placed on the final plan, report or brochure); GC §34090 et seq.
Responding Dept.	CW-048	Public Records Act Requests	Response + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retention period is for responses created to PRA requests only. Any records produced with response remain subject to relevant retention periods; GC §34090
Lead Dept.	CW-049	Public Relations / Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-050	Purchase Orders - **Department POs - Under $5,000**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; consistent with municipal government auditing standards; Finance retains Purchase Orders over $5,000; GC §34090
Lead Dept. (Who Ordered the Appraisal)	CW-052	Real Estate Appraisal Reports (Acquisition / Sale): Property **NOT** purchased, Loans not funded, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; GC §§34090, 7928.705
Lead Dept. (Who Ordered the Appraisal)	CW-053	Real Estate Appraisal Reports (Acquisition / Sale): **Purchased** Property, Funded Loans	5 years after Purchase Completed	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(a)(7); GC §34090
Lead Dept.	CW-055	Reference Materials: Policies, Procedures, Brochures, Handbooks, Manuals, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies, Newsletters / Reports (if not provided in the schedule.): Produced by **YOUR Department**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
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Retentions begin when the act is completed unless otherwise noted, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-056	Reference Materials: Policies, Procedures, Brochures, Handbooks, Manuals, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies, Newsletters / Reports (if not provided in the schedule.): Produced by **OTHER Departments**	When Superseded, or No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
	CW-057	Reference Materials: Policies, Procedures, Brochures, Handbooks, Manuals, Plans (if not provided in the schedule.) Standard Operating Procedures (SOPs), Studies, Newsletters / Reports (if not provided in the schedule.): Produced by **OUTSIDE ORGANIZATIONS** (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-Records
Lead Dept.	CW-058	Reports / Studies (**Historically significant** - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-059	Reports / Studies (**other than Historically significant** - e.g. Annual Reports)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Information is outdated after 5 years; GC §34090
Lead Dept.	CW-061	Safety: OSHA Inspections / Citations, Log 200 / Log 300, 301, 301A, Safety Committee Minutes	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090.7; LC §6429c
Lead Dept.	CW-062	Speaker Cards, Meeting Notes (submitted at public meetings)	When Minutes are Approved		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transitory records not retained in the ordinary course of business (used to accurately produce minutes); GC §34090 et seq.

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HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-063	Special Event Permits	Expiration + 2 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-063.1	Subject Files	2 years from completion or when no longer required, whichever is longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-064	Surveys / Questionnaires (that the City issues). Responses, Reports / Summaries	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-066	Time Sheets / Time Cards / Time Logs (With Employee Signatures)	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (only the summaries or exception reports are sent to Payroll); Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 -10 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
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Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
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HOLDS: Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-066.5	Training **EMPLOYEE RECORDS** (If Records are Created - filed by Employee Name) **Required Information by Employee for all Employee Training for Separation + 5 years:** Employee Name Training Provider's Name Date Duration (length) Core Competencies / Skills Certifications / Qualification Documents	Separation + 5 years		Mag			LC §§1198.5, 6401.9(f), 6429(c); 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); 53238.3(b)
Lead Dept. (Presenting the Training)	CW-067	Training Presented by Staff - ALL **COURSE** RECORDS Attendance Rosters, Sign-in Sheets, Outlines / Materials: includes Ethics, Fiscal & Financial, Harassment, Workplace Violence, Safety Training, Tailgates)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Ethics, Fiscal & Financial Harassment & Workplace Violence Training is 5 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); , 53238.3(b); LC §6401.9(f)

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RECORDS RETENTION SCHEDULE: BURBANK WATER and POWER
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If the record is not listed here, refer to the Retention for City-Wide Standards								
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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / CUSTOMER SERVICE / MARKETING								
BWP / Customer Service / Marketing	BWP-007	Accounts Receivable: Billing Backup for BWP Projects, Cash Exceptions, Cash Sheets, Create Transfer Records, Deposit Worksheets (FP, RP, Clipboard), Electronic Payments	Project Completion + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); 18 CFR 125.3; GC §34090
BWP / Customer Service / Marketing	BWP-008	Armored Manifest Books	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-010	Bankruptcies - BWP Customers - **WHERE A CLAIM IS FILED**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (negative information remains on credit ratings for 7 years); GC §34090
(Bank)	BWP-10.1	Bankruptcies - BWP Customers - **NO CLAIM FILED**	Not More than 90 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not City records (account is closed and bankruptcy noted in database)
BWP / Customer Service / Marketing	BWP-011	Bill Inserts / Marketing	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
(Bank)	BWP-11.1	Checks deposited to Bank (City scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	These are bank instruments, and not City records; per bank agreement.
BWP / Customer Service / Marketing	BWP-012	Collections / Master Collection List / Write Offs / Collection Agency Assignments (/ associated disputes)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (negative information remains on a customer's credit rating for 7 years; GC §34090
BWP / Customer Service / Marketing	BWP-013	Complaint Tags / Service Tags	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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BWP / Customer Service / Marketing	BWP-014	Conservation Records	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
BWP / Customer Service / Marketing	BWP-015	Credit Card Receipts (Summaries are sent to City Treasurer)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-016	Customer Account Adjustment Backup	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-017	Customer Receipts (Payment stubs / receipts)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
BWP / Customer Service / Marketing	BWP-018	Customer Service **Database**	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Data is interrelated); Data cannot be destroyed, written over, or altered without approval by City Council; 18 CFR 125.3; GC §34090
BWP / Customer Service / Marketing	BWP-019	Hang Tag List: Discontinuance Notices (DEWNS / CREMS)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-020	Large Customer Meetings, Public Relations (e.g. Warner Bros., etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / Customer Service / Marketing	BWP-021	Life Support Application / Life Line (Seniors, Disabled Persons, Low Income) / Burbank Utility Service Subsidy (BUSS) for income-qualified customers	Denial or Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Customer Service / Marketing	BWP-021.1	Medical Necessity Customers (Emergencies / Shut-offs - Customers who must have electricity / water for critical medical equipment)	Expiration + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Confidential; Department preference; GC §34090
BWP / Customer Service / Marketing	BWP-022	Meter Databases: Data pulse, Remote Locations, Tampering, Time of Day, etc.	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; This data cannot be destroyed without Council approval; GC §34090
BWP / Customer Service / Marketing	BWP-023	Miscellaneous Receipts	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); 18 CFR 125.3; GC §34090
BWP / Customer Service / Marketing	BWP-024	Project Share Processed Vouchers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); 18 CFR 125.3;GC §34090
Lead Dept.	BWP-026	Public Relations / Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Customer Service / Marketing	BWP-027	Rebate Programs / Toilet Rebates, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
BWP / Customer Service / Marketing	BWP-028	Residential / Commercial Applications for Service	Termination + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	18 CFR 125.3; GC §34090

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RECORDS RETENTION SCHEDULE: BURBANK WATER and POWER
(Customer Service / Marketing, Electric, Finance, Power, Technology, Water)

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BWP / Customer Service / Marketing	BWP-029	Service Requests - Connects / Disconnects - Electric / Water (entered into Database)	Indefinite	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
BWP / Customer Service / Marketing	BWP-029.1	Water Billing: Appeals - Payment Delinquency / Impending Discontinuation	Final Decision + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
BWP / Customer Service / Marketing	BWP-029.2	Water Billing: Non-payment Notices / Notice of Payment Delinquency / Impending Discontinuation (Initial, Final)	Date of Notice + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
BWP / Customer Service / Marketing	BWP-029.3	Water Billing: NSF Checks / Adjustments to Customer accounts	Date of Notice + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
BWP / Customer Service / Marketing	BWP-029.4	Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan + 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116910
BWP / Customer Service / Marketing	BWP-029.5	Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	When Superseded; Minimum 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Must post to Website; H&S §116906; GC §34090
BWP / Customer Service / Marketing	BWP-029.6	Water Billing: Report of Annual Discontinuations of Residential Service	Minimum 2 years		Mag, Ppr, Mfr, OD	S / I	Yes: After QC & OD	Must post to Website; H&S §116918; GC §34090

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BWP / ELECTRIC SERVICES								
BWP / Electric Services / Customer Service	BWP-030	Electric Service Orders - Service Confirmations / Complaints **Database** /Customer Information System **Database**	Indefinite	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; 18 CFR 125.3 GC §34090
BWP / Electric Services	BWP-031	Electric Service Orders - **Service Confirmations** / CIS-Banner with **Hard Copy Drawings**	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090
BWP / Electric Services	BWP-032	Electric Service Orders - **Complaints** (Work Completed in the Field) - Crewmembers findings with signatures / initials	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090
BWP / Electric Services	BWP-033	Equipment Sheets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Electric Services	BWP-035	Job Orders / WAM (Work / Asset Management) / Lifecycle Works - **Hard Copies (Completed Paper Versions with field notes)**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
BWP / Electric Services	BWP-034	Job Orders **Database** / WAM (Work / Asset Management) **Database** / Lifecycle Works	Indefinite - Until Superseded or Updated	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Only used for databases where information is continually updated or superseded; Data is interrelated; GC §34090
BWP / Electric Services	BWP-036	Joint Pole Agreements	When Asset Removed from Service + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / Electric Services	BWP-036.1	Lockout-Blockout / Lockout-Tagout	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
BWP / Lead Div.	BWP-037.1	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Administration File** Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, Real Estate Appraisals, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §§336(a), 337 et. seq., 18 CFR 125.3; GC §34090
BWP / Lead Div.	BWP-038	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Permanent File** Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, O&M Manuals, Photos, Soils Reports, Studies, Submittals, Surveys, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; 18 CFR 125.3; GC §34090
BWP / Lead Div.	BWP-039.1	Underground Service Alerts (USA's) / Dig Alerts - BWP	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; entered into DigAlert Software; the Excavator, Operator and the Regional Notification Center has the obligation to retain the notice for 3 years; GC §§4216.2(f); GC §34090

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BWP / Electric Services	BWP-040	Work Orders	10 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090, 12168.7
BWP / FINANCE (BWP)								
Financial Services / Accounting	BWP-041	Financial Services **Database**	Indefinite (Minimum 10 years)	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; FERC requires 10 years for GLs, Subsidiary Ledgers and Journal Vouchers; 18 CFR 125.2 & 125.3; GC §34090
BWP / BWP Finance	BWP-043	Risk Management Meeting Minutes / Risk Oversight Committee Meeting Minutes	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; OSHA requires 5 years for safety records; State law requires 2 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960, 34090
BWP / BWP Finance	BWP-043.5	Vehicle Titles "Pink Slips" for BWP Vehicles	Upon Sale of Vehicle		Mag, Mfr, OD, Ppr	S / I		Provided to new owner upon sale; GC §34090
BWP / POWER SUPPLY								
BWP / Power Supply	BWP-044	California Energy Commission (CEC) Licenses / Regulatory Correspondence that is Tied to an Asset	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-045	California Energy Commission (CEC) Reports	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 18 CFR 125.3; GC §34090
BWP / Power Supply	BWP-047	Department of Energy (DOE) Licenses / Regulatory Correspondence that is Tied to an Asset	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / Power Supply	BWP-048	Department of Energy (DOE) Reports	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 18 CFR 125.3; GC §34090
BWP / Power Supply	BWP-049	Environmental / Electrical Equipment Disposal - Hazardous Material	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
BWP / Power Supply	BWP-049.3	Environmental Records (CARB with Cap-and-Trade Obligation) Reports, Inspections, Audits, Enforcement, Submittals, Plans, Training Records, Logs, Procedures.	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	17 CCR § 95105; GC §34090 et seq.
BWP / Power Supply	BWP-049.4	Environmental Records (EPA SPCC, EPA NPDES, EPA GHG, SWRCB IGP and Vault Dewatering Permit, Wastewater local permit,) Reports, Inspections, Audits, Enforcement, Submittals, Plans, Training Records, Logs, Procedures.	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR § 98.3(g); 40 CFR § 112.7(e); 40 CFR § 122.41; GC §34090 et seq.
BWP / Power Supply	BWP-049.5	Environmental Records (EPA Title V, SCAQMD, Cal ARP, CARB no Cap-and-Trade Obligation) Reports, Inspections, Audits, Enforcement, Submittals, Plans, Training Records, Logs, Procedures.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR § 70.6(a)(3)(ii)(B); 17 CCR § 95105; GC §34090 et seq.
BWP / Power Supply	BWP-050	Facility Histories / Infrastructure Design	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090; 18 CFR 125 et seq.
BWP / Power Supply	BWP-051	FERC (Federal Energy Regulatory Commission) Inspections that are Tied to an Asset	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / Power Supply	BWP-052	FERC (Federal Energy Regulatory Commission) Licenses / Regulatory Correspondence that is Tied to an Asset	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Lead Dept.	BWP-127	Generator Operations Logs / Inspections (all Generators)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (stationary generators are 5 years, Portable /emergency generators are 5 years); AQMD Rule 1470; Form 400–E–13a instructions, GC §34090 et. seq.
BWP / Power Supply	BWP-053	Load Records	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 18 CFR 125.3. GC §34090;
BWP / Power Supply	BWP-054	Logs / Diaries	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-055	Manifest (EPA Standard)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
BWP / Power Supply	BWP-056	NERC (North American Energy Corporation) **Audits**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-057	Power Outage Report Database	Indefinite		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
BWP / Power Supply	BWP-058	Power Outage Reports	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; The database is the original; GC §34090 et seq.
BWP / Power Supply	BWP-059	Power Production Operating Data Logs	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / Power Supply	BWP-060	Power Trading / Power Scheduling (Check Out Worksheets)	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference auditing standards are 5 years,; ; GC §34090
BWP / Power Supply	BWP-061	Power Trading / Power Scheduling (Confirmations, Invoices)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (audited every 6 years); GC §34090
BWP / Power Supply	BWP-062	Power Trading / Power Scheduling (Generation Worksheets)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (audited every 6 years); GC §34090
BWP / Power Supply	BWP-063	Power Trading / Power Scheduling (Pathing Sheets)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (audited every 6 years); GC §34090
BWP / Power Supply	BWP-064	Power Trading / Power Scheduling (Voice Recordings)	10 years		Mag, Ppr			Department Preference (audited every 6 years); GC §34090
BWP / Lead Div.	BWP-065	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Administration File** Project Administration, Certified Payrolls, Project Schedules, Progress meetings, Real Estate Appraisals, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §§336(a), 337 et. seq., GC §34090

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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / Lead Div.	BWP-066	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Permanent File** Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Construction Management Logs, Daily Inspection Diary, Notice of Completion, O&M Manuals, Photos, Soils Reports, Studies, Submittals, Surveys, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; GC §34090; 18 CFR 125 et seq.
BWP / Power Supply	BWP-069	Regulatory Filings (FERC, CEC, NERC, etc.)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 18 CFR 125.3; GC §34090
BWP / Power Supply	BWP-070	Sampling / Circular / Strip Charts	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-071	SCADA Database (Power) (Supervisory Control / Data Acquisition) - ECC	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; GC §§34090, 12168.7
BWP / Power Supply	BWP-072	SCADA Log Books	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Power Supply	BWP-074	Switching Order Logs	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
BWP / Power Supply	BWP-075	Utility Standards	Superseded + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / Power Supply	BWP-076	WECC (Western Electricity Coordination Council) **Audits**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / TECHNOLOGY								
BWP / Technology	BWP-077	License - FCC	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Technology	BWP-078	Communications - Frequency Coordination Files Supporting Files that Support Concurrence Letters that are a Condition of City's FCC License	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Needs to be permanent as these are supporting files that support our concurrence letters that are a condition of our FCC Licenses; GC §34090
BWP / Technology	BWP-079	Communications - Priority Correspondence	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Technology	BWP-080	Communications - Subject / Correspondence Files	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Technology	BWP-081	Concurrence Letters Supporting Concurrence Letter that are a Condition of City's FCC License	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Needs to be permanent as these are supporting files that support our concurrence letters that are a condition of our FCC Licenses; GC §34090
BWP / Technology	BWP-082	Estimates - Preliminary, In Process, Completed	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Technology	BWP-083	Fiber Optic / Network Drawings	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
BWP / Technology	BWP-084	Systems Support: Fiber optics / Communications / Leases	Termination + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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BWP / WATER DISTRIBUTION								
BWP / Water Dist.	BWP-085.1	Backflow Testing / Cross Connection Testing	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; exceeds SWRCB Cross-Connection Control Policy Handbook Section 3.5.1 requires records be retained for the previous three calendar years,; GC §34090
BWP / Water Dist.	BWP-085	Chains of Custody: **Bacteriological / Organics**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Actual laboratory reports may be kept, or data may be transferred to tabular summaries; State law requires 5 years; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470
BWP / Water Dist.	BWP-086	Chains of Custody: **Chemical** (Includes Chlorine Residuals) Disinfectant Residuals, Disinfection Byproducts, / Disinfection Byproduct Precursors)	12 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (10 years is required); 40 CFR 141.33(a); 22 CCR §§64470, 64537,
BWP / Water Dist.	BWP-087	Chains of Custody: **Lead / Copper**	12 years, , or 2 Compliance Cycles, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Lead and Copper are required for 12 years or 2 compliance cycles (some compliance cycles are nine years); 22 CCR 64400.25; 22 CCR §64470; 22 CCR 64690.80; 40 CFR 141.33(a); 40 CFR 141.91
BWP / Water Dist.	BWP-089	Customer Concerns / Customer Complaints: Odor / Taste / Visual Complaints about Potable Water	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470(a)
BWP / Water Dist.	BWP-091	Environmental Agencies / Regulatory Agencies (EPA, DHS, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Water Dist.	BWP-092	Fire Hydrant Flow Tests (Development / Maintenance) - **Database**	Indefinite - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (data is interrelated); GC §34090

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BWP / Water Dist.	BWP-093	Fire Hydrant Flow Tests (Development / Maintenance) - **Paper**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (valves are exercised every year); GC §34090
BWP / Water Dist.	BWP-095	Hydrant Meters - Rentals / Temporary (Pools, Construction)	End of Rental + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
BWP / Water Dist.	BWP-094	Inspections for Underground Vaults	Next Inspection + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (inspections are conducted every year); GC §34090
Division Providing Service / Work	BWP-096	Job Orders - 1000 - 6999 Series - **(Work done by Other Divisions for Water)**	Copies - When No Longer Required or 90 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CCP §§338 et seq., 340 et seq., 342,- GC §34090.7
Division Providing Service / Work	BWP-097	Job Orders - 2400 Series - **(Domestic Water Service)**	Completion + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets DHS requirements for water distribution systems); CCP §§338 et seq., 340 et seq., 342, GC §34090
Division Providing Service / Work	BWP-098	Job Orders - 8000 range **(Multifamily Dwellings)**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (5 years meets DHS requirements for water distribution systems); CCP §§338 et seq., 340 et seq., 342, GC §34090
Division Providing Service / Work	BWP-099	Job Orders - **All Information Entered in CMMS Database**	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	BWP-100	Job Orders - **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090

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RECORDS RETENTION SCHEDULE: BURBANK WATER and POWER
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BWP / Water Dist.	BWP-101	Log Book (Pump Houses)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Water Dist.	BWP-102	NPDES Monitoring Reports (Water Operations)	Expiration + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
BWP / Water Dist.	BWP-103	NPDES Permits - Water Distribution	Expiration + 3 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
BWP / Water Dist.	BWP-104	Operating Permit	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Div.	BWP-105	Operations / Maintenance Manuals / O&M Manuals	Disposal of Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
BWP / Lead Div.	BWP-105.1	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Administration File** Project Administration, Certified Payrolls, Construction Management Logs, Daily Inspection Diary, Project Schedules, Progress meetings, Real Estate Appraisals, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, CCP §§336(a), 337 et. seq., GC §34090
BWP / Lead Div.	BWP-105.2	Project Files / Capital Improvement Project Files (CIP) / Jobs: **Permanent File** Plans, Record Drawings / "As Builts", Specifications, Bids/RFPs, Successful Proposal, Change Orders, Inspections, Materials Testing Reports, Grading Permits, Hazardous Materials Reports, Notice of Completion, O&M Manuals, Photos, Soils Reports, Studies, Submittals, Surveys, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; GC §34090

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BWP / Water Dist.	BWP-105.4	Public Notices - Potable Water (Tier 1, 2, / 3)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR §64470; GC §34090
BWP / Water Dist.	BWP-105.6	Reservoirs: **Flushing, Disinfection / Cleaning**	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Flushing, Disinfection, Inspection and Cleaning is required for 3 years; 22 CCR §64604(c); GC §34090
BWP / Water Dist.	BWP-106	SCADA Database (Water) (Supervisory Control / Data Acquisition)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; GC §§34090, 12168.7
BWP / Water Dist.	BWP-107	Service Orders - Meter Location Maps	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
BWP / Water Dist.	BWP-108	Source Water Analysis / Reports / Sampling: **Bacteriological / Organics**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 141.33(a)
BWP / Water Dist.	BWP-109	Source Water Analysis / Reports / Sampling: **Chemical** (Includes Chlorine Residuals)	12 years		Mag, Mfr, OD, Ppr	S / I	Yes (after QC)	State law requires 12 years, Federal 10 years; 40 CFR 141.33(a); 22 CCR §64470
BWP / Water Dist.	BWP-110	Source Water Analysis / Reports / Sampling: **Lead / Copper**	12 years		Mag, Mfr, OD, Ppr	S / I	Yes (after QC)	Required for 12 years or 2 compliance cycles; 40 CFR 141.91
BWP / Water Dist.	BWP-112	Superfund Project / Burbank Operable Project (Water Quality, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes (after QC)	Department preference; GC §34090
BWP / Lead Div.	BWP-113	Underground Service Alerts (USA's) / Dig Alerts - Water	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; entered into DigAlert Software; the Excavator, Operator and the Regional Notification Center has the obligation to retain the notice for 3 years; GC §§4216.2(f); GC §34090
City Clerk	BWP-114	Urban Water Management Plans (UWMP)	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies) GC §34090.7
BWP / Water Dist.	BWP-115	Videos - Water Wells, Repairs, Reservoirs, Tanks, etc.	Life of the Asset		Mag			Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: BURBANK WATER and POWER
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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
BWP / Water Dist.	BWP-116	Vulnerability Assessment / Emergency Response Plan / Risk / Resiliency Assessment / Hazard Mitigation Plan	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Confidential; 42 USC 300i-2(c); GC §34090 et seq
BWP / Water Dist.	BWP-118	Water Production Reads / Reports (to State DHS / DWR)	From Reporting + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Exceeds California Department of Health requirements (3 years); GC §34090
BWP / Water Dist.	BWP-119	Water Quality Reports / Consumer Confidence Reports	12 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Required for 12 years or 2 compliance cycles; 40 CFR 141.33(a); 40 CFR 141.155. 22 CCR §64470; 22 CCR §64483(g); GC §34090
BWP / Water Dist.	BWP-121	Water Survey Books	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; This is Best Practice to keep records and in line with industry standards, could affect real property; GC §34090
BWP / Water Dist.	BWP-122	Well Records (includes Destroyed / Abandoned Wells)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: CITY ATTORNEY

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY ATTORNEY								
City Attorney	CA-002	Outside Counsel Bills	Termination of Service + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
City Attorney	CA-003	Airport Related Files (Including Litigation) Final Documents Only	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-004	Amicus Briefs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-005	Bankruptcies	Final Resolution + 2 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained for auditing purposes; GC §34090
City Attorney	CA-006	Citations / Criminal Complaints	Incident Date + 7 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Attorney is OFR for the Claim; GC §34090.7
City Attorney	CA-007	Citations / Criminal Complaints: Misdemeanor - Adult Marijuana / Cannabis - HS §11357(b)(c)(d)(e) / HS §11360(b) (with procedure in HS §11361.5)	Incident Date + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); GC §68152(e)(8)
City Attorney	CA-007.1	Closed Session Notes	Resolution + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Develop. / Code Enforcement	CA-008	Code Enforcement Files	Current + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies / preliminary drafts); GC §34090.7
City Attorney	CA-008.5	Criminal Case Appeals	Final Resolution +25 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained for auditing purposes; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Attorney	CA-010	Lawsuits / Litigation Case Files - **Final Settlement Agreements / Judgements** For closed cases starting 2016, electronic copies of settlement agreement / judgement only must be kept electronically permanently. For cases closed before 2016, entire case to be destroyed after 10 years.	P	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§945, 34090, 34090.6
City Attorney	CA-011	Lawsuits / Pitchess Motions / Litigation Case Files	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§945, 34090, 34090.6; PC §832.5
City Attorney	CA-012	Legal Research Memos / Legal Opinions	Current + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-012	Prosecution Declinations	Incident Date + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained for auditing purposes; GC §34090
City Attorney	CA-014	Potential Litigation	Incident Date + 6 years except: real property or sexual abuse of minor		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State requires for at least 5 years for Civilian complaints against peace officers; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 1 - 4 years for claims, 10 years for property, sexual assault of minor dependent upon date of incident; CCP §§ 312-365; GC §34090

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City Attorney	CA-017	Subject Files	2 years from Completion or When No Longer Needed, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Attorney	CA-017.1	Third Party Subpoena Files	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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CITY CLERK								
City Clerk	CC-001	Affidavits of Publications / Proof of Publications / Legal Advertising	Publication + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Proof of Publications are tied to project file (see project file); Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations for some Municipal Government actions is 3 - 6 months; CCP §§335 et seq, 349.4; GC §§34090, 54960.1(c)(1); 65009(c)(1)
City Clerk	CC-003	Agenda Staff Reports: City Council, Successor Agency, RA (Redevelopment Agency), HA (Housing Authority), Parking Authority, Public Financing Authority, Youth Endowment Services Fund Board	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Staff Reports pertaining to infrastructure are retained permanently in the City Clerk's Office (CCO); some are filed with bid schedules and current project files of the originating department; Department Preference (The minutes are the permanent record); GC §34090 et seq.
City Clerk	CC-055	Agendas: City Council, Successor Agency, RA (Redevelopment Agency), HA (Housing Authority), Parking Authority, Public Financing Authority, Youth Endowment Services Fund Board	When Minutes Are Completed Minimum of 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et. seq.

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City Clerk	CC-005	Agreements / Contracts - **(ALL INFRASTRUCTURE) MOUS, Developer Agreements, Environmental Agreements, Franchises** *Agreement / Contract includes all contractual obligations (e.g. Amendments / Scope of Work / Successful Proposal / Notice of Completion)* **Examples of Infrastructure:** Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property / property restrictions, redevelopment, reservoirs, sewers, sidewalks, street / alley improvements, settlement, subdivisions, utilities, water, etc.	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: Upon Completion	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-005.1	Agreements / Contracts - (**ALL NON-INFRASTRUCTURE) PSAs (Professional Service Agreements), Leases, Classroom, etc.** *Agreement / Contract includes all contractual obligations (e.g. Amendments / Scope of Work / Successful Proposal / Notice of Completion)* **Examples of Non-Infrastructure:** Consultants, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.	Termination + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: Upon Completion	Department Preference; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CC-006	Bid Schedules - Public Projects (Public Works Projects): **Agreements, Amendments, Change Orders, Staff Reports, Notice of Completions**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-007.1	Boards Applications - **Unsuccessful /** Commission Applications - **Unsuccessful**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-007.2	Boards / Commission Applications - **Successful**	End of Term + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-007.3	Boards / Commission History Book	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-007.4	Boards / Commission Maddy Act List	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-010	Charter / Amendments	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090

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Mang. Services / Risk Manag.	CC-012	Claims Against the City (Forwarded to Risk Management)	2 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: after imaged	All originals filed with Risk Management, Department preference; GC §34090.7
City Clerk	CC-015	Drug / Alcohol Test for Council Members	Term of Office + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-016	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **DESIGNATED EMPLOYEES / CONSULTANTS** (specified in the City's Conflict of Interest code)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	City maintains original statements; GC §81009(e)&(g)
City Clerk	CC-016.1	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **ELECTRONICALLY FILED**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Department preference; Only Campaign Statements filed electronically are required for 10 years; GC §81009(f)(g); GC §84615
City Clerk	CC-017	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **PUBLIC OFFICIALS** (Elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer, City Attorney - "87200 filers")	Termination of Office + 7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Department Preference; as of January 1, 2025, the FPPC is the Filing Officer for 87200 filers; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
City Clerk	CC-017.1	Economic Interest Filings (FPPC Form 602 or 635) - Lobbyist Authorization / Reporting	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department preference; 2 CCR 18615(f)
City Clerk	CC-018	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Must post on website; FPPC Forms Retention Summary for Filing Officers; GC §81009(e)
City Clerk	CC-019	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Should post on website for 4 years; FPPC Forms Retention Summary for Filing Officers; GC §81009(e)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-019.1	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	FPPC Regulation 18734(c); FPPC Forms Retention Summary for Filing Officers; GC §81009e
City Clerk	CC-019.2	FPPC Form 804 (Agency Report of New Positions)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	FPPC Regulation 18734(c); FPPC Forms Retention Summary for Filing Officers; GC §81009e
City Clerk	CC-019.3	FPPC Form 805 (Agency Report of Consultants)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	FPPC Forms Retention Summary for Filing Officers; GC §34090; GC §81009(e)
City Clerk	CC-019.4	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Must post on website; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
CITY CLERK / ELECTIONS - CONSOLIDATED								
City Clerk / Elections	CC-020	Candidate File: Campaign Disclosure Statements (FPPC 400 Series / 501 Form) Nomination Papers, Candidate Statements: **SUCCESSFUL CANDIDATES** (Elected Officials) Includes Successful Candidates that file Form 460s / 470s electronically	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Data that has been maintained for at least 10 years may then be archived in a secure format; Nomination papers; CA law states term of office and 4 years after the expiration of term; EC §17100CCP§583.320(a)(3); GC §81009(b)&(g); GC §84615(i)
City Clerk / Elections	CC-021	Candidate File: Campaign Disclosure Statements (FPPC 400 Series / 501 Form) Nomination Papers, Candidate Statements: **UNSUCCESSFUL CANDIDATES** Includes Unsuccessful Candidates that file Form 460s / 470s electronically, / those Without Committees that Don't File Electronically	Date of Election + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Candidates without committees are not required to file their statements , reports or copies online or electronically; Nomination papers: CA law states term of office and 4 years after the expiration of term; EC §17100CCP§583.320(a)(3); GC §81009(b)&(g)

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City Clerk / Elections	CC-021.1	Campaign Disclosure Statements (FPPC 400 Series Forms, 501 Form): **UNSUCCESSFUL CANDIDATES, ELECTRONICALLY FILED - WITH / WITHOUT** Committees	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department preference; Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Candidates without committees are not required to file their statements , reports or copies online or electronically; Nomination papers: CA law states term of office and 4 years after the expiration of EC §17100; CCP§583.320(a)(3); GC §81009(b)&(g)
City Clerk / Elections	CC-022	Campaign Disclosure Statements (FPPC 400 Series Forms): **THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK** (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	GC §81009(f)&(g)
City Clerk / Elections	CC-023	Campaign Disclosure Statements (FPPC 400 Series Forms): **OTHER COMMITTEES** (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	GC §81009©&(g)
City Clerk / Elections	CC-024	Elections - **ADMINISTRATION** Files (Correspondence, Precinct Maps, County Election Services, etc.)	4 years		Mag, Ppr			Department preference; GC §34090, BMC 2-3-2301 - 2303
City Clerk / Elections	CC-025	Elections - **HISTORICAL** (Sample ballot, Certificate of Election,	P		Mag, Mfr, OD, Ppr	S	No	Retained for Historical Value, GC §34090
City Clerk / Elections	CC-026.1	Elections - Petitions (Initiative, Recall / Referendum) - **IF INSUFFICIENT - IF Examined by Proponents**	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; If the insufficient petition is NOT examined by the proponent(s), it has a retention of 8 months after final examination by the elections official, unless there is a legal or FPPC proceeding. If the petition is examined by the proponent(s), the petition has a retention of 1 year after examination. EC §§17200(b)(3), 17400

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City Clerk / Elections	CC-026.2	Elections - Petitions (Initiative, Recall / Referendum) - **IF INSUFFICIENT - NOT Examined by Proponents**	Determination of Insufficiency + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after the City Clerk makes the determination of insufficiency / examines the petitions. unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk / Elections	CC-026.3	Elections - Petitions (Initiative, Recall / Referendum) - **IF SUFFICIENT**	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
CITY CLERK / ELECTIONS - STAND-ALONE								
City Clerk / Elections	CC-027	Assessment District Ballots / protest letters, Envelopes - Prop. 218 proceedings	2 years		Ppr			GC §§53753(e)(2), 53755(d)
City Clerk / Elections	CC-028	Ballots - After Election	6 mo.		Ppr			EC §17302
City Clerk / Elections	CC-029	Ballots - After Recount	6 mo.		Ppr			EC §17306
City Clerk / Elections	CC-030	Challenged / Assisted Voters List	6 mo.		Ppr			If uncontested, EC §17304
City Clerk / Elections	CC-031	Inspector Receipts for Ballots	6 mo.		Ppr			EC 17302, 17306
City Clerk / Elections	CC-032	Precinct Officer Appointments	6 mo.		Ppr			EC §17503
City Clerk / Elections	CC-033	Roster of Voters	Date of Election + 5 years		Mag, Mfr, OD, Ppr			EC §17300
City Clerk / Elections	CC-034	Tally Sheets, Logic / Accuracy Test Certifications	6 mo.		Ppr			EC §17304

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City Clerk / Elections	CC-035	Vote-by-Mail Applications, Absentee Applications, Roster of Absentee Applications	6 mo.		Ppr			EC §17505
City Clerk / Elections	CC-036	Vote-by-Mail Identification Envelopes, Absentee Identification Envelopes	6 mo.		Ppr			EC §17302
City Clerk / Elections	CC-037	Voter Index Copies used as the Voting Record at Polling Places	6 mo.		Ppr			EC §17304
City Clerk / Elections	CC-038	Voter Index Original	Date of Election + 5 years		Ppr			EC §17001
(End of Elections Section)								
City Clerk	CC-038.1	Enterprise System Catalogue (posted online)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-038.2	Ethics Training Certificates - All Required Filers	Term + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	GC §53235.2(b) GC §§12946, 12960, 34090; 29 USC 1113
City Clerk	CC-040	Historical Records (e.g. Articles of Incorporation, City Seal, Awards of significant historical interest, etc.)	P		Mag, Mfr, OD, Ppr	S / I	No	City Clerk determines historical significance; records can address a variety of subjects and media; GC §34090
City Clerk	CC-044	Oath of Office - Elected Officials / Boards / Commissions, City Manager, City Treasurer, City Clerk, / City Attorney	Termination + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: When Inactive	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-044.1	Meeting notes, Speaker Cards	When Minutes Are Completed		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts; GC §34090 et. seq.
City Clerk	CC-045	Minutes - City Council, Successor Agency, Redevelopment Agency, Housing Authority, Parking Authority, Public Financing Authority, Youth Endowment Services Fund Board, Oversight Board	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-046	Municipal Code Amended Sections / Pages	2 years		Mag, Mfr, OD, Ppr	S / I	No	Department preference; GC §34090 et seq.
City Clerk	CC-047	Ordinances - City Council, Successor Agency, Redevelopment Agency	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §34090 et. seq.
City Clerk	CC-047.2	Passport Receipt Books	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090 et. seq.
City Clerk	CC-047.3	Passport Transmittals	24 months		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	US Passport requirement to destroy forms monthly once retention is met; GC §34090
Lead Dept.	CC-048	Public Employee Fidelity Bonds (Dishonesty, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: When Inactive	Statute of Limitations: Public official misconduct is discovery of offense + 4 years, retirement benefits is 6 years from last action; GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-014	Recorded Documents: Deeds, Easements, Encroachments, Real Property, Dedications, Abandonments, Covenants, Vacations, Rights of Ways Includes Housing Authority	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090
City Clerk	CC-049	Recordings - **VIDEO RECORDINGS** of Meetings / Video Tapes - DVD-R / VCR (ALL) / DVD-Rs: City Council, Planning Commission, Redevelopment / Housing Authority Meetings:	10 years		(Mag)			Department preference; Video recording of meetings are only required for 90 days; GC §§34090.7, 60201
City Clerk	CC-050	Records Destruction Lists / Certificates of Records Destruction	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: 2 years	Department Preference; GC §34090 et. seq.
City Clerk	CC-050.1	Records Retention Schedules / Authorization for Amendments to Retention Schedules	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-051	Resolutions - City Council, Successor Agency, RA (Redevelopment Agency), HA (Housing Authority), Parking Authority, Public Financing Authority, Youth Endowment Services Fund Board, Oversight Board	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	No	GC §34090 et. seq.
City Clerk	CC-051.1	Secretary of State Statement of Facts / Registry of Public Agencies	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et. seq.
Lead Dept..	CC-054	Subpoenas (forward to Lead Departments)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (copies); GC §34090.7

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RECORDS RETENTION SCHEDULE: CITY MANAGER
(City Council, Public Information Office)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY MANAGER / CITY COUNCIL								
City Manager / City Council	CM-003	Proclamations / Commendations / Certificates / Recognitions (includes requests)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CITY MANAGER								
City Manager	CM-004	Administrative Procedure History	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Manager	CM-007	Subject Files - **High Profile Issues**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CITY MANAGER / PUBLIC INFORMATION OFFICE								
City Manager / PIO	CM-010	Recordings - **Videos / Recordings** (non-City Council meetings)	2 years		(Mag)			Department preference; GC §§34090 et seq.

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RECORDS RETENTION SCHEDULE - CITY TREASURER

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HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
CITY TREASURER								
City Treasurer	CT-001	Bank Contracts	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Errors and Omissions are not applicable; CCP §§336(a), 337 et. seq., GC §34090
City Treasurer	CT-002	Bank Statements (other than Trust Accounts, which are Financial Services - Sheakly, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal government auditing standards); GC §34090
(Bank)	CT-002.1	Checks deposited to Bank (City scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank's Instructions		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	These are bank instruments, and not City records; per bank agreement.
City Treasurer	CT-003	Daily Batch Work Files (Includes Treasurer's Receipts / Over the Counter Receipts) / Deposit Slips / Misc. Collection Books	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
City Treasurer	CT-004	Daily Cash Balance	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
City Treasurer	CT-005	Daily Investment Activity	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
City Treasurer	CT-009	Fund Accounting Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transitory Records / Preliminary Drafts not retained in the ordinary course of business; Financial system qualifies as a trusted system and can re-create reports accurately; GC §34090
City Treasurer	CT-010	Investments (CDs / Securities)	Maturity + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
City Treasurer	CT-011	Liens	P	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
City Treasurer	CT-013	Promissory Notes (Developers)	Loan Pay-off or Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 24 CFR 570.502(a)(7), GC §34090
City Treasurer	CT-015	Signature Cards / Plates	Inactive + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets auditing standards); GC §34090
City Treasurer	CT-020.1	Wires / Wire Transfers (Veba, PEHP, RHS)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal government auditing standards); GC §34090

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HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
City Treasurer	CT-021	Warrants (Cashed) - Numerical	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; GC §34090, CCP § 337

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RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building and Safety, Econ. Dev. / Housing, Section 8, Planning, Transportation)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
COMMUNITY DEVELOPMENT / BUILDING AND SAFETY								
CDD / Building & Safety	CD-009	Board of Building / Fire Code Appeals **AGENDAS, AGENDA PACKETS.**	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
CDD / Building & Safety	CD-011	Board of Building / Fire Code Appeals: Recordings - AUDIO RECORDINGS of Meetings / Audio Tapes	1 year		(Mag)			City preference; State law only requires for 30 days; GC §54953.5(b)
CDD / Building & Safety	CD-010	Board of Building / Fire Code Appeals **MINUTES / BYLAWS**	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090 et seq.
CDD / Building & Safety	CD-002	Building Permit **Application has Expired**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department Preference; CBC §§104.7, GC §34090
CDD / Building & Safety	CD-003	Building Permit **Database**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference -(required for Life of the Building) Data is interrelated; CBC §§ 1.8.4.3.1, 104.7, and 107.5 GC §34090, H&S §19850
CDD / Building & Safety	CD-005	Building Permits (All Issued)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	GC §34090, CBC §104.7, H&S §19850
CDD / Building & Safety	CD-006	Building Plans / Construction Documents - **Finalled - SINGLE FAMILY RESIDENTIAL - SFR / APPURTENANCES**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; Law requires for the life of the building for commercial only; CBC and UAC require plans be retained 180 days from completion date for residential and appurtenances; CBC §§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5; H&S§19850, GC §34090

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RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building and Safety, Econ. Dev. / Housing, Section 8, Planning, Transportation)

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CDD / Building & Safety	CD-007	Building Plans / Construction Documents - **Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION, TENANT IMPROVEMENTS, PRODUCTION HOMES** (includes commercial structural plans, Hazardous Materials Questionnaire, etc.)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department Preference; Law requires for the life of the building for commercial only; CBC §§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5; H&S§19850, GC §34090
CDD / Building & Safety	CD-007.1	Business License Regulatory Permits / Tobacco Dealers, etc. ("BL")	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090 et seq.
CDD / Building & Safety	CD-019	Business Tax / Business License Permits **Database**	Termination of license or account + 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
CDD / Building & Safety	CD-018	Business Tax Revenue Applications ("BT")	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090 et seq.
CDD / Building & Safety	CD-017	California Building Codes / Uniform Building Codes (CBC, UBC, UPC, UEC, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §50022.6
CDD / Building & Safety	CD-020	Code Violations / Code Enforcement / Abatement Case Files (Includes appeals / Code Enforcement Complaint Letters)	Resolved or Terminated + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Case is open until satisfactorily resolved (some cases are not resolved); City Clerk maintains original staff reports and resolutions that are presented to Council; CFC §104.3.4, GC §34090
CDD / Building & Safety	CD-008	**Construction Notices / Inspection Notices** (correction notices, compliance orders, stop work notices, etc.)	Until Cleared or Project Completion + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary documents not retained in the ordinary course of business; GC §34090

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RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building and Safety, Econ. Dev. / Housing, Section 8, Planning, Transportation)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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CDD / Building & Safety	CD-012	Contractors Licensed - Applications	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CDD / Building & Safety	CD-013	Grading Permits / Plans	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Building & Safety	CD-004	Grading Plans / Soil Reports	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department Preference; GC §34090
CDD / Building & Safety	CD-024	Recorded Seismic Retrofit Notices / Releases	P	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CDD / Building & Safety	CD-016	Requests / Permissions to Receive Copies of Plans (to / from architects)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	GC §34090 et seq.
CDD / Building & Safety	CD-026	Truck / Taxi Decal List / Vehicles which will Carry City of Burbank Decals	Year of Issuance + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
COMMUNITY DEVELOPMENT / ECONOMIC DEVELOPMENT AND HOUSING								
CDD / Economic Develop. & Housing	ED&H-009	20% Set Aside - Residential Rehabilitation Loans - **NO RECAPTURE / RESALE RESTRICTIONS**	Project Completion + 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 570.506; 24 CFR 92.508(a)(c)(2) & 570.502(a)(7), 982.158, 884.214; GC §34090

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CDD / Economic Develop. & Housing	ED&H-010	Acquisition File (Real Property)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CDD / Economic Develop. & Housing	ED&H-010.1	Affordable Housing Projects (**NOT HOME FUNDED**) **WITHOUT a Recapture / Resale Restriction**	Loan Pay-off OR Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 24 CFR 92.508(a)&(c) & 570.502(a)(7), , 982.158, 884.214; GC §34090
City Clerk	ED&H-015	Agency Formation, Policy, Financing	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send originals to the City Clerk; Department preference to retain copies permanently; GC §34090.7
City Clerk	ED&H-016	Alley Vacations	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send originals to the City Clerk; Department preference to retain copies permanently; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-017	Applications for Loans: **Denied / Not Qualified / Rejected** (First Time Home Buyers, Rehabilitation, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Federal regulations require 3 years for all ineligible applications24 CFR § 982.158(f)(2); GC §34090 et seq.
CDD / Economic Develop. & Housing	ED&H-011	Assessment / Maintenance / Landscape / Lighting / Street Improvement District Projects / Community Facilities Districts / Business Improvement Districts **(FORMATION, BOUNDARIES)**	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 - 10 years (for Errors & Omissions); CCP §§337. 337.1(a), 337.15, 343; GC §34090.7

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Financial Services	ED&H-019	Bonds: **Debt** Official Statements / Certificates of Participations (COPs) Includes Trustee Statements / Arbitrage	Payoff / Defeasement of Bond + 10 years	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitations for Bonds issued by local governments are 10 years; IRS bond auditing regulations state, "…material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds;" There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e): 26 CFR § 1.148-5(d)(6)(iii)(E); GC §43900 et seq. GC §34090.7
CDD / Economic Develop. & Housing	ED&H-019.1	Business Improvement Districts / Community Facilities Districts - Management / Administration	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 - 10 years (for Errors & Omissions); CCP §§337. 337.1(a), 337.15, 343; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-020	Business Improvement Districts / Tax Assessment Districts Administration / Promotion	Expiration of Management Plan + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets auditing standards); GC §34090
CDD / Economic Develop. & Housing	ED&H-012	CDBG Affordable Housing Loans - **NO RECAPTURE / RESALE RESTRICTIONS** (Contract Agreements, Compliance Monitoring)	Project Completion + 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 570.506; 24 CFR 92.508(a)(c)(2) & 570.502(a)(7), 570.502, 982.158, 884.214; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CDD / Economic Develop. & Housing	ED&H-013	CDBG **Environmental** Project Review Records (Where Redevelopment is the Lead Department)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Final environmental determinations are required to be kept a "reasonable period of time"; 2 CFR 200.334;14 CCR §15095(c); 7 CFR 3016.42; 21 CFR 1403.36 & 1403.42(b); 24 CFR 91.105(h), 92.505, & 570.502(a)(7),; GC §34090
CDD / Economic Develop. & Housing	ED&H-021	Community Facilities Districts	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-022	Compliance Monitoring for Affordable Housing Developers	Termination of affordable covenants or restrictions + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 2 CFR 200.334; 24 CFR 92.508(a)(c) & 570.502(a), 570.502, 982.158, 884.214; GC §34090
City Clerk	ED&H-023	Deeds / Order of Condemnation	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send originals to the City Clerk; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-024	Economic Development (Issues / projects will vary over time - e.g. Proposed Hotels, etc.)	2 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
CDD / Economic Develop. & Housing	ED&H-024.5	Housing Plans: Consolidated Annual Performance and Evaluation Review (CAPER) / Comprehensive Housing Affordability Strategy (CHAS) / Consolidated Action Plan / Analysis of Impediments to Fair Housing Choices / Citizen Participation Plan / Action Plans, etc.	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	24 CFR 91.105(h); 24 CFR 92.508(a); GC §34090

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CDD / Economic Develop. & Housing	ED&H-025.1	Housing Programs: Homeownership Housing Projects CDBG / HOME **WITH Recapture / Resale Restrictions**	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 570.506; 24 CFR 92.508(a)&(c) & 570.502(a), 982.158, 884.214; GC §34090
CDD / Economic Develop. & Housing	ED&H-003	Landlord / Tenant FORMS / Housing Concern Intake FORMS	4 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; GC §34090 et seq.
CDD / Economic Develop. & Housing	ED&H-026	Leases / Rental Agreements	Termination + 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; Statute of Limitations: Contracts & Spec's=4 years, (E&O is not applicable); CCP §§336(a), 337 et. seq., 24 CFR 570.506; GC §34090
CDD / Economic Develop. & Housing	ED&H-028	Offerings of Property to the Agency / City (not pursued)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Economic Develop. & Housing	ED&H-028	Preliminary Application Form (required for a housing development project that includes residential units; form is provided by California Department of Housing / Community Development	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Various benchmarks are placed using the number of residential dwelling units on the project site within the last five years; GC §§34090, 66300.
CDD / Economic Develop. & Housing	ED&H-030	Property - City / Agency Owned (Supporting Documentation)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Send originals of all deeds and title insurance to the City Clerk; Department preference to retain copies permanently; GC §34090.7

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CDD / Economic Develop. & Housing	ED&H-031	Proposals - Unsuccessful	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Economic Develop. & Housing	ED&H-032	Real Estate Appraisal Reports (Acquisition / Sale): Property **NOT** purchased, Loans not funded, etc.	Denial + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Not accessible to the public; GC §§34090; 7928.705,
CDD / Economic Develop. & Housing	ED&H-033	Real Estate Appraisal Reports (Acquisition / Sale): **Purchased** Property, Funded Loans	P	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Department preference; Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(a); 570.502, 982.158, 884.214; GC §34090
CDD / Economic Develop. & Housing	ED&H-034	Receipts (Detail Backup)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets auditing standards); GC §34090
Community Services / Community Assistance	ED&H-035.5	Redevelopment Projects / Project Areas (**Ensure Planning has all Environmental Documents, Engineering has all CIP (Capital Improvement Projects,) / City Clerk has all Real Property records for Permanent retention)**	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	ED&H-035.6	Redevelopment Projects / Project Areas **CIP (Capital Improvement Projects) built by Redevelopment Agency, if any**	Send to Engineering		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Planning	ED&H-035.7	Redevelopment Projects / Project Areas **Environmental Documents / CEQA Permits, EIRs, Categorical Exemptions, Negative Declarations, etc.**	Send to Planning		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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City Clerk	ED&H-035.8	Redevelopment Projects / Project Areas **Real Property: Deeds, Easements, Rights of Way**	Send to City Clerk		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Economic Develop. & Housing	ED&H-036	Relocation Files	Settle + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S / I	Yes: After QC &OD	Consistent with Claims; CCP §§ 337 et seq.; GC §§ 945, 34090, 34090.6; PC §832.5
CDD / Economic Develop. & Housing	ED&H-037	Right of Entry Agreements	Expiration + 5 years	Yes (until expired)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (covers statute of limitations for contractual obligations; CCP §337 et seq., GC §34090
CDD / Economic Develop. & Housing	ED&H-038	Sale of Property (Backup Documentation)	P		Mag, Mfr, OD, Ppr	S / I	Yes: Yes: After QC & OD	Send originals of all deeds and title insurance to the City Clerk; Department preference to retain copies permanently; GC §34090.7
CDD / Economic Develop. & Housing	ED&H-039	Site Clearance / Soils Remediation / Mitigation	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Economic Develop. & Housing	ED&H-041	Street Vacations - Where Redevelopment is the Lead	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
COMMUNITY DEVELOPMENT / SECTION 8								
CDD / Section 8 Economic Develop. & Housing	ED&H-004.1	Section 8 Administrative Records - VMS, SEMAP, AUDITS / HAP REGISTERS	Indefinite - Minimum 7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090; HUD Notice PIH 98-48, 99-49

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CDD / Section 8 Economic Develop. & Housing	ED&H-005	Section 8 Applications for Program - **Disqualified**	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	24 CFR 982.158, GC §34090
CDD / Section 8 Economic Develop. & Housing	ED&H-006	Section 8 Database (HAPPY)	Indefinite - Minimum 7 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090; HUD Notice PIH 98-48, 99-49
CDD / Section 8 Economic Develop. & Housing	ED&H-007	Section 8 Tenant Files - **WITH**–Unpaid Balances / Fraud	P	Yes: While Active Participant	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; HUD guidelines require funding, contract, and financial records for Section 8 records for 6 years and 3 months after the fiscal year; Required for 3-4 years from expenditure or performance report; 2 CFR 200.334; 24 CFR-982.158; HUD Notice PIH 98-48, 99-49
CDD / Section 8 Economic Develop. & Housing	ED&H-007.1	Section 8 Tenant Files - Income Verification, 50058s, Verifications Only	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; per HUD Bulletin
CDD / Section 8 Economic Develop. & Housing	ED&H-007.2	Section 8 Tenant Files - **WITHOUT** Unpaid Balances / Fraud	Close of File + 7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; HUD guidelines require funding, contract, and financial records for Section 8 records for 6 years and 3 months after the fiscal year; Required for 3-4 years from expenditure or performance report; 2 CFR 200.334; 24 CFR 982.158; -HUD Notice PIH 98-48, 99-49

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CDD / Section 8 Economic Develop. & Housing	ED&H-008	Section 8 Waiting List (in Section 8 Database / HAPPY)	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	24 CFR 982.158, GC §34090
COMMUNITY DEVELOPMENT / PLANNING								
CDD / Planning	CD-028	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Land Records; GC §34090
CDD / Planning	CD-033	Census, Demographics	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Non-Records - Census Bureau is OFR); GC §34090 et seq.
CDD / Planning	CD-033.2	Correspondence / staff notes that provide insight into the project / the agency's CEQA compliance with respect to the project See CW-026 for Routine Correspondence	Minimum 2 years, or the filing of a Notice of Determination / Exemption plus 180 days, whichever is later		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
CDD / Planning	CD-034	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) **Inside City boundaries**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
CDD / Planning	CD-036	General Plan Working Papers	Adoption of Plan + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090 et seq.

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City Clerk	CD-037	General Plan, Elements / Amendments	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Copies); GC §34090.7
CDD / Planning	CD-038	Land Use Studies / Plans / Reports (**Historical**)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Planning	CD-039	Master Plans, Specific Plans, Bikeway Plans, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Planning	CD-040	Open Space Records	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Planning	CD-032	Planning Board **RESOLUTIONS**	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
CDD / Planning	CD-041	Planning Project **Database**	Indefinite - Permanent	Yes	Mag, Mfr, OD, Ppr		Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
CDD / Planning	CD-042	**Planning Project Files - Permanent Entitlements - Incomplete, Withdrawn / Expired**	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Projects have a 2 year vesting (applicant must pull permit within 2 years), and can be extended -- those applications in which the applicant does not follow through with permit may be destroyed after the vesting period has expired. GC§§34090, 34090.7

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RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building and Safety, Econ. Dev. / Housing, Section 8, Planning, Transportation)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CDD / Planning	CD-043	**Planning Project Files - Permanent Entitlements (Approved / Denied)** (Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans / Maps) Examples: Conditional Use Permits (CUPs), Development Review, Lot Line Adjustments, Parcel Maps, Tentative Subdivisions, Variances, Zone Changes, Zone Map Amendments, Zone Text Amendments, etc.	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Projects have a 2 year vesting (applicant must pull permit within 2 years), and can be extended -- those applications in which the applicant does not follow through, and can be extended, h with permit may be destroyed after the vesting period has expired. Department maintains complete files for administrative purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC§§34090, 34090.7
CDD / Planning	CD-043.5	Planning Project Files - **Cancelled / Expired / Withdrawn**	Minimum Cancellation, Expiration or Withdrawal + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; GC §34090
CDD / Planning	CD-044	**Planning Project Files - Temporary Entitlements** Christmas Tree lots, etc.	Expiration + 2 years	Yes: During Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Temporary uses; Department maintains complete files for administrative purposes; GC§§34090
CDD / Planning	CD-045	Preliminary Review File (No Final Application)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary Documents (no application submitted); GC §34090
CDD / Planning	CD-046	Project Log Index / Spreadsheet / Binders of Historic Actions	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Planning	CD-047	Regional Organizational Studies / Programs where other Agencies are the Lead (e.g. Air Quality Studies, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records; GC §34090 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CDD / Planning	CD-050	Zoning Maps / **Other Maps of Significant Historical Value**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; City Clerk Maintains originals of all documents that were presented to Council; GC §34090.7
COMMUNITY DEVELOPMENT / TRANSPORTATION								
CDD / Transport.	CD-051	Acquisitions / Transportation Projects	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Send final originals to City Clerk; GC §34090.7
CDD / Transport.	CD-052	Congestion Management Plan	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-053	Environmental Assessments / Remediation / Transportation Projects	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-054	Miscellaneous Transportation Records	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-054.1	Parking Permits	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-056	Proposition A / C Local Return Program / Measure R / Measure M	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets grant auditing standards); GC §34090
CDD / Transport.	CD-057	Rideshare Program / MTA Taxi Vouchers	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
CDD / Transport.	CD-057.1	Trip Reduction Ordinance Annual Report	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
CDD / Transport.	CD-049	Trip Reduction Ordinance Data Collection Records	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090.7

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RECORDS RETENTION SCHEDULE: FINANCIAL SERVICES
(Accounting, Accts. Payable, Payroll, Purchasing, Revenue)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
FINANCIAL SERVICES / ACCOUNTING								
Financial Services / Accounting	FN-001	Assessment Districts - Financial Documents	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-002	Audit Reports / Annual Comprehensive Financial Report (ACFR) / related Audit Opinions	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-003	Audit Reports (External): Single Audits / Transportation Audits / PERS Audit, etc.	Audit + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-003.1	Audit Reports (Internal)	Audit + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-004	Audit Work Papers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Accounting	FN-005	Bank Statements - Trust Accounts	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090, 26 CFR 1.6001-1
Financial Services / Accounting	FN-006	Bonds: **Debt** Official Statements / Certificates of Participations (COPs) Includes Trustee Statements / Arbitrage Both City / RDA	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for bonds issued by local governments are 10 years; IRS bond auditing regulations state, "…material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds; There are specific requirements for disposal of unused bonds; CCP §§336, 337.5(2); 26 CFR 1.6001-1(e): 26 CFR § 1.148-5(d)(6)(iii)(E); GC §43900 et seq.
Financial Services / Accounting	FN-007	Budget Files (by Department)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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RECORDS RETENTION SCHEDULE: FINANCIAL SERVICES
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Financial Services / Accounting	FN-008	Budgets - Adopted / Final	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Must be filed with County Auditor; GC §34090.7, 40802, 53901
Financial Services / Accounting	FN-009	Budgets - Preliminary, Backup Documents	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Financial Services / Accounting	FN-010	Central Subject Files	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Financial Services / Accounting	FN-012	Consumer Deposits	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090 et seq.
Financial Services / Accounting	FN-014	Federally Funded Programs - Verify Last Payment Received	Minimum 5 years from Last Payment or Termination of Agreement		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(a)(7), GC §34090
Financial Services / Accounting	FN-016	Fixed Assets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Includes permanent assets (for compliance with GASB 34); GC §34090
Financial Services / Accounting	FN-017	Historical Records - Those of Significant Historical Value	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Financial Services / Accounting	FN-018	Journal Entries / Journal Vouchers / Budget Adjustments	Audit + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090, 18 CFR 125 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Financial Services / Accounting	FN-020	Reports: Annual State / Federal: State Controller's Report, Street Report, Local Government Compensation Report, Property Management Plan, Obligation Payment Schedules, Due Diligence Reviews, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report) Housing Successor Agency Housing Assets Fund Report etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Financial Services / Accounting	FN-021	Request Interim Budget Appropriation / Transfer	Audit + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
FINANCIAL SERVICES / ACCOUNTS PAYABLE								
Financial Services / Accounts Payable	FN-025	1099's / 1096 / DE542 (California Report of Independent Contractors), etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), 29 USC 436; R&T §19530, GC §34090
Financial Services / Accounts Payable	FN-027	Accounts Payable / Check Payment Copies / Electronic Payment Copies / Invoices / Backup (Includes Invoices, Travel Expense Reimbursements, CPR's, Petty Cash)	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Accounts Payable	FN-030	Travel Expense Report	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Accounts Payable	FN-031	Wire Transfers - All, including Payroll (Veba, PEHP, RHS)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; For auditing purposes; GC §34090, 26 CFR 1.6001-1

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Financial Services / Accounts Payable	FN-031	W-9s	Vendor Inactive + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets IRS auditing standards; GC §34090
FINANCIAL SERVICES / PAYROLL								
Financial Services / Payroll	FN-034	DE-6, DE-7, DE-9, DE-9C, DE-43, W-3, / DE-166, 941 Forms, PERS / FICA Adjustments / Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Financial Services / Payroll	FN-035	Deferred Compensation Benefits Payout Reports	5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Produced by Deferred Comp. Provider; consistent with proposed- GC §304090, 26 CFR 16001.1
Financial Services / Payroll	FN-036	Deferred Compensation Plans	Termination of the Contract + 6 years	Yes: For Duration of Contract	Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 12960, 3409
Financial Services / Payroll	FN-037	Deferred Compensation Statements	5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Produced by Deferred Comp. Provider; meets municipal government auditing standards; GC §304090
Financial Services / Payroll	FN-039	Payroll Checks / Warrants - Cancelled, Cashed, / Voided	Audit + 5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Department preference (meets municipal government auditing standards; GC §34090
Financial Services / Payroll	FN-040	Payroll Folders: Deduction Authorizations, Beneficiary Designations Garnishments, W-4s, etc.	Separation + 5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Department preference (W-4s: IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later.) GC §34090; 26 CFR 31.6001-1

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Financial Services / Payroll	FN-041	Payroll Register / US Gross to Net Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Transitory records not retained in the ordinary course of business; Financial system can re-create reports accurately; GC §34090
Financial Services / Payroll	FN-044	PERS Buy-back Statements / Forms	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Financial Services / Payroll	FN-045	Retirement Report Summary Worksheet - Members Contributions	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Financial Services / Payroll	FN-046	Time Reports / Exception Time Sheets (SUMMARIES)	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5 & 516.6(c); GC §34090
Financial Services / Payroll	FN-048	W-2's	5 years		Mag, Mfr, OD, Ppr	S /I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
FINANCIAL SERVICES / PURCHASING								
Financial Services / Purchasing	FN-050	Recordings - **Audio Recordings** of Bid Openings	2 years		Mag			Department preference; Preliminary document; GC §34090
Financial Services / Purchasing	FN-051	Bid Schedules / Ancillary Documents **(Other than Capital Improvement Projects - see City Clerk)**	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (files contain some original ancillary documents); GC §34090 et seq.
Financial Services / Purchasing	FN-052	Bids for RFQs, RFPs, etc.: **Unsuccessful** (all)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Financial Services / Purchasing	FN-053	Certificates of Insurance / Insurance Certificates that can't be matched to an agreement / contract but vendor may be doing business with the Agency	11 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Longest Statute of Limitations is 10 years; CCP §337 et seq.; GC §34090
Financial Services / Purchasing	FN-055	Price Agreements / Alliance Agreements (Products) (Services that do not modify Infrastructure - painting, carpeting, office supplies, etc.)	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference (meets municipal governmental auditing standards); Statute of Limitations: Contracts & Spec's=4 years, E&O is not applicable; CCP §§336(a), 337 et. seq., GC §34090
Financial Services / Purchasing	FN-057	Purchase Orders / Purchase Requisitions - **Over $10,000**	Completion + 7 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Financial Services / Purchasing	FN-058	RFP (if Purchasing is the Lead), Successful Bid, Contract, Bonds	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal governmental auditing standards); Statute of Limitations: Errors & Omissions = 10 years; Contracts & Spec's=4 years, CCP §§336(a), 337 et. seq., GC §34090
Financial Services / Purchasing	FN-059	RFQ, Quotation Request, Successful Bid, Contract, Bonds	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal governmental auditing standards); Statute of Limitations: Errors & Omissions = 10 years; Contracts & Spec's=4 years, CCP §§336(a), 337 et. seq., GC §34090
Financial Services / Purchasing	FN-060	RFQs, RFPs, etc. where ALL bids are rejected (includes bids)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
FINANCIAL SERVICES / REVENUE								
Financial Services / Revenue	FN-063	Collection Agency Assignments	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Negative credit information remains on credit reports for 7 - 10 years; Meets auditing standards; City does not Lien property (Liens are good for 10 years from recording date, and may be extended by re-recording lien); WC 36729; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Financial Services / Revenue	FN-065	Miscellaneous Cash Transactions - BWP	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-066	Miscellaneous Receipts - General Government	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-068	Parking Ticket System Summary	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-069	Property Damage Reports	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-070	Transient Occupancy Tax / Transient Parking Tax	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Financial Services / Revenue	FN-072	Utility Users Tax Exemption Records / Reports	Expiration + 2 years	Yes: Until Expired	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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RECORDS RETENTION SCHEDULE: FIRE
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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
FIRE / ADMINISTRATION								
Fire / Admin.	FR-001	Apparatus / Equipment Records / Testing (including hoses)	Disposal + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for Health Providers is 3 years; OSHA requires 1 year; State requires 2 years; 8 Cal Code Reg. §3203(b)(1), CCP §340.5, GC §34090
Fire / Admin.	FR-002	Auxiliary Generator Maintenance	Disposal + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Fire / Admin.	FR-003	Emergency Medical Membership Application Forms	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Fire / Admin.	FR-004	Fire Training Database	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090 et seq.
Fire / Admin.	FR-005	Homeland Security / Emergency Plans / Disaster Preparedness Manuals, etc.	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Fire / Admin.	FR-006	ISO Insurance Ratings	15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (rated every 10 years); GC §34090
Fire / Admin.	FR-007	Maintenance Record (State Buildings, Churches, Schools)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Fire / Admin.	FR-010	Personnel **Background Packet** - Fire Employees **(Successful)**	Separation + 3 years	Yes: Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(b), 2 CCR 7287.0(c)(2), 8 CCR §11040.7(c), GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE: FIRE
(Admin, EMS, Fire Marshal / Fire Prevention, Ops / Suppression)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Fire / Admin.	FR-011	Personnel **Background Packet** - Fire Employees **(Unsuccessful)**	3 years	Yes: Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(b), 2 CCR 7287.0(c)(2), 8 CCR §11040.7(c), GC §§12946, 12960, 34090
Fire / Admin.	FR-012	**Personnel File** - Fire Employees Accident Investigations **No Disciplinary Action**	Review by Safety Committee + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Fire / Admin.	FR-013	**Personnel File** - Fire Employees Disciplinary Actions	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Fire / Admin.	FR-014	**Personnel File** - Fire Employees Personnel Investigations / Complaints (Against Personnel) **No Disciplinary Action**	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Fire / Admin.	FR-015	**Personnel File** - Fire Sworn (non-civilian) Employees (Evaluations, Training Documentation, Commendations, Licenses / Certifications, Disciplinary Action Listing, Personnel Investigations, Complaints)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Civilian Employees follow City-wide Standards; Department Preference; retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; ; 29 CFR 1602.14; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113, LC §1198.5; GC §3105
Fire / Admin.	FR-017	Personnel **Training** File - Fire Employees (Includes Certificates not sent to Management Services)	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE: FIRE
(Admin, EMS, Fire Marshal / Fire Prevention, Ops / Suppression)

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Fire / Admin.	FR-018	Post Accident Analysis / Accident Investigations (Accident Review Committee)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090.7; LC §6429c
Fire / Admin.	FR-019	Programs / Projects (e.g. Cadet, CPR Program, Fire Service Day, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Fire / Admin.	FR-019.1	Respirator Fit Test **Database** (excludes Public Works employees)	Separation + 30 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; 8 CCR 5144, 8 CCR §3204(d)(1) et seq., 8 CCR 10102, 15400.2; GC §§12946, 12960, 34090 et seq.
Fire / Admin.	FR-019.2	Time Sheets (With Employee Signatures), Rosters, Over-time sheets, Sick / Leave paperwork	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (only the summaries or exception reports are sent to Payroll); Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 -10 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §34090
FIRE / EMERGENCY MEDICAL SERVICES								
Fire / EMS	FR-021	AED (Automatic External Defibrillators) Inspections	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Fire / EMS	FR-021.2	Controlled Substance Logs, Inventories / Ambulance Inventory Logs	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - required for 3 years after inventory or transaction; 21 CFR §1304.04, 1310.04; 22 CCR 70263 and 71233; FA §32003(e), B&P 4081; GC §34090
Fire / EMS	FR-021.1	Emergency Medical Membership Billing	Termination of Membership + 2 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090

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RECORDS RETENTION SCHEDULE: FIRE
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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
Fire / EMS	FR-022	HIPAA Policies / Procedures (Health Insurance Portability / Accountability Act)	Superseded + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	45 CFR 164.530(j)
Fire / EMS	FR-023	Incident Report (Emergency Response Report / Patient Care Reports / PCRs - Refusal for Transportation (Includes e-PCR Database / Electronic Patient Care Report Database) **JUVENILES**	Age of Majority (18 years old) + 10 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; adults required for 10 years for Medi-Cal patients, 7 years for non-Medi-Cal adults; minors until 1 year after age of majority, but not less than 10 years for Medi-Cal patients, 7 years for non-Medi-Cal minors; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, H&S §§1797.98e 123145; 42 CFR 482.24(b); 22 CCR 97530.9(3), 70751(c) & 71551(c); 22 CCR 70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), 77143(a), W&I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3; GC §30490
Fire / EMS	FR-024	Incident Report (Emergency Response Report / Patient Care Reports / PCRs - Refusal for Transportation (Includes e-PCR Database / Electronic Patient Care Report Database) **ADULTS**	10 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; adults required for 10 years for Medi-Cal patients, 7 years for non-Medi-Cal adults; minors until 1 year after age of majority, but not less than 10 years for Medi-Cal patients, 7 years for non-Medi-Cal minors; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, H&S §§1797.98e 123145; 42 CFR 482.24(b); 22 CCR 97530.9(3), 70751(c) & 71551(c); 22 CCR 70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), 77143(a), W&I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3; GC §30490

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RECORDS RETENTION SCHEDULE: FIRE
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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
Fire / EMS	FR-025	**Personnel File - EMT Personnel** (Evaluations, Training Documentation, Commendations, Licenses / Certifications, Disciplinary Actions, Personnel Investigations, Complaints)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; copies; GC §§12946, 12960, 34090.7
Fire / EMS	FR-026	Oxygen Fill Records (Refilling of Oxygen Vessels)	2-years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090 et seq.
FIRE / FIRE MARSHAL / FIRE PREVENTION								
Fire / Fire Marshal & Fire Prevention	FR-027	Billing for Filming / Standby Report	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Police issues Filming Permits; GC §34090
Fire / Fire Marshal & Fire Prevention	FR-030	Fire Incident RMS **Database** Includes Fire Citations / Notice of Violations, Drill Reports, Inspection Reports, Fire Permits, Weed Abatement	Indefinite - Life of the Structure or Activity, or Minimum 5 years, Whichever is Longer	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; CFC §§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5; GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-031.1	Fire Inspections / Business Inspection Files / Occupancy Inspections (Approvals, Inspections, Fires, Modification / Alternative Methods / Materials)	Life of the Structure or Activity, or Minimum 5 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Stored in Fire House; Department preference; California Fire Code requires 5 years or Life of the Structure or Activity for Approvals, Inspections, Fires, Modification / Alternative Methods or Materials; CFC §§ CFC §§ 1.8.4.3.1, 104.7 – 104.7.4; GC §34090

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RECORDS RETENTION SCHEDULE: FIRE
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HOLDS: Litigation, claims, complaints, audits, pending public records requests, and/or investigations suspend normal retention periods (retention begins after settlement).								
Fire / Fire Marshal & Fire Prevention	FR-032	Fire Sprinkler Plans / Fire Alarm Plans	Life of the Structure		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (no legal mandates; Building has Building Plans, property owner's records); Records are required to be retained for Completion + 180 days; CFC §106.4 GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-033	Investigation Reports - **Arson / Capital Crimes**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Capital Crimes have no statute of limitations); GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-034	Investigation Reports – **Other than Arson, Capital Crimes** / Reports Not Maintained in Firehouse Database	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; California Fire Code requires 5 years; CFC §§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5; GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-037	Pre-plan Sheets	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-038	Public Information / Education (when produced internally)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
FIRE / OPERATIONS / SUPPRESSION								
Fire / Operations	FR-041	Station "Day Books"	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Retained for historical and administrative value; GC §34090
Lead Dept.	FR-042	Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
INFORMATION TECHNOLOGY								
Information Technology	IT-001	Backups / Computer Backups (ALL Disaster Recovery Computer Backups)	When No Longer Required	Yes	Mag.			Department preference; Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Information Technology	IT-002	Network Configuration Maps / Plans	When No Longer Required	Yes	Mag.			Department preference; Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Information Technology	IT-003	Support Documentation for Application Configurations	When Superseded, or 5 years, Whichever is Longer	Yes	Mag.			Department preference; Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Information Technology	IT-003.1	**UNALTERABLE MEDIA / IMMUTABLE MEDIA (CLOUD IMMUTABLE BACKUP)** / WORM / DVD-r / CD-r / Blue Ray-R / other **unalterable media** that does not permit additions, deletions, / changes	Follows Retention of Official Electronic Record		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, et seq., 12168.7, EVC 1550, CCR 22620 et seq.

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RECORDS RETENTION SCHEDULE - LIBRARY SERVICES

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HOLDS: Litigation, claims, complaints, audits, pending public records requests and/or investigations suspend normal retention periods (retention begins after settlement).								
LIBRARY SERVICES								
Lead Dept.	LIB-003	Grants: **LSCA** (Library Services / Construction), **LSTA** (Library Services / Technology), **SLRC** (State Literacy Resource Centers), **CLLS** (California Library Literacy Services); **CLSA** (California Library Services Act, **IMLS (Institute of Museum / Library Services),** / **PLF** (Public Library Foundation) **ONLY.** For all others, follow City-wide Schedule. (SUCCESSFUL Reports, / Financial Information) Send copy of application / award to Administrative Services	Final Expenditure + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Per California State Library Records Management Program Requirements (April 27, 1998); GC §34090
Library Services	LIB-003.1	Historical Item Donation Release Forms	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Library Services	LIB-002	Incident Reports	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Library Services	LIB-007	Inter-Library Loan Records - Patron Check out / Check in (not accessible to the public)	No Longer than 90 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary draft not retained in the ordinary course of business; GC §34090 et seq.
Library Services	LIB-013	Library Management System / Database	Indefinite - Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
Library Services	LIB-017	Release Forms (Artists / Exhibitors / Performers / Programs)	2 years	Yes: Before Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES
(Human Resources, Safety, Risk Management)

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MANAGEMENT SERVICES / HUMAN RESOURCES								
Manag. Services / Human Resources	MS-000	ADA Records (Americans with Disabilities Act) - Employee Related (Translations, Investigations, etc.)	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years for employment actions; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c), 8 CCR §11040.7(7)(C), GC §§12946, 12960, 34090; 49 CFR §27.121(b);
Manag. Services / Human Resources	MS-000.5	1095-C, 1094-C (Employer-Provided Health Insurance Offer / Coverage / Transmittal Form)	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid; 26 CFR 31.6001-1(e)(2); GC §34090
Manag. Services / Human Resources	MS-001	ADA Records (Americans with Disabilities Act) - Non-Employee (Translations, Investigations, etc.)	Completion + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c), 8 CCR §11040.7(7)(C), GC §§12946, 12960, 34090; 49 CFR §27.121(b);
Manag. Services / Human Resources	MS-002	Affirmative Action: EEO-4 Reports / records required to generate EEO-4 report (Self-Identification Form, etc.)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	29 CFR 1602.30; 29 CFR 1602.31, 29 CFR 1602.32; GC §34090
Manag. Services / Human Resources	MS-021	Background File: Background sheets, including LiveScan Response Information	Separation + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-005	Benefit Brochures / Forms	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records

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RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Manag. Services / Human Resources	MS-006	Benefit Plan Documents / Summary Plan Descriptions (Dental, Medical, CalPERS, etc.)	Termination of the Contract + 6 years	Yes: For Duration of Contract	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-007	Enrollments: COBRA / Retiree Medical	Termination of Service + 5 years	Yes: During Service	Mag, OD, Mfr, Ppr	S / I	Yes: After QC & OD	Retained to cover auditing standards; GC §34090
Manag. Services / Human Resources	MS-009	Civil Service Board **Appeals**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Manag. Services / Human Resources	MS-012	Classification / Reorganization Studies (for employee classifications / department structures)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-013	Classification Files / Specifications / Job Specifications	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-014	Compensation Surveys / Studies / Salary Surveys	25 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; PERS requires 5 years for Compensation Earnable (usually compensation is adopted via Resolution of the City Council); Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, 2 CCR 270.5; GC §§12946, 12960, 34090

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Manag. Services / Human Resources	MS-014.1	COVID-19 Notifications to Employees	2 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference ;8 CCR §3205(j), GC §34090;
Manag. Services / Human Resources	MS-014.2	DE-34 Form, Report of New Employees	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Manag. Services / Human Resources	MS-014.3	Disciplines (City-wide, Non-Sworn)	Final Action + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; ; 29 CFR 1602.14; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090; 29 USC 1113, LC §1198.5; GC §3105
Manag. Services / Human Resources	MS-016	Employee Service Awards Records	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Manag. Services / Human Resources	MS-019	Human Resources **Database** (Oracle)	Indefinite - Minimum Separation + 30 years	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Manag. Services / Human Resources	MS-019.1	LiveScan **Applications** / Fingerprint **Applications** (Public)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC§ 34090 et seq.

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RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES
(Human Resources, Safety, Risk Management)

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Manag. Services / Human Resources	MS-020	Labor Relations Files / Employee Negotiations (Negotiation Notes, Correspondence, Interpretation of MOU Provisions, Documentation, etc.)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (preliminary drafts); GC §34090; 29 CFR 405.9
Manag. Services / Human Resources	MS-015	Labor: California Civil Rights Department (CRD) / Department of Fair Employment / Housing (DFEH / EEOC) Claims / Harassment Claims	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-018	Labor: Grievances / Information Complaints (all)	Disposition + 5 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 29 CFR 1602.31 & 1627.3(b)(1),GC §§12946, 12960, 34090; 29 USC 1113, LC 1174, 29 CFR 405.9
Manag. Services / Human Resources	MS-022	Organization Charts	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Considered transitory / preliminary draft; GC §34090, GC §7920.530
Manag. Services / Human Resources	MS-023	Personnel Files - **All Employees** Includes Oaths of Office, I-9s, Training Certificates, etc.	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; ; 29 CFR 1602.14; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090; 29 USC 1113, LC §1198.5; GC §3105; LC §§1198.5,

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Manag. Services / Human Resources	MS-024	Personnel Files - **Medical** File (all employees) Includes Breathing Apparatus Fit Tests / X-rays, Family / Medical Leave Records, Respirator Fit Tests	Separation + 30 years, or Termination of Benefits + 5 years, Whichever is Longer	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; GC §§12946, 12960, 34090; 29 CFR 1910.1020(d)(1)(i); 29 CFR 1627.3
Manage. Services / Human Resources	MS-024.1	Personnel Requisitions	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Manag. Services / Human Resources	MS-025	Recruitment / Examination Files (**Blue Folders**) (Includes Test Results, etc.)	4 years; Up to, but No More Than the 3 Most Recent Recruitments		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-026	Recruitment / Examination Files (**Orange Folders**) (Testing Master File)	4 years; Up to, but No More Than the 3 Most Recent Recruitments		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-026.1	Recruitment Exam Plan **Database** (NeoGov)	5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Per NeoGov Policy; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c), 8 CCR §11040.7(7)(C), GC §§12946 GC §34090

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Manag. Services / Human Resources	MS-027	Recruitment File: Eligibility Folders **(Green Folders)**	4 years; Up to, but No More Than the 3 Most Recent Recruitments		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Manag. Services / Human Resources	MS-029	Roster Cards / Historical Employee Records	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Human Resources	MS-030	Studies / Surveys Conducted on Behalf of the City (Attrition, Benefits, Succession Planning, Turnover, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Manag. Services / Human Resources	MS-030.5	Verifications of Employment, Child Support, etc. (for home purchases, mortgage loans, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not a City record / Content does NOT relate in a substantive way to the conduct of the public's business; GC §34090 et seq
Manag. Services / Human Resources	MS-030.6	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, Training, etc.	5 years		Mag, Ppr			LC §6401.9(f), GC §34090

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MANAGEMENT SERVICES / SAFETY								
Manag. Services / Safety	MS-032	Disposal / HazMat Disposal / Hazardous Waste Manifests	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; (City has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §34090 et. seq.
Manag. Services / Safety	MS-033	Disposal / Used Oil Disposal / Non-Hazardous Waste	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - Received Grant Funding (see City-wide Grants); 22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq. GC §34090 et. Seq
Manag. Services / Safety	MS-034	Incident Analysis Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090; LC §6429c
Manag. Services / Safety	MS-041	DMV Pull Notices - NO Suspension of a driver's license / DUI	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Manag. Services / Safety	MS-041.1	DMV Pull Notices - WITH Suspension of a driver's license / DUI	After Drivers Record is Clear - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Manag. Services / Safety	MS-042	Drug / Alcohol DOT Results (Positives / Negatives) City Clerk Maintains City Council Test Results (Non-DOT Tests)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	D.O.T. Requires 5 years for positive tests, 1 year for negative tests; EEOC/FLSA/ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1672.3(b)(v), GC §§12946, 12960, 34090, 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq; 49 CFR 653.71 et seq.
Manag. Services / Safety	MS-042.1	Safety Committee Agendas / Review	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to be consistent with OSHA requirements; 8 CCR §3203(b)(1), GC §34090; LC §6429c

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RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES
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Manag. Services / Safety	MS-037	Safety: OSHA Inspections / Citations, Log 200 / Log 300, 301, 301A, Safety Committee Minutes	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; OSHA requires 5 years; Calif. Labor Division is required to keep their records 7 years; State law requires 2 years; 8 CCR 14300.33, 8 CCR §3203(b)(1), GC §34090; LC §6429c
MANAGEMENT SERVICES / RISK MANAGEMENT								
Manag. Services / Risk Manag.	MS-038	Actuarial Reviews / Actuarial Studies (Self-Insured)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Risk Manag.	MS-046	Incident Analysis	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Risk Manag.	MS-043	Insurance Policies - Fire, Theft, Property, etc.	P	Yes: Until Expired	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Risk Manag.	MS-044	Insurance Policies - General Liability	P	Yes: Until Expired	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945, 34090, 34090.6; PC §832.5
Manag. Services / Risk Manag.	MS-039	Liability Claims	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945, 34090, 34090.6; PC §832.5
Manag. Services / Risk Manag.	MS-039.1	Liability Claims **Database**	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Attorney	MS-045	Liability Lawsuits / Litigation (Claims that are Litigated)	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Attorney is OFR; GC §34090.7
Manag. Services / Risk Manag.	MS-048	Workers Compensation / Disability Claims / Employee Accident Reports Includes all Accident, Incident, / Injury Reports / associated MSDS	Separation + 30 years, or Termination of Benefits + 5 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; 8 CCR §3204(d)(1) et seq.,8 CCR 5144, 8 CCR 15400.2; GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE: PARKS, RECREATION AND COMMUNITY SERVICES

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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).								
PARKS, RECREATION AND COMMUNITY SERVICES								
Parks, Rec. & Community Services	PR&CS-001	Agreements for Contractors: Class Instructors, Sports Leagues, etc.	Completion + 5 years	Yes: Until Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; The statute of limitation for errors and omissions is not applicable; CCP §§336(a), 337 et. seq., GC §34090
Parks, Rec. & Community Services	PR&CS-005	Daily Service Unit Counts (Nutrition Center, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets grant auditing requirements); GC §34090
Parks, Rec. & Community Services	PR&CS-006	Employee Safety Committee Minutes	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; OSHA requires 5 years; Calif. Labor Division is required to keep their records 7 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090; LC §6429c
Parks, Rec. & Community Services	PR&CS-008	Historical Records (**of Significant Historical Value**)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Parks, Rec. & Community Services	PR&CS-009	Inspection Reports - Bleachers, Playground Equipment, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services	PR&CS-010.1	Marketing / Flyers	When superseded or 90 days, whichever is less		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts / Content is not substantive; GC §7920.530; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Parks, Rec. & Community Services	PR&CS-010.5	Memorial Tree Dedications	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Parks, Rec. & Community Services	PR&CS-011	Operating Statements: Golf Shop, Sign-ins for Golf	2 years	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services	PR&CS-017	PASS Subsidy Program Applications (Program, Activity / Services Subsidy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Parks, Rec. & Community Services	PR&CS-012	Permits / Facility Use Permits / Equipment Applications, Books, Alcoholic Beverage Applications Includes Certificates of Insurance	2 years	Yes: Before Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services	PR&CS-007	Program Surveys / Class Surveys (Program Feedback / Evaluations)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts / Transitory records not retained in the ordinary course of business); GC §34090
Parks, Rec. & Community Services	PR&CS-014	Recreation **Database**	Indefinite - Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; data is interrelated; GC §34090
Parks, Rec. & Community Services	PR&CS-014.1	Recreation Guide	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Parks, Rec. & Community Services	PR&CS-015	Registration / Trip Permits / Fee / Charge / Liability Forms / Release of Liability Forms / Permissions / Sign-in Sheets / After School Program / Day Camp Program / Custody Orders / Restraining Orders for Minors etc.: Camps, Field Trips, Authorization to give Medicine, etc.	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services	PR&CS-018	Score Cards	At Conclusion of the Season		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts / Transitory records not retained in the ordinary course of business); GC §34090
Parks, Rec. & Community Services	PR&CS-019	Senior Food / Lunch Program Registrations (Confidential)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City administers program for the County; meets Uniform Grant Requirements; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.333; 24 CFR 570.502(a)(7), GC §34090
Parks, Rec. & Community Services	PR&CS-022	Swimming Pool Chemicals: Log of Chemicals Manually Added to City Swimming Pools	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	22 CCR 65523; GC §34090
Parks, Rec. & Community Services	PR&CS-023	Swimming Pool Chemicals: Water Testing (ph., etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR 65523; GC §34090
Parks, Rec. & Community Services	PR&CS-024	Tree **Database** (Tree Keeper)	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; data is interrelated; GC §34090

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Parks, Rec. & Community Services	PR&CS-020	Tree Service Requests - Forestry / Street Trees - Not entered into the Tree Database (Tree Keeper)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Parks, Rec. & Community Services	PR&CS-020.1	Volunteer / Burbank Volunteer Program (BVP) / Unpaid Intern Applications / Agreements - **Unsuccessful** / Pending Applicants Includes Leadership Programs, Counselor in Training, Youth, RISE, etc.	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with employee personnel files (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12960, 34090
Parks, Rec. & Community Services	PR&CS-020.2	Volunteer / Burbank Volunteer Program (BVP) / Unpaid Intern Applications / Agreements (includes emergency contact information) - **Successful** Applicants Includes Leadership Programs, Counselor in Training, Youth, RISE, etc. - Awards, Graduation, etc.	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Courts treat volunteers as employees; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §12960, 34090; 29 USC 1113
PARKS, RECREATION AND COMMUNITY SERVICES / ANIMAL SHELTER								
Parks, Rec. & Community Services Animal Shelter	PR&CS-021	Address Activity File (includes original notices of violations, copies of various documents)	5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§336(a), 337 et. seq., GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-022	Adoption Application / Questionnaire - **APPROVED**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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Parks, Rec. & Community Services Animal Shelter	PR&CS-023	Adoption Application / Questionnaire **- DENIED**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; , GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-024	Animal Registration **Database**	Indefinite - Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Data is interrelated; GC §§12946, 12960, 34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-025	Animal Registration Report	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-026	Animal Trap Agreements	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Parks, Rec. & Community Services Animal Shelter	PR&CS-027	Bite Reports / Rabies Control Records	5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.

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Parks, Rec. & Community Services Animal Shelter	PR&CS-028	Complaints - Regarding Animals	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Parks, Rec. & Community Services Animal Shelter	PR&CS-029	Controlled Substance Inventory Records	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), B&P 4081; GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-030	Daily Dispatch Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-031	Deposits / Oracle Deposits / Deposit Batch Slips	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - meets municipal government auditing standards (not all detail is sent to Finance); GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-032	Donations Receipts	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - meets municipal government auditing standards (not all detail is sent to Finance); GC §34090

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Parks, Rec. & Community Services Animal Shelter	PR&CS-033	Euthanasia Log	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to support treatment records; Considered transitory / preliminary drafts. GC §34090, GC §7920.530
Parks, Rec. & Community Services Animal Shelter	PR&CS-034	Impound Notices / Contact Requests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq., GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-035	Owner Relinquishment Forms / No Kill Contact"	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq., GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-036	Kennel Inspection Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-037	Kennel Inspection Reports / Closed Businesses	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Parks, Rec. & Community Services Animal Shelter	PR&CS-038	Microchip Records	20 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Used for locating animals; GC §34090 et seq.
Parks, Rec. & Community Services Animal Shelter	PR&CS-039	Officer's Daily Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Parks, Rec. & Community Services / Animal Shelter	PR&CS-040	Record of All Efforts to Contact Owner / Microchip's Primary Registrant	Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	FA 31108.3 and 31752.1; GC §34090
Parks, Rec. & Community Services Animal Shelter	PR&CS-041	Treatment Records (Vaccination records, Euthanasia, medical treatments, etc.)	Minimum 3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq., GC §34090

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POLICE / ADMINISTRATION / CHIEF OF POLICE								
Police / Admin. / Chief	PD-024	Background Jackets for Employees / Volunteers Includes LiveScan responses for all full-time City employees	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to cover the possible length of employment of any employee or volunteer; P.O.S.T. requires appointments for 3 years; § 34090 et seq.
Police / Admin. / Chief	PD-001	Bulletins / BPD Bulletin	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-066	Business Permits (Regulatory) - **BUSINESS OWNER**: Massage, Second Hand, etc.	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Admin. / Chief	PD-067	Business Permits (Regulatory) - Record Check of Applicant Denial Letter	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-068	Business Permits (Regulatory) - **TECHNICIAN / EMPLOYEES;** Massage Technician, etc.	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Admin. / Chief	PD-053	Canine (Police Dogs) Team Evaluations	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Admin. / Chief	PD-002	Carry Concealed Weapon Permits (CCW) - **Approved**	Expiration + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-003	Carry Concealed Weapon Permits (CCW) - **Denied**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-003.2	**Department-Initiated Personnel Investigation WITHOUT sustained finding of misconduct / No personnel action**	Final Disposition + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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Police / Admin. / Chief	PD-003.2(a)	**Department-Initiated Personnel Investigation WITH sustained finding of misconduct**, including all supporting documentation, **resulting in MAJOR discipline**	Final Disposition + 15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with MOU); GC§§12946, 12960, 34090
Police / Admin. / Chief	PD-003.2(b)	**Department-Initiated Personnel Investigation WITH sustained finding of misconduct**, including all supporting documentation, **resulting in MINOR discipline**	Final Disposition + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with MOU); GC§§12946, 12960, 34090
Police / Admin. / Chief	PD-003.2(c)	**Department-Initiated Personnel Investigation WITH sustained finding of misconduct**, including all supporting documentation, **resulting in WRITTEN REPRIMAND / below**	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with MOU); GC§§12946, 12960, 34090
Police / Admin. / Chief	PD-005.1	Drug Action Expense Record	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; (meets municipal government auditing standards); GC §34090
Police / Admin. / Chief	PD-006	Hazardous Material Exposure	Forward to Manage. Services		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	
Police / Admin. / Chief	PD-006.2	Internal Affairs Investigations - **Complaints by members of the public WITHOUT sustained finding of misconduct**	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State requires for at least 5 years for civilian's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946, 12960, 34090, PC §832.5, VC §2547; Burbank PD Policy 300

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Police / Admin. / Chief	PD-006.3	Internal Affairs Investigations - **Complaints by members of the public WITH sustained finding of misconduct including all supporting documentation**	Final Disposition + 15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	PC 832.7; GC§§12946, 12960, 34090
Police / Admin. / Chief	PD-004.1	Internal Audits (e.g., issued equipment, arrest reports, MDT usage, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-004.2	Officer Involved Shootings (OIS)	25 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-004.4	Officer Recordings: Body-Worn Cameras – **LOGS of Access / Deletion of Data**	P		Mag			PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.45	Recordings: Body-Worn Cameras – **Accidental Recordings Reviewed and Approved for Deletion** (Non-evidentiary)	After Approval		Mag			Department preference; consistent with Lexipol policies (review, supervisory authorization, and documentation required); PC§ 832.18 et seq. GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.5	Officer Recordings: Body-Worn Cameras - **Officer Involved Shootings (OIS)**	25 years		Mag			Department Preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.6	Officer Recordings: Body-Worn Cameras - **that ARE evidence / Detention / Arrest**	Follows the Retention of the Evidence, Minimum 3 years		Mag			PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.7	Officer Recordings: Body-Worn Cameras that are **not evidence**	2 years		Mag			Department preference; Those segments of videos that are determined to be evidence are copied onto a different tape and retained for the same length of time as the crime report (see crime reports for legal citations); 60-days is required; PC§ 832.18(b)(5)(B)&(c); GC §34090.6 et seq.

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Police / Admin. / Chief	PD-004.8	Officer Recordings: I**n Car Camera (ICC**) Recordings - that are NOT evidence / Mobile Audio/Video Recordings that are **not evidence**	2 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.9	Officer Recordings: In Car Camera (ICC) Recordings – **Complaints Against Officers,** / Mobile Audio/Video Recordings **(Other than Sustained).**	Final Disposition + 5 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.10	Officer Recordings: In Car Camera (ICC) Recordings – **Officer Involved Shootings (OIS),** / Mobile Audio/Video Recordings	25 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-004.11	Officer Recordings: In Car Camera (ICC) Recordings – that **ARE evidence / Detention / Arrest**, / Mobile Audio/Video Recordings.	Follows the Retention of the Evidence, Minimum 3 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-058	Officer's Patrol Record (Hardcard)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-029	Personnel **Background Packet - City Employees (Successful) Non-Sworn**	Separation + 6 years	Yes: Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602.14, 2 CCR 11013(c); GC §§12946, 12960, 34090
Police / Admin. / Chief	PD-007	Personnel **Background Packet - City Employees (Unsuccessful) Non-Sworn** Includes Polygraph Record	5 years	Yes: Before Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602.14, 2 CCR 11013(c); GC §§12946, 12960, 34090
Police / Admin. / Chief	PD-008	Personnel **Background Packet - Police Department Employees / Reserves Unsuccessful** (not hired) Sworn	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602.14, 2 CCR 11013(c); GC §§12946, 12960, 34090

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Police / Admin. / Chief	PD-009	Personnel Files - **Police Department Employees / Reserves Background Packet** Includes Performance Evaluations, Training Certificates, etc.	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for recruitment; 29 CFR 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., 2 CCR 11013(c); GC §§12946, 12960, 34090
Manage. Services / Human Resources	PD-009.2	Personnel Requisitions (copies only)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (copies); BMC §2-1-1007; GC §34090.7
City Attorney	PD-010	Pitchess Motion Notifications	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-012	Police Commission **CORRESPONDENCE / SUBJECT FILES**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
Police / Admin. / Chief	PD-012.1	PUMA Audio Recordings (Portable Audio Recordings) - **Complaints Against Officers** (Other than Sustained)	Final Disposition + 5 years		Mag			Department preference; compliance with Burbank PD Policy 450.7.1 (1 year is mandated by State Law); GC §34090.6; Burbank PD Policy 450.7.1
Police / Admin. / Chief	PD-012.2	PUMA Audio Recordings (Portable Audio Recordings) - **Officer Involved Shootings** (OIS)	25 years		Mag			Department preference; compliance with Burbank PD Policy 450.7.1 (1 year is mandated by State Law); GC §34090.6; Burbank PD Policy 450.7.1
Police / Admin. / Chief	PD-012.3	PUMA Audio Recordings (Portable Audio Recordings) - **that ARE evidence / Detention / Arrest**	Follows the Retention of the Evidence, Minimum 3 years		Mag			Department preference; (up to 3 years to file a felony case); compliance with Burbank PD Policy 450.7.1 (1 year is mandated by State Law); GC §34090.6; Burbank PD Policy 450.7.1

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Police / Admin. / Chief	PD-013	Pursuit Critiques	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113
Police / Admin. / Chief	PD-013.5	Report to the State Commission on Peace Officer Standards / Training (POST Commission) of peace officer employment, compliant, finding, disposition, / judgement pursuant to §PC 13510.9 Report of data regarding the number, type, / disposition of complaints made against its officers	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / Chief	PD-014	Reports, Studies regarding Police operations (not historical - manpower, traffic analysis, activity studies, calls for service, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090 et seq.
Police / Admin. / Chief	PD-014.1	Reports to the State Commission on Peace Officer Standards / Training (POST Commission) of peace officer employment, compliant, finding, disposition, / judgement pursuant to §PC 13510.9	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090 et seq.
Police / Admin. / Chief	PD-015	Request for Police Services	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / Chief	PD-016	Reserve Police Duty Roster	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Admin. / Chief	PD-017	Retirement Identification Card, Request for Issuance	P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Admin. / Chief	PD-004.3	Review of Officer Recordings: Body-Worn Cameras - **Complaints Against Officers** (Other than Sustained)	Final Disposition + 5 years		Mag			Department preference; PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-062	Ride-Along Waiver Form / Program Application / Card / Release / Waiver of Claims (Adults / Minors)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to accommodate DOJ's audit cycle (now 3 years); GC §34090 et seq.
Police / Admin. / Chief	PD-062.1	Roll Call Area Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-062.2	Taxi License / Renewals	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-0	**Use of Force Review WITHOUT Sustained Finding of Misconduct** (not as a result of a complaint from a member of the public)	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State requires for at least 5 years for civilian's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946, 12960, 34090, PC § 832.5, VC §2547; Burbank PD Policy 300
Police / Admin. / Chief	PD-062.3	Vehicle Accident Review	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
POLICE / ADMINISTRATION / BUDGET / FINANCE								

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Police / Admin. / Budget / Finance	PD-018	Asset Forfeiture Records / Forfeiture Notification / DOJ Equitable Sharing Program Expenditures , Procurement, Reconciliation of DOJ funds, DOJ Reports, etc.	Close + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets Federal DOJ guidelines (Equitable Sharing Guide); GC §34090
Police / Admin. / Budget / Finance	PD-018.2	Citation Management Monthly Invoice (the Vendor generates this)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Meets municipal government auditing standards); GC §34090
Police / Admin. / Budget / Finance	PD-018.5	Deposits / Oracle Deposits / Deposit Batch Slips	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Meets municipal government auditing standards); GC §34090
Police / Admin. / Budget / Finance	PD-143	Notice of Disruptive Gathering / Notice of Violation - 2nd Response	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / Budget / Finance	PD-020	Phone Bills / Cell Phone Bills (Detailed Backup)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statement / Summary is sent to Finance, detailed backup is kept in department; GC §34090
Police / Admin. / Budget / Finance	PD-021	Request for Reimbursement (Uniform / Clothing Allowance)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Admin. / Budget / Finance	PD-019	Timesheets / Overtime Slips / Report (InTime Database or Oracle)	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Overtime slips are Preliminary drafts (the time card is the original); Department preference (only the summaries or exception reports are sent to Payroll); Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 -10 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §34090;
Police / Admin. / Budget / Finance	PD-022	Training Notice / Warrant Request	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
POLICE / ADMINISTRATION / COPS (Community Outreach and Personnel Services)								
Police / Admin. / COPS	PD-023	Authority to Release Personal Information	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / COPS	PD-035	Reserve Field Training Evaluation (Weekly / Monthly Field Training maintained in Filed Offices with the Training Officer)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to be consistent with other Police Department training records; GC §34090 et seq.
Police / Admin. / COPS	PD-036	Reserve Officer Activity Record	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / COPS	PD-037	Retired Officer Firearm Qualifications / Weapons Inspected	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
POLICE / ADMINISTRATION / PROFESSIONAL STANDARDS BUREAU (PSB)								
Police / Admin. / PSB	PD-025	City Property Issued	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Admin. / PSB	PD-026	Course Evaluations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Admin. / PSB	PD-027	General Orders / Lexipol / Power DMS (Department Policies / Procedures)	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin. / PSB	PD-030	Pistol Range Scores	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / PSB	PD-031	Range Risk Agreement - Adult	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Claims must be filed within 6 months or 1 year); GC §34090 et seq.
Police / Admin. / PSB	PD-032	Range Risk Agreement - Minor	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Claims must be filed within 6 months or 1 year); GC §34090 et seq.
Police / Admin. / PSB	PD-038	Training Presented by City Staff - **Department Training Records - COURSE RECORDS** (Attendance Rosters, Sign-in Sheets, Outlines / Materials; includes Ethics, Harassment, Workplace Violence, Use of Force Training, Safety Training, Tailgates)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Rosters are sent to POST; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; Ethics, Harassment & Workplace Violence Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 29 CFR 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); LC §6401.9(f)
Police / Admin. / PSB	PD-039	Training **Database (Training Management System)**	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Data is interrelated; GC §§12946, 12960, 34090
Police / Admin. / PSB	PD-039.5	Wanted Bulletin	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (copies) GC §34090.7
Police / Admin. / PSB	PD-040	Weapon Inspection	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Admin. / PSB	PD-041	Weapons Database / Department Weapons / Qualification Shoot Logs (Range master)	Indefinite	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
POLICE / INVESTIGATION								
Police / Investigat.	PD-071	Crime Report Photos, Mug Shots	Follows the Retention of the Arrest Record		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Investigat.	PD-073	Detectives Investigation Files / Arrest Files	Transferred into Record's Files		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transfer all Official Reports to Records to be placed in the Day Files.
Police / Investigat.	PD-074	Expense Reports - Vice / Narcotics	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090 et seq.
Police / Investigat.	PD-075	Forfeiture Notification	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Investigat.	PD-076	Gang Files	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Police / Investigat.	PD-078	Informant Files ("Personal History")	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Informant information; Does not contain criminal intelligence information concerning individuals; GC §34090 et seq.
Police / Investigat.	PD-079	Intelligence Files	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090

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Police / Investigat.	PD-080	Juvenile Probation Records (Voluntary Program, Gladys R Questionnaire, etc.)	Subject is 18 years old		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Investigat.	PD-090.2	Logs: Juvenile Detention Logs (Non-Secure, Monthly, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Investigat.	PD-082	Monthly Report - Vice Narcotic Section	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Investigat.	PD-084	Pawn Shop Slips	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to provide information to other agencies; Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090
Police / Investigat.	PD-086	Polygraph Charts - Child Sexual Abuse (Computer Voice Stress Analyzer)	P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC §§11169(c),11170(a)(3)
Police / Investigat.	PD-087	Polygraph Charts - Criminal Cases	Follows Retention of Crime Report		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090
Police / Investigat.	PD-088	Polygraph Charts - Homicide	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; No limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, and 799
Police / Investigat.	PD-089	School Resource Officer Daily Log / Monthly Recap	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Investigat.	PD-090	Teletype Messages Received / Teletype Record Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
POLICE / INVESTIGATION / FORENSICS								
Police / Invest. / Forensics	PD-096	Crime Report Photographs / Negatives	Follows the Retention of the Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Police / Invest. / Forensics	PD-092	Digital Images / Photos	Follows the Retention Period of the Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Invest. / Forensics	PD-094	Forensic Specialist Daily Log	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Invest. / Forensics	PD-094.1	LAFIS Hit Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Invest. / Forensics	PD-094.2	Latent Print ID Packet (Contains positive print ID hits / additional forensic documentation)	Follows the Retention Period of the Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Invest. / Forensics	PD-095	Latent Prints - Arrested	Follows the Retention of the Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Invest. / Forensics	PD-095.1	Latent Prints - NO Arrest	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Invest. / Forensics	PD-095.2	Registrants: Gang **Adults**	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.3(a)); GC §34090
Police / Invest. / Forensics	PD-095.3	Registrants: Gang **Juveniles**	Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.3(a)); Records are destroyed pursuant to W&I §781;GC §34090
Police / Invest. / Forensics	PD-095.4	Registrants: Gang **Adults** Shared Gang Databases / **CalGang** / Written Attestations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a));11 CCR 773.8; GC §34090

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Police / Invest. / Forensics	PD-095.5	Registrants: Gang **Juveniles** Shared Gang Databases / **CalGang** / Written Attestations	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a)); Records are destroyed pursuant to W&I §781; 11 CCR 774; PC §186.30; GC §34090 et seq.
Police / Invest. / Forensics	PD-097	Request for Photos	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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POLICE / PATROL								
Police / Patrol	PD-097.5	Canine (Police Dogs) Program Files: **Animal Files** (Training, etc.)	Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required for animal care / treatment records; FA §32003(e), PC §597.1(d); GC §34090 et seq.
Police / Patrol	PD-054.1	De Minimus Force log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol	PD-054.5	Drone (Unmanned Aerial Vehicle) Recordings	When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq,
Police / Patrol	PD-054	Helicopter Check	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol	PD-055	Helicopter Flight Hours Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol	PD-056	Helicopter Training Check flight Evaluation	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol	PD-057	Helicopter Unit Activity	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.
Police / Patrol	PD-057.1	Logs: UOF / Pursuit Log, Weapons Display Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol	PD-050.1	Training Evaluation / LEFTA (Field Training, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to be consistent with other Police Department training records §34090 et seq.
Police / Patrol	PD-050.5	Shift Report	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.
Police / Patrol	PD-051	Vacation Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol	PD-064	Watch Commanders Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.
POLICE / PATROL / TRAFFIC								
Police / Patrol / Traffic	PD-175	Alarm Billing	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090

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Police / Patrol / Traffic	PD-176	Alarm Card	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol / Traffic	PD-177	Alarm System Permit Application	Closed + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Patrol / Traffic	PD-178.1	Automated License Plate Reader Data (ALPR)	2 years		Mag			Department preference (law requires 1 year); Recordings that become evidence are stored with evidence - these are preliminary documents / transitory recordings; Consistent with Lexipol GC §34090.6 et seq.
Police / Patrol / Traffic	PD-178.5	Check Payment Refund Request / Oracle Transaction Report / Payment Receipt Books	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Meets municipal government auditing standards); GC §34090
Police / Patrol	PD-178.2	Citation Correction Letters - Moving Violations	Completion + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-178	Citation Correction Letters - Parking Violations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-179	Citation Dismissal	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol / Traffic	PD-180	Citation Protest Files	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitation for collections is 5 years from the date of the last violation; CVC 40222(b); GC §34090 et seq.
Police / Patrol / Traffic	PD-181	Citations - Parking, Traffic, Juvenile other than marijuana citations Includes Cite Amendments	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitation for collections is 5 years from the date of the last violation; CVC 40222(b); GC §34090 et seq.
Police / Patrol / Traffic	PD-182	Citizen's Complaint of Traffic Conditions (results in Radar Trailer Surveys)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Patrol / Traffic	PD-178.3	City of Burbank Internal Service Request	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol / Traffic	PD-185	Film Permits / Applications / Certificate of Insurance	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-178.4	Off Duty Police Service Request	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Patrol / Traffic	PD-144	Officer's Daily Log (Automated)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.
Police / Patrol / Traffic	PD-186	Parking Inspector's Daily Log / Parking Inspector's Patrol Record (Hardcard)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary drafts); GC §34090 et seq.
Police / Patrol / Traffic	PD-187	PAS Device Calibration Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-187.1	Racial / Identity Profiling Act (RIPA) Annual Report Juvenile other than marijuana citations	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	11 CCR 999.228; 11 CCR 999.229; GC §§12525.5, 34090
Police / Patrol / Traffic	PD-187.2	Racial / Identity Profiling Act (RIPA) Annual Report / STOP **Source Data**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	11 CCR 999.228; 11 CCR 999.229; GC §§12525.5, 34090
Police / Patrol / Traffic	PD-188	Re-examination of Driver Requests (to DMV)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-189	Request to Remove Abandoned Vehicles (public nuisance) / Abandoned Vehicle Complaint	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-190	Special Events / Ops Plan	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Budget / Finance, Investigation, Forensics, Patrol, PSB, Comms., Support Svcs.)

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Police / Patrol / Traffic	PD-191	Traffic Control: Radar Calibration Records	Life of the Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Patrol / Traffic	PD-192	Traffic Control: Radar Trailer Surveys, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Patrol / Traffic	PD-193	Traffic Officer's Patrol Record (Hardcard)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
POLICE / SUPPORT SERVICES - COMMUNICATIONS / CAD / DISPATCH								
Police / Support Services / Commun.	PD-049	911 Recordings / Audio Recordings / Tapes - **(CAD/RMS)** Recordings of Telephone / Radio Communications Dispatch Tapes (CAD)	2 years		Mag			Department Preference; (legally mandated for 100 days); (may be discoverable or made public in some circumstances), GC §§34090, 34090.6
POLICE / SUPPORT SERVICES / PROPERTY AND EVIDENCE								
Police / Support Services / Property & Evidence	PD-077	Gun / Narcotics Destruction Log (Documents related to)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Property & Evidence	PD-042	Logs: Evidence **Database**	Indefinite - Follows Retention of the Evidence	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
Police / Support Services / Property & Evidence	PD-043	Notice to Claim Property	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Support Services / Property & Evidence	PD-045	Property List / Record / Property Identification (Green Tags) / Tag Logs	Follows the Retention of the Arrest Record		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Property & Evidence	PD-047	Digital Recordings - DUI Test After Warrant is Issued	1 years		Mag, Ppr			GC §34090.6
Police / Support Services / Property & Evidence	PD-048	Digital Recordings - Parking Lot / Public Areas	1 year		Mag			Department preference; Does not record regular and ongoing operations; GC §§34090.6,
POLICE / SUPPORT SERVICES / JAIL								
Police / Support Services / Jail	PD-099	Cell Check Log (Automated using Gard 1 Timekeeper)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-100	Daily Jail Record - Inmates In Custody	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-100.4	Inmate Phone Recordings	2 years		Mag			Department preference (required for 100 days); GC §34090.6(a)
Police / Support Services / Jail	PD-100.1	Jail Alarm Test - Monthly Internal Alarm Testing	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Support Services / Jail	PD-100.2	Jail Citation Books	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-100.3	Jail Cleanliness / Security Inspection Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-100.3	Jail Daily Observation Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-101	Jail Meal Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-102	Jail Shift Report	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-102.1	LA County Transfer Record	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-104	Medical Service Order Control	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Jail	PD-104.1	Refrigerator / Freezer Temperature Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Support Services / Jail	PD-104.2	Self Contained Breathing Apparatus Log (SCBA) - Monthly Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
POLICE / SUPPORT SERVICES / RECORDS								
Police / Support Services / Records	PD-121	Admonition of Rights	Statute of Limitations + 5 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference (some cases are capital crimes); GC §34090
Police / Support Services / Records	PD-116	Animal Investigations / Problem Files (barking, loose dogs, dangerous dog reports, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Police / Support Services / Records	PD-122.1	Background Checks (requests for a background check of local records from outside entities)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Records	PD-123	Bail / Bond Receipt	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-124	Bail / Bond Register	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-124.5	Certificate of Life	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090
Police / Support Services / Records	PD-126	Citation Books Issued / Citation Log Books (#s / ranges) - Parking, Traffic	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Support Services / Records	PD-127	Citations - Juvenile Marijuana / Cannabis - HS §11357(d)	Date of Conviction or Arrest + 2 years, or reaches age 18, whichever is First.	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., GC§68152(e)(8)
Police / Support Services / Records	PD-128	Citations - Misdemeanor / Infraction - Adult Marijuana / Cannabis - HS §11357(b)(c)(d)(e) / HS §11360(b) (with procedure in HS §11361.5)	Date of Conviction or Arrest + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); GC §§68152(c)(8), 34090; H&S §11361.5
Police / Support Services / Records	PD-128.1	Clearance Letter	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090
Police / Support Services / Records	PD-129	Court Ordered Booking / CHP Bookings	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Records	PD-131	Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Filed on line with the State; Department preference; GC §34090
Police / Support Services / Records	PD-131.5	Daily Arrest Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Records	PD-132	Desk Report - Felonies **with** IB numbers	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts / transitory records; GC §34090 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Support Services / Records	PD-133	Desk Report - Felony Arrests - 799 PC Only	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts / transitory records; GC §34090 et seq.
Police / Support Services / Records	PD-134	Desk Report - Misdemeanor / Felonies **without** IB Numbers	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts / transitory records; GC §34090 et seq.
Police / Support Services / Records	PD-135	DR Case Register	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support Services / Records	PD-136	Field Investigation Cards (FIs)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary documents; GC §34090 et seq.
Police / Support Services / Records	PD-137	Inmate Booking / IB Folders - **Felonies - NOT Part 1 Felonies**	Until Inmate Deceased		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Support Services / Records	PD-138	Inmate Booking / IB Folders - **Felonies - Part 1 Felonies**	Until Inmate Deceased		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Support Services / Records	PD-139	Inmate Booking / IB Folders - **Misdemeanors**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Support Services / Records	PD-141	Medical Service Order - Prisoners	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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Police / Support Services / Records	PD-145	Order after Hearing (Restraining Order, Emergency Protective Orders (EPO), Temporary Restraining Order (TRO))	Life of the Order + 3 months		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Court records - originals retained by the Court; GC §34090 et seq.
Police / Support Services / Records	PD-146	Photographic Lineup Admonition	Transferred into Record's Files		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transfer all Official Reports to Records to be placed in the Day Files.
Police / Support Services / Records	PD-147	POLICE REPORTS / INCIDENT REPORTS: **Firearms entered into CLETS (if not Permanent Retention) - Found / Recovered Firearms**	Firearm Found or Recovered	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC§ 11108.2(b); GC§ 34090
Police / Support Services / Records	PD-148	POLICE REPORTS / INCIDENT REPORTS: **Misdemeanor / Infraction - Adult Marijuana / Cannabis** - HS §11357(b)(c)(d)(e) / HS §11360(b) (with procedure in HS §11361.5) - Except those with outstanding stolen property, including firearms, / lost firearms, serious felonies, / synthetic cannabis	2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); GC §68152(e)(8)
Police / Support Services / Records	PD-149	POLICE REPORTS / INCIDENT REPORTS: **ALL, Except Those Specifically Mentioned in the Schedule** e.g., 5150, Detention Reports, etc.	10 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.

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Police / Support Services / Records	PD-150	POLICE REPORTS / INCIDENT REPORTS: **Capital Crimes / Violent Felonies / Major Crimes / Sex Crimes / Child Abuse** - Capital Crimes (Crimes Subject to the Death Penalty), Sex Crimes (PC §288, 290); Substantiated Child Abuse / Severe Neglect (Adults Only)	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; others have no limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, 799, 803(h), 11169 et seq.; 11170(a); WIC 707(b)
Police / Support Services / Records	PD-151	POLICE REPORTS / INCIDENT REPORTS: **Child Abuse / Neglect Investigation Reports - Unsubstantiated / Inconclusive**	No Further Report on Suspected Abuser + 10 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC §§11169(c),11170(a)(3)
Police / Support Services / Records	PD-152	POLICE REPORTS / INCIDENT REPORTS: **Factually Innocent Petition Accepted Records** Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, / lost firearms	Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Police / Support Services / Records	PD-154	POLICE REPORTS / INCIDENT REPORTS: **Misdemeanor Marijuana / Cannabis §11357(d) - Juvenile on School Grounds during School Hours** (with procedure in HS §11361.5)	Offender is 18 Years Old	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(d)
Police / Support Services / Records	PD-153	POLICE REPORTS / INCIDENT REPORTS: **Misdemeanor / Infraction - Juvenile Marijuana / Cannabis** - HS §11357(d) - Except those with outstanding stolen property, including firearms, / lost firearms serious felonies, / synthetic cannabis	Date of Conviction or Arrest + 2 years, or reaches age 18, whichever is First	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., GC§68152(e)(8)

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Police / Support Services / Records	PD-155	POLICE REPORTS / INCIDENT REPORTS: **Missing Persons**	Found / Recovered + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-156	POLICE REPORTS / INCIDENT REPORTS: **Non-Criminal / Outside Assist** Abandoned Vehicle Reports, Information Reports, Impounded / Towed Vehicles, Sick Cared For, Suspicious Circumstances, Restraining Orders	2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-157	POLICE REPORTS / INCIDENT REPORTS: **Sealed Juvenile / Ward Cases** - Except childhood sexual assault, Child Abuse / Severe Neglect, (Substantiated), those with outstanding stolen property, including firearms, / lost firearms	Sealing Date + 5 years (or Court Order)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	CCP §§340.1, GC §34090; W&I §§389(a),
Police / Support Services / Records	PD-157.1	POLICE REPORTS / INCIDENT REPORTS: **Sealed Juvenile / Ward Cases** - Childhood Sexual Assault - **After January 1, 2024**	P	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090
Police / Support Services / Records	PD-157.2	POLICE REPORTS / INCIDENT REPORTS: **Sealed Juvenile / Ward Cases** - Childhood Sexual Assault - **Before January 1, 2024**	Age of Majority + 22 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090

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Police / Support Services / Records	PD-157.5	POLICE REPORTS / INCIDENT REPORTS: **Sealed Cases** (childhood sexual assault)	Age of Majority + 22 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CCP §§340.1, GC §34090
Police / Support Services / Records	PD-158	POLICE REPORTS / INCIDENT REPORTS: **Traffic Collisions / Accident Reports**	7 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference (Fatal collisions are retained by CHP for 5 years); GC §34090
Police / Support Services / Records	PD-152	POLICE REPORTS / INCIDENT REPORTS: **Vacatur Relief Granted by Court - Victim of Human Trafficking, / Victim of Intimate Partner Violence / Sexual Violence (Nonviolent Crimes)**	Court Order + 1 year		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)
Police / Support Services / Records	PD-152.5	Private Party Impounds (PPI) Notifications & Repossessed Vehicles Notifications	90 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records used to notify PD so if someone reports their vehicle, the PD knows it was Repossessed, not stolen; GC §34090 et seq.
Police / Support Services / Records	PD-159	Probable Cause Declaration	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Support Services / Records	PD-160	Public Records Request	Response + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Support Services / Records	PD-161	Record Check of Applicant	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Police / Support Services / Records	PD-161.1	Recorded phone lines (not dispatch)	100 days		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090, 34090.6
Police / Support Services / Records	PD-162	Registrants: Arson - **Adults**	P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Support Services / Records	PD-163	Arson Registrations: **Juveniles** released from Division of Juvenile Justice	Age 25 or Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Pursuant to PC §457.1 et seq.; If released from DOJJ, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Support Services / Records	PD-165	Registrants: Sex Offenders - **Adults**	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Support Services / Records	PD-166	Registrants: Sex Offenders - **Juveniles**	P or Sealing Date + 5 years (or Court Order)		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.; W&I §781(d)
Police / Support Services / Records	PD-167	**RMS Database**	Indefinite - Follows Retention of the Crime Report	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
Police / Support Services / Records	PD-168.1	Station Visitor Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090

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RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Budget / Finance, Investigation, Forensics, Patrol, PSB, Comms., Support Svcs.)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Support Services / Records	PD-169	Subpoena Control Log / Served Subpoenas	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (copies) GC §34090.7
Police / Support Services / Records	PD-170	Subpoenas / Notice to Appear	Current + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Support Services / Records	PD-173	Warrants - Foreign Warrant Register	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Admin. / CIP, Engineering, Private Devel., Fleet and Bldg. Maint., Recycling, Sanitation, Street, Traffic, Wastewater)

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PUBLIC WORKS / ADMINISTRATION AND CAPITAL PROJECTS								
Public Works / Admin. / CIP	PW-001	Job Files / Capital Improvement Projects (CIP): **Administration File** Project Administration, Certified Payrolls, Construction Manager's Logs, Daily Inspections, Photos, Project Schedules, Progress meetings, Real Estate Appraisals, Submittals, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §§336(a), 337 et. seq., GC §34090
Public Works / Admin. / CIP	PW-002	Job Files / Capital Improvement Projects (CIP): **Permanent File** As-Built Plans, Specifications, Successful Proposal, Professional Services Agreements, Change Orders, Materials Testing Reports, Grading Permits, Insurance Certificates, Hazardous Materials Plans, Notice of Completion, Shop Drawings, Soils Reports, Studies, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; GC §34090
PUBLIC WORKS / ENGINEERING								
Public Works / Engineering	PW-003	Address Change Permits	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-004	Aerial Maps / Photographs - Analog or Digital and Index to Aerials	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Information Systems maintains digital aerials); GC §34090
Public Works / Engineering	PW-005	Banner Applications Permit	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Public Works / Engineering	PW-006	Encroachment Permits - **Permanent Encroachments**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-007	Encroachment Permits - **Temporary Encroachments** (debris boxes, etc.)	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Public Works / Engineering	PW-008	Engineering Studies / Surveys - Preliminary Studies / Project Assessments (**Not Acquired or Developed**)	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-009	Engineering Studies / Surveys (City Built Projects)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-010	Excavation / Construction Permit Application	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Public Works / Engineering	PW-011	Excavation Permits **WITH Plans**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-012	Excavation Permits **WITHOUT Plans**	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-013	Geotechnical and Soils Reports	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-014	Newsrack Permits	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Public Works / Engineering	PW-016	Pavement Management Plans	Superseded + 5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-017	Permit to Use Street	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-018	Permits: P.C.C. Driveways and Pedestrian Ramps (in the Public Right of Way)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-019	Regulatory Agency Permits and Correspondence of Compliance	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-020	Routing Permits (Haul Routes)	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Public Works / Engineering	PW-021	Standard Construction Drawings / Details / Plans	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-022	Subdivision and Tract Files	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Engineering	PW-023	Subject Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Public Works / Engineering	PW-024	Survey Books / Field Notebooks (City)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-025	Transportation / Wide Load Applications and Permits	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Public Works / Engineering	PW-026	Water Discharge Permits (Swimming Pools, etc.)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41, 122.44
PUBLIC WORKS / ENGINEERING - PRIVATE DEVELOPMENT								
Public Works / Engineering / Private Develop.	PW-027	Maps, Plans and Record Drawings (Final Maps, Parcel Maps, Right of Way, Tract Maps, etc.)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Drafts should be destroyed; Some maps are also retained by Planning; Selected maps are retained in Public Works for administrative purposes; GC §34090, 34090.7
Community Develop./ Building	PW-028	Private Development Projects / Job Files: **Administration File** Plan Check Comments (Provided to Planning or Building), Construction Inspections, Photos *Examples: Annexations, CUPs, Lot Line Adjustments, Specific Plans, Split Lots, TPMs, TSMs*	Completion + 5 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All originals are maintained by Building; GC §34090.7

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Engineering / Private Develop.	PW-029	Private Development Projects / Job Files: **Permanent Files** Conditions, Drainage, Driveway, Encroachments, Grading Permits and Plans, Private Lab Verifications Rights of Way, Soils Reports, Stormwater, As-Built Plans, etc. Copies of Deeds, Dedications, Easements, Abandonments (City Clerk is OFR) *Examples: Annexations, CUPs, Lot Line Adjustments, Specific Plans, Split Lots, TPMs, TSMs*	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; GC §34090
PUBLIC WORKS / FLEET AND BUILDING MAINTENANCE								
Public Works / Fleet & Bldg. Maint.	PW-030	AQMD Permits (Generators, etc.)	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (required for 5 years); 40 CFR 70.6; GC §34090
Public Works / Fleet & Bldg. Maint.	PW-031	Elevator / Lift Permits	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Fleet & Bldg. Maint.	PW-032	Equipment Lists	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary documents; GC §34090 et seq.
Public Works / Fleet	PW-033	Equipment Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary documents; GC §34090 et seq.
Public Works / Fleet	PW-034	Equipment Maintenance Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Preliminary documents); GC §34090 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Fleet	PW-035	Pre-Trip Inspections / Safety Inspections	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	13 CCR 1234(e); VC 34505.5(c); 49 CFR 396.11; GC §34090
Lead Dept.	PW-035.1	Generator Operations Logs and Inspections (all Generators)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (stationary generators are 5 years, Portable /emergency generators are 5 years); AQMD Rule 1470; Form 400–E–13a instructions, GC §34090 et. seq.
Public Works / Fleet & Bldg. Maint.	PW-036	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Current + 2 Previous Certificates		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Fleet & Bldg. Maint. OR Streets OR Traffic	PW-037	Restitution / City Property Damage Report Billings - Cost Estimates for Damage to City Property (damaged stop signs, signals)	5 years	Yes: Before Payment	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC §34090 et seq.
Public Works / Fleet & Bldg. Maint.	PW-038	Subject Files	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Fleet & Bldg. Maint.	PW-039	Vehicle and Equipment History Files (includes warrantees)	Disposal of Vehicle or Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. Seq., 13 CCR 1234(f); GC §34090
Public Works / Fleet & Bldg. Maint.	PW-039.5	Vehicle Titles "Pink Slips" for Public Works Vehicles	Upon Sale of Vehicle		Mag, Mfr, OD, Ppr	S / I		Provided to new owner upon sale; GC §34090
Public Works / Division **Providing** Service / Work	PW-041	Work Orders / Service Requests / Job Requests / Service Repair Orders **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Division **Providing** Service / Work	PW-042	Work Orders / Service Requests / Job Requests / Service Repair Orders - **All Information Entered in CMMS Database**	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Public Works / Division **Providing** Service / Work	PW-043	Work Orders / Service Requests / Job Requests / Service Repair Orders - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Fleet & Bldg. Maint.	PW-044	Work Reports (Hours / Vehicles)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
PUBLIC WORKS / RECYCLING								
Public Works / Recycling	PW-045	AB 939 Funds and Fees / SB 1383 Compliance (Organic Waste Collection and Recycling) Funds and Fees	15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SB 1383 compliance is required for 5 years 14 CCR § 18995.2; GC §34090
Public Works / Recycling	PW-046	Household Hazardous Waste Manifests	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 14 CCR 18812.4; GC §34090 et. seq.
Public Works / Recycling, Sanitation, Street, Wastewater	PW-047	NPDES Monitoring Reports	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41

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Public Works / Recycling, Sanitation, Street, Wastewater	PW-048	NPDES Permits	Expiration + 5 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Public Works / Recycling	PW-049	Large Venue Recycling Plans (e.g. Starlight)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Recycling	PW-050	Recycling Events (e.g. Schools, Public Education, Outreach)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Recycling	PW-051	State Reports (AB 939 Compliance) / SB 1383 Compliance (Organic Waste Collection and Recycling)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995;.2 H&S §39730.7; GC §34090
Public Works / Recycling	PW-052	Sustainability Programs (e.g. Green Building, etc.)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Recycling	PW-053	Used Oil Disposal	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
PUBLIC WORKS / SANITATION								
Public Works / Sanitation	PW-054	AB 939 Compliance / Solid Waste Tonnage Reports / SB 1383 Compliance (Organic Waste Collection and Recycling)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Contracted with Waste Hauler); SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995;.2 H&S §39730.7; GC §34090
Public Works / Sanitation	PW-055	Historical Records (of significant historical value)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Recycling, Sanitation, Street, Wastewater	PW-056	NPDES Monitoring Reports	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Recycling, Sanitation, Street, Wastewater	PW-057	NPDES Permits	Expiration + 5 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Public Works / Sanitation	PW-058	Regulatory Agency Permits and Correspondence of Compliance	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Sanitation	PW-059	Signature Cards - Refuse Accounts	Close of Account, Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Sanitation	PW-060	Subject Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Sanitation	PW-061	Temporary Bin Rentals / Signature Authorizations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Sanitation	PW-062	Weight Slips - Recycling	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Sanitation	PW-063	Weight Slips - Refuse	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Division **Providing** Service / Work	PW-064	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Division **Providing** Service / Work	PW-065	Work Orders / Service Requests - **All Information Entered in CMMS Database**	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Public Works / Division **Providing** Service / Work	PW-066	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / STREET								
Lead Dept.	PW-066.1	Diaries / Logs (Daily Supervisor entries Re: equipment usage, work schedules, WOOC, work order nos., special incidents / projects / jobs, weather and other noteworthy events	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (stationary generators are 5 years, Portable /emergency generators are 5 years); AQMD Rule 1470; Form 400–E–13a instructions, GC §34090 et. seq.
Public Works / Street	PW-67	Inspection Forms: Sidewalks, Streets, etc.	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Recycling, Sanitation, Street, Wastewater	PW-68	NPDES Monitoring Reports	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Recycling, Sanitation, Street, Wastewater	PW-69	NPDES Permits - Stormwater	Expiration + 5 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Public Works / Fleet & Bldg. Maint. OR Streets OR Traffic	PW-70	Restitution / City Property Damage Report Billings - Cost Estimates for Damage to City Property (damaged stop signs, signals)	5 years	Yes: Before Payment	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC §34090 et seq.
Public Works / Street	PW-107	Street Sweeping Logs (Source Records)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Division **Providing** Service / Work	PW-71	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Division **Providing** Service / Work	PW-72	Work Orders / Service Requests - **All Information Entered in CMMS Database**	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Public Works / Division **Providing** Service / Work	PW-73	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
PUBLIC WORKS / TRAFFIC								
Public Works / Traffic	PW-074	Maps and Plans (Traffic)	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Fleet & Bldg. Maint. OR Streets OR Traffic	PW-075	Restitution / City Property Damage Report Billings - Cost Estimates for Damage to City Property (damaged stop signs, signals)	5 years	Yes: Before Payment	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC §34090 et seq.
Public Works / Traffic	PW-076	Signal Intersection Reference Files	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Public Works / Traffic	PW-077	Signal Plans / Striping Plans	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Traffic	PW-078	Street and Intersection Work Orders	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Traffic	PW-079	Street / Intersection Files	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Traffic	PW-080	Subject Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police	PW-081	Traffic Accident Reports	3 years	Yes: Before Payment	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference (copies); GC §34090.7
Public Works / Traffic	PW-085	Traffic Counts	10 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Traffic	PW-086	Traffic Speed Surveys	10 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference (required every 5 years, but can be extended to 7 or 10 years); GC §34090
Public Works / Traffic	PW-086.1	Traffic Video Camera Recordings - If traffic video is not on a 48 hour loop, then traffic video retained for internal traffic studies Retention is 1 year	1 year		Mag			GC §34090.6

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
PUBLIC WORKS / WASTEWATER								
Public Works / Wastewater	PW-087	Breathing Apparatus Inspection Record / Self Contained Breathing Apparatus (SCBA)	Disposal of Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; OSHA requires 1 year; GC §34090
Public Works / Wastewater	PW-088	Complaints: Unauthorized Discharges / Violations / Spills	Resolution + 5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; NPDES records are required for 3 years; 40 CFR 122.41(j)(2)
Public Works / Wastewater	PW-089	Compliance Inspection Report - NPDES Monitoring Reports - **WITH** Violations	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-090	Compliance Inspection Report - NPDES Monitoring Reports - **NO** Violations	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-091	Confined Space Entries and Logs (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090
Public Works / Wastewater	PW-091.1	FOG (Fats, Oil and Grease) / Pretreatment Annual / Quarterly Reports Industrial Pre-Treatment	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; POTW reports are required for 3 years; 40 CFR 403.12; GC §60201
Public Works / Wastewater	PW-092	Industrial Waste Applications / Industrial Waste Permits	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; POTW reports are required for 3 years; 40 CFR 403.12; GC §60201

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Recycling, Sanitation, Street, Wastewater	PW-093	NPDES Monitoring Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-094	NPDES Permits	P	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Public Works / Wastewater	PW-095	Permit for Connection to Public Sewer	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Wastewater	PW-095.1	Project Files - Water Reclamation Plant - **Final Drawings, Operations and Maintenance Manuals, Submittals**	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference, even though the private operator does the construction; would be required to continue maintenance, improvement, operation, or for investigations; GC §34090
Public Works / Wastewater	PW-096	Project Files - Water Reclamation Plant (private operator) Excludes Final Drawings, Operations and Maintenance Manuals, Submittals, which are retained Permanently	Completion + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Private operator does the construction; GC §34090.7
Public Works / Wastewater	PW-097	Sewer and Plumbing Drawings (On-site Sewers)	Until Superseded or Replaced, or 2 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Wastewater	PW-098	Sewer Flushing Log Sheets (Source Records)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-099	Sewer Stoppage or Obstruction Report	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; plans must be updated every 5 years, audits are required every 2 years; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Wastewater	PW-100	Sludge Records (WRP)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Consistent sewage sludge requirements; 40 CFR 61.54, 122.41, 503.47; GC §34090
Public Works / Wastewater	PW-101	Statistical Reports - Self Monitoring, etc.	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-102	Status Reports - WRP Operators	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-103	Storm Drain Inspections / Logs (Source Records)	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-104	Stormwater Annual Reports	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-105	Stormwater Inspection Reports, Erosion Control Inspections and Citations	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41
Public Works / Wastewater	PW-106	Stormwater Program: Unauthorized Discharges / Violations / Spills	Resolution + 5 years, unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; NPDES records are required for 3 years; 40 CFR 122.41(j)(2)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Wastewater	PW-108	Wastewater / Sewer System Management Plans (SSMP) and Audits, Sanitary Sewer Overflows (SSOs) / Sanitary Spills Overflow Prevention Plan (SSOPP) / Sanitary Sewer Overflow Response Plan	5 years unless Permit Requires a Longer period		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SSMPs are required to be retained 5 years and updated every 6 years; plans must be updated every 5 years, audits are required every 2 years;); SWRCB General Order 2022-0103-DWQ; 40 CFR 122.41(j)(2); GC §34090
Public Works / Division **Providing** Service / Work	PW-109	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Division **Providing** Service / Work	PW-110	Work Orders / Service Requests - **All Information Entered in CMMS Database**	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Public Works / Division **Providing** Service / Work	PW-111	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090

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STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: May 19, 2026

TO: Justin Hess, City Manager/Housing Authority Executive Director

FROM: Patrick Prescott, Community Development Director/Housing Authority Assistant Executive Director
BY: Maribel Leyland, Assistant Community Development Director

SUBJECT: Adoption of Resolutions with the Burbank Housing Corporation Transitioning Activity Center Programming Off-Site and Allowing Alternate Uses; and Resolutions for Conditional Financial Commitment/Reservation/Award Letters for 2321-2335 North Fairview Street (The Village at Fairview Street)

RECOMMENDATION

1. Adopt four individual Resolutions of the Council of the City of Burbank (Attachments 1 – 4) each approving a Modification Agreement (Attachments 9 –12) regarding the use of 2321 North Catalina Street, 153 West Elmwood Avenue, 1819 Grismer Avenue, and 241 West Verdugo Avenue among the City of Burbank, the Housing Authority of the City of Burbank, and the Burbank Housing Corporation (BHC), making a determination of categorical exclusion under the National Environmental Policy Act (NEPA), and making a determination of categorical exemption under the California Environmental Quality Act (CEQA); and

2. Adopt four individual Resolutions of the Housing Authority of the City of Burbank (Attachments 5 – 8) each approving a Modification Agreement (Attachments 9 – 12) regarding the use of 2321 North Catalina Street, 153 West Elmwood Avenue, 1819 Grismer Avenue, and 241 West Verdugo Avenue among the City of Burbank, the Housing Authority of the City of Burbank, and the Burbank Housing Corporation and making a determination of categorical exemption under the California Environmental Quality Act (CEQA); and

3. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COMMITMENT LETTER TO ROLL-OVER AN EXISTING CITY LOAN OF $1,215,384.73 AND APPROVING A COMMITMENT LETTER TO CONDITIONALLY RESERVE HOME FUNDS FOR A NEW LOAN OF $2,592,389 TO THE BURBANK HOUSING CORPORATION FOR THE VILLAGE AT FAIRVIEW PROJECT; and

4. Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A COMMITMENT LETTER TO ROLL-OVER AN EXISTING HOUSING AUTHORITY LOAN OF $1,664,040 AND TO EXTEND A NEW LOAN OF $5,772,883 TO THE BURBANK HOUSING CORPORATION FOR THE VILLAGE AT FAIRVIEW PROJECT, AND APPROVING AN AWARD OF PROJECT-BASED SECTION 8 VOUCHERS TO THE PROJECT.

BACKGROUND

The City and Housing Authority have long partnered with BHC to operate affordable housing units and community-serving activity centers. In a Joint Study Session with the City Council and the Housing Authority on April 21, 2026 (Study Session), BHC expanded on their multi-phase reorganization and financial sustainability plan. As part of the long-term plan, BHC proposed transitioning Activity Center programming for four centers off-site and utilizing those facilities in a way that would better serve long-term financial stability for the organization and provide additional affordable housing in the community, along with management office space (Attachment 18).

Additionally, BHC presented The Village at Fairview project, a 60-unit affordable housing project requiring the removal of the Fairview parcels from the Master Loan Agreement, restructuring of existing City and Housing Authority loans, issuance of new loan commitments, and approval of a preliminary award of Low-and Moderate-Income Housing Asset Funds (LMIHAF), Federal HOME funds, and project-based vouchers. These actions are a prerequisite to BHC's submitting a competitive tax credit application.

Based on the feedback from the Council and Housing Authority Board during the Study Session, this report outlines the required modification documents for the Activity Center programming and use changes and summarizes the terms in the proposed conditional commitment/reservation/award letters for review and consideration by the City Council and Housing Authority Board.

DISCUSSION

The proposal and actions presented during the Study Session related to Activity Center programming and The Village at Fairview Project, collectively support BHC's financial and

operational restructuring and the creation of additional affordable housing units. The requested actions follow:

1. Modification agreements allowing the conversion of four Burbank Housing Corporation (BHC) activity centers to other permitted uses; and
2. Conditional commitment/reservation/award letters to support BHC's tax credit application for The Village at Fairview affordable housing development.

Upon a tax credit award, staff will return with final financing documents for the Project and the MLA Phase II documents to release the Fairview properties from the BHC portfolio for new development.

TRANSITION ACTIVITY CENTER PROGRAMMING TO OFF-SITE/ALTERNATE USES

As described during the Study Session, BHC has declining participation at its onsite activity centers. Several households who originally benefited from the centers have aged out of school-based programming or attend elsewhere. Households requiring this service will transition to Activity Center programming managed by the Boys and Girls Club at individual school sites. BHC will provide financial and other support to individual households as needed. This change requires amendments to various agreements for the activity centers to remove on-site operational obligations and authorize new permitted uses. Transition of the Activity Center programming will occur in phases by property as summarized below:

- *Peyton Grismer Activity Center – 1819 Grismer Avenue*
  End all Activity Center obligations effective June 2026 and allow use of the current activity center space as a management office effective September 1, 2026.

- *Elmwood Achievement Center – 153 W. Elmwood Avenue*
  End all Achievement Center obligations effective Fall 2027 and permit conversion of the current achievement center space to two moderate-income 1-bed/1-bath units operative by January 1, 2029.

- *Golden State Activity Center – 2321 N. Catalina Street*
  End all Activity Center programming effective June 2026 and permit conversion of the current activity center space to a moderate-income 2-bed/1.5-bath unit operative by January 1, 2028.

- *Verdugo Activity Center – 241 W. Verdugo Avenue*
  End all Activity Center programming effective June 2026 and permit conversion of the current activity center space to a moderate-income 2-bed/1 bath unit operative by January 1, 2028.

The creation of additional affordable housing units will occur over the course of two to three years with the last of the spaces (Elmwood Achievement Center) transitioning to housing in 2029. With approval of the proposed modification agreements, BHC will begin working with their architect on schematic designs and begin the entitlement process.

PHASE II MLA AMENDMENTS AND THE VILLAGE AT FAIRVIEW FINANCING

The Village at Fairview project is estimated to cost $50 million. BHC submitted a financing proposal requesting financial assistance from the City and Housing Authority to finance the development with Low-and Moderate-Income Housing Asset funds (LMIHAF), federal Home Investment Partnerships funds (HOME) and project-based vouchers. In addition, BHC will submit a tax credit application later this year to finance the development.

Proposed New Financial Assistance

To submit their tax credit application, BHC has requested the City Council and Housing Authority Board consider authorizing the City Manager/Executive Director to execute conditional commitment/reservation/award letters for the City/Authority requested funds. If BHC is awarded funds through the tax credit application, staff will return to Council and the Housing Authority Board to execute complete loan documents and subordination agreements for the City funds and Housing Authority funds.

City/Authority Proposed Assistance and Funding Sources	Total
Authority Loan to BHC (LMIHAF)	$5,772,883
City Loan to BHC (HOME)	$2,592,389
Total City/Authority Sources	**$8,365,272**

Project Based Vouchers

BHC's proposal includes a reservation of 20 project-based vouchers (PBVs) in response to a Request for Proposals (RFP) issued by the Housing Authority. Of the 20 PBVs requested, 15 will be utilized for formerly homeless households. To support those households, BHC will provide services via a local service provider. BHC is also requesting a conditional award letter for the PBV allocation.

Conditional Commitment/Reservation/Award Letters

To support The Village at Fairview tax credit application, BHC requests the City and Housing Authority Board authorize the City Manager/Executive Director to execute conditional commitment/reservation/award letters as stated below:

City Council conditional commitment/reservation letters

1) Commitment letter to recast (roll-over) the existing $1,215,384.73 City loans,

contingent upon an award of tax credits and other terms and conditions set forth in the commitment letter (Attachment 14); and

2) Reservation letter to make a new loan of $2,592,389 in federal HOME funds, contingent upon an award of tax credits and other terms and conditions set forth in the commitment letter (Attachment 15).

Housing Authority Board conditional commitment/award letters:

1) Commitment letter to recast (roll-over) the existing $1,664,040 Housing Authority loans and to make a new loan of $5,772,883 from the Low- and Moderate-Income Housing Asset Fund, each contingent upon an award of tax credits and other terms and conditions set forth in the commitment letter (Attachment 14); and

2) Award letter for 20 Project-Based Vouchers, including 15 reserved for formerly homeless households, contingent upon an award of tax credits and other terms and conditions set forth in the award letter (Attachment 17).

Future Consideration of Complete Documents

Upon a tax credit award, staff will return to the City Council and Housing Authority Board to approve complete loan documents for the recast (roll-over) Housing Authority and City loans and related, updated and new loan and subordination documents for the new financial assistance of Low- and Moderate-Income Housing Asset Funds and federal HOME funds. Those documents will include removing the Fairview properties from all MLA-related agreements. The following is a summary of those future actions after a tax credit award:

1. Amendment of the MLA and MLA Promissory Notes
2. Termination of Affordable Housing Agreements relating to the Fairview parcels
3. Reconveyance and release of MLA deeds of trust and regulatory agreements from the Fairview parcels
4. Execution of a new loan agreement(s) and related loan documents regarding the roll-over of the existing City and Housing Authority loans, the new City and Housing Authority loans, and new regulatory agreements reflecting revised affordable unit counts and 55-year affordability requirements

As discussed during the Study Session, the proposed actions for MLA Phase II summarized above, along with the proposed changes to transition the activity center programming off-site, will provide BHC with the financial ability to develop The Village at Fairview project.

ENVIRONMENTAL REVIEW

The modification documents transitioning the activity centers off site, and the conditional commitment/reservation/award letters are not projects subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines § 15060(c)(2), in that document modifications and conditional commitment/reservation/award letters will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines § 15061(b)(3), in that it can be seen with certainty there is no possibility the modification documents and conditional commitment letters will have a significant effect on the environment. When BHC processes entitlement applications for the alternate uses of the activity center spaces, the appropriate environmental review will be conducted at that time. CEQA/NEPA actions associated with The Village at Fairview are complete.

FISCAL IMPACT

Activity Center modification agreements do **not** result in a direct fiscal impact to the City General Fund or to the Burbank Housing Authority. Authorizing the City Manager/Executive Director to execute conditional commitment/reservation/award letters will **not** have a financial impact at this time.

However, if BHC successfully obtains a tax credit award, staff will return with amendments to loan and subordination documents for the City Council and Housing Authority Board Approval, which will reflect the following City and Housing Authority financing for The Village at Fairview:

- Recasting existing Housing Authority and City loans for the current project site
- A new $ $5,772,883 Housing Authority LMIHAF loan
- A new $2,592,389 City HOME loan
- A conditional award of 20 Project-Based Vouchers

The recommended action is the execution of conditional commitment of funds/resources required to assemble a complete financing package for the tax credit application. Final consideration of financing and resources will be presented to the Council and Housing Authority Board at a later date (estimated to be September 2026).

CONCLUSION

Staff recommends Council adopt the Resolutions accepting amendments to the four activity centers and adopt the Resolutions authorizing the City Manager/Executive Director to approve the attached commitment/reservation/award letters with the understanding that should BHC successfully receive a tax credit award, staff will return to

Council and the Housing Authority Board with formalized amendments reflecting the financial commitments.

ATTACHMENTS

Attachment 1 – Resolution Approving a Modification Agreement - 2321 N. Catalina St.
Attachment 2 – Resolution Approving a Modification Agreement - 153 W. Elmwood Ave.
Attachment 3 – Resolution Approving a Modification Agreement - 1819 Grismer Ave.
Attachment 4 – Resolution Approving a Modification Agreement - 241 W. Verdugo Ave.
Attachment 5 – Housing Authority Resolution Approving a Modification Agreement - 2321 N. Catalina St.
Attachment 6 – Housing Authority Resolution Approving a Modification Agreement – 153 W. Elmwood Ave.
Attachment 7 – Housing Authority Resolution Approving a Modification Agreement - 1819 Grismer Ave.
Attachment 8 – Housing Authority Resolution Approving a Modification Agreement – 241 W. Verdugo Ave.
Attachment 9 – Modification Agreement for 2321 N. Catalina St.
Attachment 10 – Modification Agreement for 153 W. Elmwood Ave.
Attachment 11 – Modification Agreement for 1819 Grismer Ave.
Attachment 12 – Modification Agreement for 241 W. Verdugo Ave.
Attachment 13 – Resolution Approving a Commitment Letter to Roll-Over an Existing City Loan
Attachment 14 – Commitment letter to roll-over an existing City Loan of $1,215,384.73; and roll-over an existing Authority Loan of $1,664,040 and to extend a New Authority Loan of $5,772,883
Attachment 15 – Commitment Letter to Conditionally Reserve HOME Funds
Attachment 16 – Housing Authority Resolution Approving a Commitment Letter
Attachment 17 – Voucher Award Letter
Attachment 18 – April 21, 2026 Study Session Staff Report

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 2321 NORTH CATALINA STREET AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION, MAKING A DETERMINATION OF CATEGORICAL EXCLUSION UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 2321 North Catalina Street (the "Activity Center") to use as one moderate income two bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The City has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a).

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 2321 North Catalina Street in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The City Manager or their designee is authorized to execute the Agreement and all documents attached thereto, on behalf of the City. The City Manager and their designees are further authorized to implement the Agreement on behalf of the City and

take all further actions and execute all documents necessary or appropriate to carry out the Agreement. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

By: _____
Joseph H. McDougall,
City Attorney

ATTACHMENT 1 – 2

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the ____ day of _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ATTACHMENT 1 – 3

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 153 W. ELMWOOD AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION, MAKING A DETERMINATION OF CATEGORICAL EXCLUSION UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 153 W. Elmwood Avenue (the "Activity Center") to use as two moderate income one bedroom units.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The City has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a).

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 153 W. Elmwood Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The City Manager or their designee is authorized to execute the Agreement and all documents attached thereto, on behalf of the City. The City Manager and their designees are further authorized to implement the Agreement on behalf of the City and take all further actions and execute all documents necessary or appropriate to carry out the Agreement. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

By: _____
Joseph H. McDougall,
City Attorney

ATTACHMENT 2 – 2

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the ____ day of _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ATTACHMENT 2 – 3

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 1819 GRISMER AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION, MAKING A DETERMINATION OF CATEGORICAL EXCLUSION UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 1819 Grismer Avenue (the "Activity Center") to the property management office which will free up the current property management space (a one bedroom residential unit) for use as a very low income one bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The City has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a).

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 1819 Grismer Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The City Manager or their designee is authorized to execute the Agreement

and all documents attached thereto, on behalf of the City. The City Manager and their designees are further authorized to implement the Agreement on behalf of the City and take all further actions and execute all documents necessary or appropriate to carry out the Agreement. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

By: _____
Joseph H. McDougall,
City Attorney

ATTACHMENT 3 – 2

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the ____ day of _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 241 W. VERDUGO AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION, MAKING A DETERMINATION OF CATEGORICAL EXCLUSION UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 241 W. Verdugo Avenue (the "Activity Center") to use as one moderate income two bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The City has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a).

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 241 W. Verdugo Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The City Manager or their designee is authorized to execute the Agreement and all documents attached thereto, on behalf of the City. The City Manager and their designees are further authorized to implement the Agreement on behalf of the City and

take all further actions and execute all documents necessary or appropriate to carry out the Agreement. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

By: _____
Joseph H. McDougall,
City Attorney

ATTACHMENT 4 – 2

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the ____ day of _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ATTACHMENT 4 – 3

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-_____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 2321 NORTH CATALINA STREET AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 2321 North Catalina Street (the "Activity Center") to use as one moderate income two bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The Authority has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 2321 North Catalina Street in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The Executive Director or their designee is authorized to execute the Agreement, and all documents attached thereto, on behalf of the Authority. The Executive Director or their designee is further authorized to implement the Agreement on behalf of the Authority and take all further actions and execute all documents necessary or appropriate to carry out the intent of the Agreement. The Authority Counsel retains the authority to make minor modifications as long as the financial terms

remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
Tamala Takahashi
Chairperson of the Housing Authority
of the City of Burbank

Attest:

_____
Kimberley Clark, Clerk of the
Housing Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

By: _____
Joseph H. McDougall,
Counsel to the Housing
Authority of the City of Burbank

ATTACHMENT 5 – 2

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Clerk

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-_____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 153 W. ELMWOOD AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 153 W. Elmwood Avenue (the "Activity Center") to use as two moderate income one bedroom units.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The Authority has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 153 W. Elmwood Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

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remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Attest:

_____
Kimberley Clark, Clerk of the
Housing Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

By: _____
Joseph H. McDougall,
Counsel to the Housing
Authority of the City of Burbank

ATTACHMENT 6 – 2

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Clerk

ATTACHMENT 6 – 3

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-_____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 1819 GRISMER AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 1819 Grismer Avenue (the "Activity Center") to the property management office which will free up the current property management space (a one bedroom residential unit) for use as a very low income one bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

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E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 1819 Grismer Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

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on behalf of the Authority and take all further actions and execute all documents necessary or appropriate to carry out the intent of the Agreement. The Authority Counsel retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Attest:

_____
Kimberley Clark, Clerk of the
Housing Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

By: _____
Joseph H. McDougall,
Counsel to the Housing
Authority of the City of Burbank

ATTACHMENT 7 – 2

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Clerk

ATTACHMENT 7 – 3

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-_____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 241 W. VERDUGO AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 241 W. Verdugo Avenue (the "Activity Center") to use as one moderate income two bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The Authority has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 241 W. Verdugo Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The Executive Director or their designee is authorized to execute the Agreement, and all documents attached thereto, on behalf of the Authority. The Executive Director or their designee is further authorized to implement the Agreement on behalf of the Authority and take all further actions and execute all documents necessary or appropriate to carry out the intent of the Agreement. The Authority Counsel retains the authority to make minor modifications as long as the financial terms

remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
Tamala Takahashi
Chairperson of the Housing Authority
of the City of Burbank

Attest:

_____
Kimberley Clark, Clerk of the
Housing Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

By: _____
Joseph H. McDougall,
Counsel to the Housing
Authority of the City of Burbank

ATTACHMENT 8 – 2

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Clerk

ATTACHMENT 8 – 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

275 East Olive Avenue
P.O. Box 6459
Burbank, CA 91510-6459
Attn: Housing Director

No recording or document fee pursuant to Government Code Section 27383 and Revenue and Taxation Code Section 11922

APN: 2464-008-030 (SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT
(Project No. 8A,
Golden State Activity Center (aka Community Resource Center),
2321 N. Catalina Street)

THIS MODIFICATION AGREEMENT (the "Modification Agreement") is entered into as of _____ 2026 (the "Effective Date") among the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority") as successor to the housing assets and duties of the dissolved Redevelopment Agency of the City of Burbank (the "Agency"), the **CITY OF BURBANK**, a municipal corporation and charter city (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit public benefit corporation ("BHC"). The Authority, the City, and BHC are each referred to as a "Party," and collectively are referred to as the "Parties."

RECITALS

A. BHC is the owner of certain property located at 2321-2323 N. Catalina Street, Burbank, California and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). BHC desires to change the use of the activity center space currently located on the Property at 2321 N. Catalina Street (the "Activity Center Space") to one (1) moderate income 2 bedroom/1½ bath residential unit no later than January 1, 2028.

B. BHC and the Agency entered into an Affordable Housing Agreement dated June 17, 2004 (the "AHA"), whereby BHC agreed to rehabilitate the Property, along with 2321 North Fairview Street.

C. In connection with the AHA, BHC and the Agency entered into a Regulatory Agreement dated as of June 17, 2004, and recorded on the Property on June 23, 2004 as Document No. 04-1599871 in the Official Records (the "Regulatory Agreement"). The Regulatory Agreement was amended by Amendment No. 2 to Affordable Housing Agreements

and Related Regulatory Agreements dated as of September 23, 2010 (the "Global Amendment No. 2"), and the related Regulatory Agreement Amendment dated as of September 23, 2010 and recorded on the Property on October 19, 2010 as Document No. 20101493655 in the Official Records (the "Global Regulatory Agreement Amendment"). The Regulatory Agreement and the Global Regulatory Agreement Amendment were amended by that Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Amendment – Catalina – Project No. 8A) dated as of September 22, 2025 and recorded on the Property on December 2, 2025 as Document No.20250862075 in the Official Records (the "Third Regulatory Agreement Amendment").

D. The Agency made a loan to BHC through the AHA. The City, the Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008, which combined the loans made by the City and Agency for the Property and other properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project (the "MLA"). On January 14, 2025, the Authority, the City and BHC entered into the Amended and Restated Master Loan Agreement (Phase 1) which amended and restated in their entirety the Loan Agreement (as amended), promissory note (as amended), deed of trust (as amended), MLA, and other agreements related to Property and twenty-three other properties (the "2025 MLA").

E. The Parties now desire to modify the AHA, the 2025 MLA, the Regulatory Agreement, the Global Amendment No. 2, the Global Regulatory Agreement Amendment, the Third Regulatory Agreement Amendment and any and all documents by or among any of the Parties related to Property in Burbank, California (the "Catalina Documents") attached as Exhibit B to permit the conversion of the Activity Center Space to one (1) moderate income 2 bedroom/1½ bath residential unit.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Defined Terms. All capitalized terms not defined in this Modification Agreement shall have the meanings ascribed to them in the 2025 MLA.

2. Conversion of Use. The Parties agree that BHC can cease the use of the Activity Center Space as an activity center as of June 2026 and thereafter renovate the Activity Center Space as one (1) 2 bedroom/1½ bathroom residential unit to be occupied by and rented at affordable rent (as defined the Regulatory Agreement) by Low or Moderate Income Households (as defined in the Regulatory Agreement) no later than January 1, 2028. BHC is not requesting financial assistance from the City or the Authority for this renovation.

3. Amendment of AHA. Effective as of the Effective Date unless otherwise noted below, the AHA is hereby amended as follows:

(a) Effective as of January 1, 2028, the first paragraph on Section 301 is replaced with the following:

"The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), six (6) of the rehabilitated housing units on the Property to Lower Income Household as defined in Health and Safety Code Section 50079 .5 ("Lower Income Units"), and eight (8) of the rehabilitated housing units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 ("Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 302 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units and the other five Moderate Income Units are two-bedroom units (with at least one of these two-bedroom to include one and one-half baths). Other than complying with the affordability mix required by the first sentence of this paragraph, and the bedroom mix required of the second sentence of this paragraph, nothing in this Agreement shall be construed to require specific units within the Property to be restricted. After a tenant's initial occupancy of an Affordable Units, the tenant's income may increase above the levels prescribed for Very Low Income Households, Lower Income Households, or Persons and Families of Low or Moderate Income, as applicable, provided that if the tenant's income exceeds fifty percent (50%) for a Very Low Income Household, eighty percent (80%) for a Lower Income Household, or one hundred twenty (120%) for a Person or Family of Low or Moderate Income Household, adjusted for family size, the rent charged by Developer may be increased to the maximum rent set forth in Section 302 hereof. The Developer shall comply with the terms set forth below."

4. Amendment of Regulatory Agreement. Effective as of the Effective Date unless otherwise noted below, the Regulatory Agreement is hereby amended as follows:

(a) The words "including the conversion of an existing building into an activity center," are hereby deleted from Recital C.

(b) Effective as of January 1, 2028, the first paragraph on Section 4 is replaced with the following:

"The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), six (6) of the rehabilitated housing units on

the Property to Lower Income Household as defined in Health and Safety Code Section 50079 .5 ("Lower Income Units"), and eight (8) of the rehabilitated housing units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 ("Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units and the other five Moderate Income Units are two-bedroom units (with at least one of these two-bedroom to include one and one-half baths). Other than complying with the affordability mix required by the first sentence of this paragraph, and the bedroom mix required of the second sentence of this paragraph, nothing in this Agreement shall be construed to require specific units within the Property to be restricted. After a tenant's initial occupancy of an Affordable Units, the tenant's income may increase above the levels prescribed for Very Low Income Households, Lower Income Households, or Persons and Families of Low or Moderate Income, as applicable, provided that if the tenant's income exceeds fifty percent (50%) for a Very Low Income Household, eighty percent (80%) for a Lower Income Household, or one hundred twenty (120%) for a Person or Family of Low or Moderate Income Household, adjusted for family size, the rent charged by Developer may be increased to the maximum rent set forth in Section 5 hereof. The Developer shall comply with the terms set forth below."

5. Amendment of 2025 MLA. Effective as of the Effective Date unless otherwise noted below, the 2025 MLA is hereby amended as follows:

(a) The last three sentences of Recital E are hereby deleted.

(b) The words "and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects" are hereby deleted from Recital I.6.

(c) The second sentence of Recital I.8 reading "An activity center serves the neighborhood" is hereby deleted.

(d) The fourth sentence of Recital I.9 reading "An activity center serves the neighborhood" is hereby deleted.

(e) Effective as of January 1, 2028, the text in (d) of the definition of "Operating Expenses in Section 1.2 reading "specific expenses required in the operation of on-site activity centers" is replaced with "INTENTIONALLY DELETED".

(f) The words "activity centers and" are hereby deleted from Section 1.9.

6. Amendment of the Global Amendment No. 2. Effective as of the Effective Date unless otherwise noted below, Global Amendment No. 2 is hereby amended as follows:

(a) The last three sentences in Recital D of Global Amendment No. 2 are hereby deleted.

(b) The second sentence in Recital N is hereby deleted.

(c) The second sentence in Recital O is hereby deleted.

7. References to Activity Center or Activity Center. All references to the activity center or activity center are hereby deleted from the Catalina Documents.

8. Full Force and Effect. Except as set forth in this Modification Agreement, the Catalina Documents remain unmodified and are in full force and effect.

9. Exhibits and Attachments Incorporated**.** All exhibits and attachments referred to in this Modification Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Modification Agreement and any of the terms of any exhibit or attachment to this Modification Agreement, the terms of this Modification Agreement shall control the respective duties and liabilities of the parties hereto.

10. Successors and Assigns. This Modification Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

11. California Law. This Modification Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Counterparts. This Modification Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Authority, City and BHC have executed this Agreement as of the Effective Date.

"AUTHORITY"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Justin Hess, Executive Director

Attest:

_____
Kimberley Clark, City Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Justin Hess, City Manager

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

By: _____

"BORROWER"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its: _____

[***Signatures to be acknowledged by notary]***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Exhibit A

Legal Description of the Property

That certain real property situated in the City of Burbank, County of Los Angeles, State of California, and described as follows:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement") is entered into as of JUNE 17, 2004, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

B. The Developer has entered into an agreement to purchase real property at 2321 North Fairview Street and 2321-2323 Catalina Street in the City of Burbank (the "Property"), located on the land more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein by reference. The Property is improved with a two-story apartment building containing six units at 2321 North Fairview Street and two one-bedroom detached single-family dwellings, a duplex comprised of studio units and an eight-unit apartment building at 2321-2323 Catalina Street.

D. By this Agreement, the Agency desires to provide financial assistance to the Developer in the form of a loan from the Housing Fund in the amount of Three Million One Hundred Forty Three Thousand ($3,143,000) (the "Agency Loan"), to acquire and rehabilitate the Property. In consideration for the Agency Loan, the Developer desires to acquire and rehabilitate the Property, and to maintain the Property as an affordable housing project.

E. The acquisition, rehabilitation and operation of the Property pursuant to this Agreement is in the vital and best interest of the City and the health, safety and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, the parties hereto agree as follows:

100. AGENCY ASSISTANCE

101. Agency Loan. The Agency agrees to loan to the Developer and the Developer hereby agrees to borrow from the Agency the amount of Three Million One Hundred Forty Three Thousand ($3,143,000) (the "Agency Loan"), subject to the terms and conditions set forth in this Agreement, and subject further to the terms and conditions set forth within the documents and instruments executed by the Developer in connection with this transaction, including the "Promissory Note," in substantially the form set forth in Exhibit B, the "Deed of Trust," in substantially the form set forth in Exhibit C, and the "Regulatory Agreement," in substantially the form set forth in Exhibit F. The terms of repayment and interest are set forth in the Promissory Note. The portion of the Agency Loan equal to $2,427,000 plus the amount of funds necessary to pay escrow, title, and other closing costs related to the acquisition of the Property shall be disbursed to or on behalf of the Developer for the acquisition of the Property. The portion of the Agency Loan remaining after

acquisition of the Property shall be disbursed to or on behalf of Developer for the purpose of causing the Rehabilitation of the Property, in compliance with Section 103, subsections (h), (i), and (j), as applicable. The Agency Loan shall be disbursed to or on behalf of the Developer upon the satisfaction of the conditions set forth in Section 103 hereof.

102. Use of Loan Proceeds. If there are any remaining proceeds of the Agency Loan after the completion of the Rehabilitation, such proceeds shall be paid back to the Agency in repayment of a portion of the Agency Loan. The proceeds of the Agency Loan shall not be used for project reserve accounts, monitoring, servicing and origination fees, or for expenditures made or incurred more than one year. The Agency Loan shall be disbursed to or on behalf of the Developer upon the satisfaction of the conditions set forth in Section 103 hereof.

103. Conditions Precedent to Disbursement of Agency Loan. The Agency Loan shall be disbursed to or on behalf of the Developer upon the satisfaction of the following conditions:

a. Execution and Delivery of Documents. Developer shall have executed and delivered into the escrow established for the acquisition of the Property the Promissory Note, the Deed of Trust, the Regulatory Agreement, and any other documents and instruments required to be executed and delivered by Developer (collectively, the "Loan Documents"). The Deed of Trust shall be a first priority lien upon the Property and shall be non-recourse obligations of the Developer.

b. Financing. The Agency shall have determined that the Developer has sufficient funds, in addition to the Agency Loan, if necessary, to finance the acquisition and Rehabilitation of the Property. In the event the Developer and Agency determine after the close of escrow that the Agency Loan are together insufficient to rehabilitate the Property, Developer may submit a proposal to the Agency to amend this Agreement.

c. Property Appraisal. Agency shall have conducted any appraisals of the Property and/or evaluations of market data which it desires, demonstrating to their satisfaction that the purchase price to be paid by the Developer for the Property is not greater than the fair market value of the Property.

d. Insurance. The Developer shall have presented a certificate to the Agency of the insurance policies which are required pursuant to Section 207 hereof.

e. Title Insurance. If desired by the Agency, the requesting party or parties shall have received from a title insurance company approved by the requesting party or parties a policy of lender's title insurance with mechanic's lien coverage, together with such endorsements as the insured party may require, which shall insure the deed of trust of the requesting party or parties as a valid lien upon the Property, in the lien priority required by this Agreement, and subordinate only to those liens and encumbrances reasonably approved by the insured party.

f. Title to Land. The Developer shall, as of the closing and disbursement of the Agency Loan, have good and marketable fee title to the Property, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than the liens for current real property taxes and assessments not yet due and payable, and any other matters approved in writing by the Agency. The Developer hereby covenants and agrees to seek to acquire the Property in a timely manner and in accordance with the Schedule of Performance attached hereto.

g. Recordation. The Deed of Trust and the Regulatory Agreement shall be recorded against the Property concurrently with or prior to the time of the first disbursement of the Agency Loan.

h. Request for Payment. For payment of Rehabilitation costs, Developer shall have submitted a request for payment to the Agency on a form supplied by the Agency, together with invoices from contractors and subcontractors and any other requested information and documents, indicating that the particular item of Rehabilitation work for which payment is being requested is complete.

i. Inspection of Work. For payment of Rehabilitation costs, the Agency shall have inspected the particular item of Rehabilitation work for which payment is being requested and shall have determined that such Rehabilitation work has been completed in accordance with this Agreement and has been completed in a satisfactory manner in accordance with the standards of the construction industry.

j. Completion of Project. For payment of the development management fee to the Developer, the Rehabilitation of the Property shall have been completed in accordance with the requirements of this Agreement.

k. No Default. There shall exist no condition, event or act which would constitute an Event of Default (as hereinafter defined) hereunder or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default.

l. Representations and Warranties. All representations and warranties of Developer herein contained shall be true and correct.

104. Assignment of Agency Loan Prohibited. Except in connection with transfers approved or permitted pursuant to Section 504 hereof, the Note shall not be assignable to or assumable by successors and assigns of Developer. In no event shall the Note be assigned except in connection with the conveyance of the Property to the person or entity which acquires the Property in conformance with Section 504.

105. Condition of the Property. The following requirements shall apply to the Property:

105.1 Indemnification. Developer shall save, protect, pay for, defend, indemnify and hold harmless the Agency, the City of Burbank, and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and remedial and response costs) (the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by the City, Agency or their officers, employees, representatives or agents by reason of, resulting from, in connection with or arising in any manner whatsoever as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials which is caused by Developer, or its agents, employees, representatives, agents, contractors or invitees.

105.2 Duty to Prevent Hazardous Material Contamination. During the Rehabilitation and operation of the Property, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such

precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the Agency, and provide to the Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

105.3 Definitions.

For purposes of this Section 105, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Agency, the Developer or the Property.

For purposes of this Section 105, "Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

200. REHABILITATION OF THE IMPROVEMENTS

201. Rehabilitation of the Property. The Developer agrees to rehabilitate the Property in accordance with the Scope of Work which is attached hereto as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR §882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 hereof. The Developer further agrees to comply with and to cause any contractors and/or subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u, and the implementing regulations, in

connection with the Rehabilitation of the Property. Developer shall submit to the Agency one or more construction contracts with a duly licensed contractor or contractors reasonably acceptable to the Agency providing for the Rehabilitation of the Property in conformance with the terms of this Agreement. Each such contractor or contractors shall have provided to the Agency the certification in appendix B of 24 CFR part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from this project, and the Agency shall be responsible for determining whether each contractor has been debarred. The Agency shall reasonably approve such contract or contracts if the Agency finds that such contractor or contractors have sufficient experience and expertise necessary to perform the Rehabilitation of the Property in a first class manner in accordance with all of the requirements of this Agreement.

202. Scope of Work. The Agency shall not be responsible to the Developer or to third parties in any way for any defects in the Scope of Work, nor for any structural or other defects in any work done according to the approved Scope of Work. The Developer shall hold harmless, indemnify and defend the Agency, the City of Burbank, and their officers, employees, agents and representatives from and against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Scope of Work, including without limitation the violation of any laws, and for defects in any work done according to the approved Scope of Work.

203. Cost of Rehabilitation. The Rehabilitation of the Property shall be paid with the proceeds of the Agency Loan. The Developer shall be responsible for any additional funds necessary to complete the Rehabilitation of the Property; provided, however, that in the event that there are insufficient Agency Loan proceeds available to fund such work, the Agency shall reasonably consider deleting certain work from the Scope of Work, and the Developer shall defer payment of all or a portion of the development management fee, in order to assure that there are sufficient funds for the Rehabilitation.

204. Timing of Rehabilitation. The Developer hereby covenants and agrees to commence the Rehabilitation of the Property within the time set forth in the Schedule of Performance. The Developer further covenants and agrees to diligently prosecute to completion the Rehabilitation of the Property in accordance with the approved Scope of Work and to file a Notice of Completion pursuant to California Civil Code Section 3093 within the time set forth in the Schedule of Performance.

205. City and Other Governmental Permits. Before commencement of the Rehabilitation of the Property, the Developer shall secure or cause its contractor to be secured any and all permits which may be required by the City of Burbank or any other governmental agency affected by such construction, including without limitation building permits. The Developer shall pay all necessary fees and take all actions necessary to obtain such permits; the staff of the Agency will, without obligation to incur liability or expense therefor, use its best efforts to expedite the City's issuance of building permits for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

206. Right of the Agency to Satisfy Other Liens on the Property After Agency Loan Disbursement. After the Developer has had written notice and has failed after a reasonable time to challenge, cure, adequately bond against, or satisfy any liens or encumbrances on the Property which are not otherwise permitted under this Agreement, the Agency shall have the right but no obligation to satisfy any such liens or encumbrances. Notwithstanding the above, the Developer shall have the

right to contest the validity or amounts of any tax, assessment, or encumbrance applicable to the Developer in respect thereto.

207. Insurance and Indemnity. The Developer shall take out and maintain or shall cause its contractor to take out and maintain until the issuance of the Certificate of Completion pursuant to this Agreement, a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy. All policies shall protect the Developer and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. Developer shall also take out and maintain a policy of property damage insurance, with the policy amount in the full replacement value of the Property. The Developer shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Developer and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Prior to the Closing of the Developer's acquisition of the Property, upon any procurement or renewal of an insurance policy, and not less than annually in any case, the Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the Agency and its officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not be contributing with any insurance maintained by the Agency, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the Agency. The required certificate shall be furnished by the Developer at the time set forth therefor in the Schedule of Performance. Developer shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

In addition to the foregoing, the Developer shall defend, indemnify, assume all responsibility for, and hold the Agency and the City of Burbank, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the sole negligence of the Agency or its agents or employees.

208. Entry by the Agency. Developer shall permit the Agency, through their officers, agents or employees, at all reasonable times to enter onto the Property and inspect the Property and work of Rehabilitation to determine that the same is in conformity with the Scope of Work and all the requirements hereof. The Agency intends that the Property will be inspected not less than annually to ensure compliance with the requirements of this Agreement. Developer acknowledges

that neither the Agency nor the City of Burbank are under any obligation to supervise, inspect, or inform Developer of the progress of construction, and Developer shall not rely upon the City or Agency therefor. Any inspection by the City or the Agency is entirely for its purposes in determining whether Developer is in default under this Agreement and/or compliance with City building codes and is not for the purpose of determining or informing Developer of the quality or suitability of construction. Developer shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers.

209. Compliance With Laws. The Developer shall carry out the acquisition, design, Rehabilitation and operation of the Property in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*.

209.1 Taxes and Assessments. From the execution of this Agreement until the end of the Affordability Period (as defined in Section 301 hereof). The Developer may apply for a full or partial exemption from the payment of property taxes and assessments that would be assessed upon the Property's restricted units. The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Developer's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes as provided above.

209.2 Relocation.

a. Survey. Developer shall conduct and submit to the Agency a tenant survey, completed by each tenant household currently residing in the Property and such other information as reasonably required by Agency necessary to evaluate the relocation obligations, if any, required by federal, state and/or local law with respect to the Developer's acquisition and Rehabilitation of the Property.

b. Existing Tenants. As soon as possible after the date of this Agreement, the Agency and the Developer shall cooperate in sending notices to the existing tenants of the Property, if any, notifying such persons of the Developer's duty to complete the Rehabilitation of the Property within the time frame set forth in the Schedule of Performance; notifying the tenants that if they are required to temporarily relocate from their units they will be entitled to payment for out-of-pocket expenses incurred in connection with the temporary relocation, The form of such notice shall be approved by the Agency prior to its delivery to the tenants.

c. Timing of Rehabilitation. In the event that any of the current tenants of the Property vacate their units voluntarily, or are evicted for cause based upon a serious or repeated violation of the terms of their lease or occupancy agreement, the Developer shall commence the Rehabilitation of such unit as soon as possible thereafter, and shall not re-lease such unit until after the completion of the Rehabilitation of such unit.

d. Cost of Relocation. In the event that any displacement of tenants of the Property occurs, the Agency shall provide relocation assistance in accordance with the California relocation law, Government Code Section 7260, *et seq*., and the regulations adopted pursuant thereto

by the United States, State of California and the Agency (collectively, the "Relocation Laws"), and in a manner approved by the Agency to each tenant household required to temporarily or permanently vacate a unit within the Property for purposes of completing the Rehabilitation. In the event of permanent displacement of existing tenants due to the implementation of this Agreement, despite the Developer's efforts to prevent such displacement as provided above, the Agency shall be fully responsible for administering determinations of eligibility and payments pursuant to the Relocation Laws. The Agency shall bear the cost of such relocation.

209.3 Liens and Stop Notices. The Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Property the Developer shall within thirty (30) days of such recording or service or within five (5) days of the demand of Agency, whichever last occurs: pay and discharge the same; or effect the release thereof by recording and delivering to the Agency a surety bond in sufficient form and amount, or otherwise; or provide the Agency with other assurance which the Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

300. OPERATION OF HOUSING

301. Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), six (6) of the rehabilitated housing units on the Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and seven (7) of the rehabilitated Housing Units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Cod Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 302 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units and the other four Moderate Income Units are two-bedroom units. Other than complying with the affordability mix required by the first sentence of this paragraph, and the bedroom mix required of the second sentence of this paragraph, nothing in this Agreement shall be construed to require specific units within the Property to be restricted. After a tenant's initial occupancy of an Affordable Units, the tenant's income may increase above the levels prescribed for Very Low Income Households, Lower Income Households, or Persons and Families of Low or Moderate Income, as applicable, provided that if the tenant's income exceeds fifty percent (50%) for a Very Low Income Household, eighty percent (80%) for a Lower Income Household, or one hundred twenty (120%) for a Person or Family of Low or Moderate Income Household, adjusted for family size, the rent charged by Developer may be increased to the maximum rent set forth in Section 302 hereof. The Developer shall comply with the terms set forth below and in the Regulatory Agreement which is attached hereto as Exhibit F and incorporated herein by reference.

The Developer shall annually submit to the Agency a completed income computation and certification form, in a form to be provided by the Agency. The Developer shall certify that each tenant of the Property meets the income restrictions of this Section 301. The Developer shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. The Developer shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain an alternate form of income verification reasonably requested by the Developer, if none of the above forms of verification is available to the Developer.

The Property shall be subject to the requirements of this Article 300 in perpetuity commencing upon the date of the Developer's acquisition of the Property. For purposes of this Section 301, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

302. Affordable Rent. The maximum Monthly Rent chargeable for the Affordable Units shall be annually determined by the Agency in accordance with the Community Redevelopment Law requirements and the following requirements:

a. The Monthly Rent payable by each tenant of the Very Low Income Unit shall not exceed the lesser of (i) thirty percent (30%) of fifty percent (50%) of Los Angeles County median income, as determined by the State of California, for a household size appropriate to the unit, or (ii) thirty percent (30%) of fifty percent (50%) of Los Angeles County median Income, as determined by the United States Department of Housing and Urban Development ("HUD").

b. The Monthly Rent payable by each tenant of the Lower Income Units shall not exceed the lesser of (a) the fair market value for comparable housing in the area as established by HUD, less the monthly allowance for utilities and services to be paid by each tenant, (b) thirty percent (30%) of sixty percent (60%) of Los Angeles County median income, as determined by the State of California, for a household size appropriate to the unit, or (c) thirty percent (30%) of sixty-five percent (65%) of Los Angeles County median income, as determined by the HUD, for a household size appropriate to the unit. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than sixty percent (60%) of Los Angeles County Median Income, adjusted for family size, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.

c. Monthly Rent payable by each tenant of the Moderate Income Units shall not exceed thirty percent (30%) of one hundred ten percent (110%) of Los Angeles County median income, as determined by HUD, for a household size appropriate to the unit. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than one hundred twenty percent (120%) of Los Angeles County Median Income, adjusted for family size, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

303. Lease Requirements. Prior to rental of any of the Property, the Developer shall submit a standard lease form to the Agency for its approval. The Agency shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Developer shall enter into a written lease, in the form approved by the Agency, with each tenant of the Property. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

304. Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City of Burbank and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

305. Selection of Tenants. The Property shall be leased to tenants selected by the Developer who meet all of the requirements provided herein. The Developer shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system insofar as practical for selection of tenants. The Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

306. Intentionally Reserved.

307. Occupancy Standards. Occupancy of the Affordable Units shall be limited to two persons per bedroom plus one additional person. Notwithstanding the foregoing, however, no residents of the Affordable Units as of the date of this Agreement shall be evicted from their apartment units solely because such residents do not meet the occupancy standards requirements of this Section 307.

308. Maintenance. The Developer shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. If at any time Developer fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable

portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to the Agency, as appropriate, upon demand.

309. Management Plan. The Developer shall submit for the approval of the Agency a "Management Plan" which sets forth in detail the Developer's property management duties, the affirmative marketing procedures in accordance with Section 304 hereof, the tenant selection process in accordance with Section 305 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 303 hereof, the identity of the manager of the Property (the "Property Manager"), and other matters relevant to the management of the Property. The Management Plan shall require the Developer to adhere to a fair lease and grievance procedure and provide a plan for tenant participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the Agency.

If the Agency determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the Agency shall provide notice to the Developer of such deficiencies, and the Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 401 hereof, the Agency shall each have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the Agency, which is not related to or affiliated with the Developer, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

310. Monitoring and Recordkeeping. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and Health and Safety Code Section 33418 and shall annually complete and submit to Agency a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Developer's consent to such an inspection or audit, the Developer understands and agrees that the Agency may obtain at Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

311. Non-Discrimination Covenants. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Developer shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The covenants established in this Section 311 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency and their successors and assigns, and shall remain in effect in perpetuity.

312. Regulatory Agreement. The requirements of this Agreement which are applicable after the disbursement of the Agency Loan are set forth in the "Regulatory Agreement" which is attached hereto as Exhibit F and incorporated herein by reference. The execution and recordation of the Regulatory Agreement is a condition precedent to the disbursement of the Agency Loan, as set forth in Section 103 hereof.

400. DEFAULT AND REMEDIES

401. Events of Default. A failure by any party to perform any action or covenant required by this Agreement, the Regulatory Agreement, the Repayment Note, the Deferred Note, or the deeds of trust securing either Note, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such default within five (5) days if the claimed Default is a failure to pay amounts due pursuant to the Repayment Note or the Deferred Note, or thirty (30) days from receipt of such notice for all other claimed Defaults hereunder. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within thirty (30) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter.

402. Remedies. The occurrence of any Event of Default shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement and/or the Repayment Deferred Note, the Deferred Note, the Repayment Note Deed of Trust, the Deferred Note Deed of Trust or Regulatory Agreement (collectively, the "Loan Documents"), including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under the Loan Documents or to enjoin acts or things which may be unlawful or in violation of the provisions of the Loan Documents, and the right to terminate this Agreement. In addition, the occurrence of any Event of Default by Developer will relieve the Agency of any obligation to perform hereunder, including without limitation to make or continue the Agency Loan, and the right to cause all indebtedness of the Developer to the Agency under this Agreement and the Repayment Note and the Deferred Note, together with any accrued interest thereon, to become immediately due and payable.

403. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions,

freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the acts or failure to act of the Agency shall not excuse performance of the Agency hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Inability to obtain financing for the acquisition or operation of the Property shall not constitute an event beyond the control of the Developer for purposes of this Section 403.

404. Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the Loan Documents, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees.

405. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

406. Waiver of Terms and Conditions. Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

407. Non-Liability of City and Agency Officials and Employees. No member, official, employee or agent of the Agency or the City of Burbank shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

500. GENERAL PROVISIONS

501. Time. Time is of the essence in this Agreement.

502. Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, California 91502
Attention: Judith S. Arandes, Executive Director

Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Assistant Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

503. Representations and Warranties of Developer. Developer hereby represents and warrants to the Agency as follows:

a. Organization. Developer is a duly organized, validly existing nonprofit corporation in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

b. Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, to acquire, Rehabilitate and operate the Property, and to perform and observe the terms and provisions of all of the above.

c. Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Developer enforceable against it in accordance with their respective terms.

d. Pending Proceedings. Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer or the Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Developer, materially affect Developer's ability to repay the Agency Loan or impair the security to be given to the Agency pursuant hereto.

504. Limitation Upon Change in Ownership, Management and Control of the Developer.

a. Prohibition. The identity and qualifications of Developer as a locally based, experienced and successful operator of affordable housing projects, and as a "Community Housing Development Organization" (as defined in the HOME Program regulations), are of particular concern to the Agency. It is because of this identity and these qualifications that the Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement by assignment or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property, without the prior written approval of the Agency pursuant to Subparagraph (c) hereof, except as expressly set forth herein, which approval shall not be unreasonably withheld.

b. Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of an assignment or transfer of this Agreement, the Agency Loan, the Repayment Note, the Deferred Note, Deeds of Trust, the Regulatory Agreement, or conveyance of the Property or any part thereof pursuant to subparagraph (c) of this Section 504, shall not be required in connection with any of the following (the "Permitted Transfers"):

(i) Subject to the restrictions of Sections 301 through 311 of this Agreement and the Regulatory Agreement, the lease of the Affordable Unit within the Property to qualified tenants.

(ii) Assignment for financing purposes, subject to such financing being reasonably considered and approved by the Agency.

In the event of an assignment by Developer not requiring the prior approval of the Agency, Developer nevertheless agrees that at least ten (10) days prior to such assignment or transfer it shall give written notice to Agency of such assignment or transfer.

c. Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 504, provided (a) the Developer delivers written notice to the Agency requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of the Developer under this Agreement in a form which is reasonably acceptable to the Agency, and (d) the assignee or transferee is a Community Housing Development Organization. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 504(c) and other criteria as reasonably determined by the Agency. The Agency shall approve or disapprove the request within thirty (30) days of its receipt of the Developer's notice and all information and materials required herein. In no event, however, shall the Agency be obligated to approve the assignment or transfer of the Agency Loan, Repayment Note, Deferred Note, or Deeds of Trust pursuant to this Section 504, except to an approved transferee or assignee of the Developer's rights in and to the Property.

d. Successors and Assigns. This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

505. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the Agency and Developer and their permitted successors and assigns, and no other person or persons shall have any right of action hereon.

506. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

507. Governing Law. This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State

of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

508. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer and Agency.

509. Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the Agency, such approval may be given on behalf of the Agency by the Agency Executive Director or his or her designee. The Agency Executive Director or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement on behalf of the Agency, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, revisions to the Schedule of Performance, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the Agency hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Its: President

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Margarita Campos, Agency Secretary

Approved as to Form:
Dennis A. Barlow, City Attorney/Agency Counsel

By: _____
Michael J. Garcia, Sr. Asst. City Attorney

EXHIBIT A

LEGAL DESCRIPTION

That real property located 2321 North Fairview, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located 2321-2323 North Catalina Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 100 AND 101 IN TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

EXHIBIT B

PROMISSORY NOTE

$3,143,000 _____, 2004

Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Developer"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of Three Million One Hundred Forty Three Thousand Dollars ($3,143,000) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency and the Developer, dated as of _____, 2004 (the "Agreement"). The rights and obligations of the Developer and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over the period commencing on the date of this Note and ending on April 1, 2061.

3. **Repayment of Note Amount. Repayment of Note Amount.** The Note Amount shall be paid by the Developer's annual payment to the Agency of an amount equal to fifty percent (50%) of the Residual Receipts (as defined below) from operation of the Property (as defined in the Agreement), as determined by a residual receipts calculation from the operation of the Property the preceding calendar year. Annual residual receipts payments shall be made by the Developer by cashier's check and shall be delivered on or before April 1 of each year during the term of this Note, commencing on April 1, 2006, until the Note Amount has been repaid in full. Any remaining portion of the Note Amount shall be due and payable on April 1, 2061. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

As used in this Note "Income" shall mean all gross income and all revenues of any kind from the Property in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

As used herein, "Residual Receipts" shall mean Income less the sum of the Operating Expenses (as defined below) for each calendar year.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee not greater than five percent (5%) of gross rents from the Property or $35 per unit per month; (b) payments to a capital replacement reserve account in an amount not greater than $300 per apartment unit per year; (c) payments to an operating

reserve capitalized at two percent of gross rents from the Property; (d) painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (e) payment of the operating expenses for the activity center on the Property in an amount not greater than $51,700 per year; and (f) other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Developer. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

The Residual Receipts shall be reported to the Agency annually in the form of the residual receipts report which is attached hereto as Exhibit B and incorporated herein, and at the request of the Agency the Developer shall also submit to the Agency annual financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to Section 504 of the Agreement); or

b. in the event of a default by the Developer under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. This Note and the Deed of Trust shall not be subordinated to any other debt without the express written consent of the Agency in its sole and absolute discretion.

5. Waivers

a. Developer expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Developer.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Developer under this Note, either in whole or in part.

c. The obligations of Developer under this Note shall be absolute and Developer waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Developer agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Developer and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Developer.

10. Developer Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Developer assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

EXHIBIT C

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: Agency Secretary)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** (this "Deed of Trust"), is made as of _____, 2004, by **BURBANK HOUSING CORPORATION**, a California nonprofit corporation ("Trustor"), whose address is 241 West Verdugo Avenue, Burbank, California 91502, to _____ (and in such capacity herein called the "Trustee"), for the benefit of the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (and in such capacity herein called the "Beneficiary"), having an office located at 275 East Olive Avenue, Burbank, California 91510-6459.

WITNESSETH: that Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Los Angeles, State of California, described as:

See attached Exhibit A, incorporated herein

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of indebtedness in the principal amount of Three Million One Hundred Forty Three Thousand Dollars ($3,143,000), according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878 874		Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Exhibit C-2

EXHIBIT "A"

LEGAL DESCRIPTION

That real property located 2321 North Fairview, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located 2321-2323 North Catalina Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 100 AND 101 IN TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT D

SCHEDULE OF PERFORMANCE

1. Close of Escrow	Upon satisfaction of Conditions Precedent to Disbursement of the Agency Loan, but not later than June 30, 2004.
2. Developer's commencement of the Rehabilitation.	Within 90 days of the Developer's acquisition of the Property, but not later than September 1, 2004.
3. Developer's completion of the Rehabilitation.	Within 4 months after the commencement of the Rehabilitation, but not later than May 1, 2005.
4. Issuance of Certificate of Completion	Within 45 days of completion of Rehabilitation, but not later than June 30, 2005.

EXHIBIT E

SCOPE OF DEVELOPMENT

The Scope of Development will consist of rehabilitation of the buildings and grounds located at 2321 North Fairview Street and 2321-2323 Catalina Street in the city of Burbank. The rehabilitation work will at a minimum bring the Property into conformance with all uniform codes and municipal standards designed to protect the public welfare and safety. Prior to commencement of work, an assessment will be completed to determine the condition of the building. The housing unit will be rehabilitated based upon the findings of the assessment survey. The rehabilitation work on an as-needed basis would include repairs and/or replacement in the following areas:

Apartment Interiors:	Bathrooms, kitchens, bedrooms, living rooms and halls
Building Exteriors:	Walls, roofs, door and windows
Common Areas:	Landscape and hardscape areas, parking and garage/carport areas

In addition, the Rehabilitation will consist of the demolition of the duplex comprised of two studio units and a small one-bedroom single-family dwelling at the rear of the site at 2321-2323 North Catalina Street. The remaining building on 2321-2323 North Catalina Street will be converted into an activity center by adding square footage and reconfiguring the internal layout, all with compliance with City Codes.

AMENDED AND RESTATED MASTER LOAN AGREEMENT
(Phase 1)

THIS AMENDED AND RESTATED MASTER LOAN AGREEMENT (the "Agreement") is entered into this 14th day of January, 2025 (the "Effective Date", among the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority"), the **CITY OF BURBANK**, a municipal corporation and charter city, and **BURBANK HOUSING CORPORATION,** a California nonprofit public benefit corporation (the "Borrower" and/or "BHC"). This Agreement amends and restates in their entirety the Loan Agreements, Promissory Notes, and Deed of Trust, and other agreements related to the projects and properties listed in Recital I below. This Agreement is Phase 1 of a series of anticipated amendments to the Master Loan Agreement approved by the City and Agency on March 21, 2006 and signed by the parties on January 2, 2007, and as amended on November 20, 2008 (the "Master Loan Agreement"), and is intended to modify the loan; future phases may modify project related capital and reserve fund accounts and set forth a process to remove projects from the Master Loan Agreement for redevelopment.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank established a nonprofit corporation, the Burbank Housing Corporation, ("BHC") to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, et seq, ("HOME"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (hereafter "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Housing Authority of the City of Burbank ("Authority") accepted the Redevelopment Agency of the City of Burbank ("Agency") housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income tenants/owners. Based on the successful

Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered the Master Loan Agreement which modified agreements and combined all properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project, The Master Loan Agreement combined Agency (now Authority) funds ("Authority Loan") and City HOME and CDBG funds ("City Loan"). The Master Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The Authority Loan and City Loan together are referred to as the "Loan".

G. The required affordability under the HOME program is 15 years for rehabilitation projects and 20 years for new construction projects; there is no required affordability period under the CDBG program. The City promissory note before this modification required compliance with the HOME or CDBG regulations for the term of the note, which exceeded the minimum HOME and CDBG requirements. BHC and the City desire to reduce the maturity date for each portion of the City Loan to reflect the original maturity date for each portion of the Loan (which matched or exceeded the HOME and/or CDBG requirements, as applicable), while increasing the term of the affordability requirements on projects assisted by the City Loan . The result of this modification will eliminate ties with the federal government for the HOME and CDBG funds sooner, while extending the term of the affordability restrictions on the projects assisted with HOME and/or CDBG funds. Each portion of the City Loan is or will immediately be forgivable as of the initial term of each loan except for loans associated with certain properties identified in this Agreement. However, BHC and the City also desire to extend the affordability period for each project assisted by the City Loan despite any partial or full forgiveness of the City Loan as further provided in this Agreement.

H. Now the parties desire to further modify, restate, and replace in its entirety the Master Loan Agreement by entering into this Amended and Restated Master Loan Agreement to modify and restate the terms of the Loan to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan as set forth in more detail on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2) except for the loans related to specified properties as noted in Section 1.1 and on Exhibit A-2; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the loans related to specified properties as noted in Section 1.1 and on Exhibit A-1; 3) define "affordability covenant period" to be 55 years and three months for the Loan commencing January1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not

limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

I. The projects and properties subject to this Amended and Restated Master Loan Agreement are the following, as well as any future projects which specifically incorporate the Amended and Restated Master Loan Agreement in any City/Authority loan documents regarding those future projects:

1. On October 26, 1999, BHC entered into an affordable housing agreement with the City and Agency to assist in the rehabilitation of 2331-2333 North Fairview Street, then improved as a single-family home and a three-unit apartment building. The City provided an interest free loan of HOME funds and the Agency provided a loan (hereafter referred to as "Project No. 1").

2. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and manage a then duplex and two-unit apartment building located at 3000-3006 Thornton Avenue (hereafter referred to as "Project No.2"), with financial assistance by the Agency and City HOME funds.

3. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and manage real property located at 199 West Elmwood Avenue which was then improved with a six-unit apartment building. The transaction also consolidated the prior purchase agreement obligations entered into on November 30, 1999 (the Elmwood model), concerning the acquisition of 153, 158-159,164-165, 170-171, 188, 194 Elmwood. BHC provided a consolidated Promissory Note to the Agency, in exchange for Agency funds. This Elmwood project is collectively referred to as "Project No.3".

4. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and management of 1721 Elliot Drive, then improved with an eight-unit apartment building. Under the terms of the affordable housing agreement, the City agreed to loan BHC funds, a portion from CDBG, and a portion from HOME funds. The Agency also lent BHC funds for this project. The Elliot project is hereafter referred to as "Project No. 4".

5. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue, which was then improved with a single family dwelling. The Agency provided a loan to BHC. The 3030 Thornton Avenue project is hereafter referred to as "Project No. 5".

6. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement whereby BHC agreed to rehabilitate and then lease the property at 1801-1815 Grismer Avenue, 1819 Grismer Avenue and 1729-1735 Elliott Drive. As part of the DDA, the Agency provided BHC a loan for the rehabilitation of existing structures and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects. The aforementioned project is hereafter referred to as "Project No. 6".

7. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven units at 2325 and 2335 Fairview Street. The City provided a loan to BHC from HOME funds (hereafter "Project No. 7").

8. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement whereby Agency provided a loan to fund the acquisition, rehabilitation and management of the property located at 2321 North Fairview Street and 2321-2323 North Catalina Street and related relocation costs for displaced households. An activity center serves the neighborhood. This Project involves multiple unrelated properties. Though this amendment, this Project is being divided into two separate projects: 1) 2321- 2323 N. Catalina ("Project No. 8A") and 2) 2321 N. Fairview Street ("Project No. 8B"). The loan amounts and promissory notes are also being divided as follows: 1) 65%; to Project No. 8A; and 2) 35% to Project No. 8B.

9. On May 4, 2004, the Agency and BHC restructured and consolidated affordable housing agreements in the Lake-Verdugo Focus Neighborhood, as to 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. The City (HOME and CDBG) and the Agency had provided funding under the initial agreements. The restructured debt included additional Agency funds lent to BHC to pay off certain private financing. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

10. On July 19, 2005, BHC entered into an affordable housing agreement with the Agency whereby the Agency lent BHC funds to assist in the acquisition of the property located at 1902 Keeler Street. The Keeler project is hereafter referred to as "Project No. 10." As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted.

11. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC for the property located at 313 and 427 West Valencia Avenue ("Project No. 11").

12. On April 4, 2006 , the City (HOME funds) and Agency lent BHC funds for the purchase and rehabilitation ten rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue ("Project No. 12").

13. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide for eight affordable rental units using City HOME funds and Agency funds ("Project No. 13").

14. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six rental units at 2219 and 2329 North Niagara Street. Agency funds were lent to allow for BHC to purchase and rehabilitate the property ("Project No. 14").

15. On November 25, 2008, and amended on Oct. 9, 2009, BHC recorded a regulatory agreement, whereby BHC agreed to acquire and rehabilitate four (4) rental units to low and very low income households. Agency funds and City HOME funds were lent to BHC for this property located at 2406 North Naomi Street ("Project No. 15").

16. On January 15, 2009, BHC recorded a regulatory agreement agreeing to maintain 34 affordable units at 275 W. Verdugo. Agency funds were lent to BHC for this Property ("Project No. 16").

17. On October 13, 2009, BHC recorded a regulatory agreement agreeing to maintain four affordable units at 2615 Thorton Avenue, Agency and City (HOME) lent BHC funds to acquire and rehab the property ("Project No. 17").

18. On August 27, 2010, BHC recorded a regulatory agreement agreeing to maintain four affordable units at 225 W. Linden Avenue. Agency and City (HOME) lent BHC funds for this property ("Project Property No. 18").

19. On December 17, 2010, BHC recorded a regulatory agreement agreeing to maintain seven affordable units at 2234 N. Catalina Street. Agency and City (HOME) lent BHC funds for this property ("Project No. 19").

20. On May 25, 2011, BHC recorded a regulatory agreement agreeing to maintain 20 affordable units at 2223-2235 N. Catalina Street. Agency and City lent BHC funds for this property ("Project No. 20").

21. On November 1, 2012, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 2300 Niagara Street . City lent HOME funds for this property ("Project No 21").

22. On August 22, 2013, BHC recorded a regulatory agreement agreeing to maintain eleven affordable units at 1101 W, Verdugo Avenue and 1108 W. Angeleno Avenue. City (along with multiple other funding sources, MHP and federal fund) lent BHC HOME funds for this property ("Project No. 22").

23. On July 11, 2017, Authority, City and BHC entered into an Affordable Housing Agreement whereby BHC agreed to rehabilitate 10 rental units at 153, 159 and 199 Elmwood Avenue. City HOME funds were lent to allow for BHC to rehabilitate 10 units in the existing three buildings on the properties ("Project No. 23").

24. On March 6, 2018, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 1932 N. Ontario. Authority and City (HOME) lent BHC funds for this property ("Project No. 24").

25. On November 15, 2018, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 2300 N. Fairview. City (HOME) and Authority lent BHC funds for this property ("Project No. 25").

J. It is intended by the parties to amend and/or restate the applicable Affordable Housing Agreements, Promissory Notes, Deed of Trust, Regulatory Agreements, and Ground Leases, as necessary, as to the changes set forth herein, for all projects mentioned in Recital I above, to be made consistent with this Amended and Restated Master Loan Agreement ("Related Agreements").

NOW, THEREFORE, Authority, City and **BHC** (or the Borrower) hereby agree as follows:

1. Loans for individual properties. The Promissory Notes in favor of the Authority or Agency, and those in favor of the City, applicable to the Project Nos. 1-9 and 11- 25 shall be amended and restated to conform to this Agreement, with Exhibit A-1 as the form promissory note for Authority Loan and Exhibit A-2 as the form promissory note for City (HOME and CDBG) Loan ("Notes"). Exhibits A-1 and A-2 are incorporated herein by reference. However, it is not intended to amend any portion of the Promissory Notes relating to the Development Fee. Provisions relating to the Development Fee shall begin with Project No. 15 only, and then apply to all future projects that specifically provide for it. Notwithstanding the foregoing, this Agreement amends and restates each separate loan agreement, where such existed, or other applicable document, and related Agreement, such as Affordable Housing Agreements and to the extent that this Agreement is inconsistent with any prior agreement affecting the aforementioned Projects, this Agreement shall prevail. The Notes and Deed of Trust continue to provide that a default on any one Note can result in a default on all of the projects subject to the Agreement now and from time to time any future project in which the Authority/City documents state that that project shall conform to this Agreement , which can result in the Authority or City exercising foreclosure rights on all of the projects. Accounting shall be maintained for each individual project in compliance with this Agreement.

1.1 Repayment of Amended Loan; Interest The Borrower's obligation to repay the Amended and Restated Master Loan shall be set forth in the Authority Note and City Note. The payments on the Authority Note shall be due annually commencing April 1, 2026 for the period of January 1, 2025 - December 31, 2025. No payment shall be due for the period from December 31, 2024 to April 1, 2025. The term of the Authority Loan and Authority Note shall be for fifty-five (55) years and three (3) months commencing January 1, 2025. As long as there is no breach of the affordability terms during the Affordability Period, payments on the Authority Loan and Authority Note shall be forgiven after every 12 months on April 1 of each year for the immediately preceding calendar year by the amount $1/55^{th}$ of the initial balance (as to the total balance and for the amount of such loan for each project which received Authority Loan funds as shown on Schedule 1 to the Authority Amended and Restated Promissory Note (attached hereto as Exhibit A-1); and completely, for the Authority Note, upon the expiration of the Affordability Period (April 1, 2080); provided however, that the portions of the Authority Loan and Authority Note attributable to Project No. 1, Project No. 7, and Project No. 8B (2331-2333 North Fairview, 2325-2335 North Fairview, and 2321 North Fairview properties (the "Fairview Properties")) shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, April 1, 2080, shall not bear interest, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. The term for each portion of the City Loan and City Note is as set forth in on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2). As long as there is no breach of the affordability terms during the Affordability Period,

no payments shall be due on the City Loan or City Note, and each portion of the City Loan is hereby forgiven or will be forgiven as of the initial term of the original note evidencing the applicable portion of the City Loan as set forth on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2); provided however, that the portions of the City Loan and City Note attributable to the Fairview Properties shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, shall not bear interest, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. Upon a breach of the affordability terms during the Affordability Period, then any remaining principal balance of the Notes shall be due immediately. Borrower shall no longer make an annual payment or any Loan payment unless payments are accelerated in accordance with the Notes. No interest shall be incurred or owed on the Loan or under the Notes or any other document evidencing the Loan effective as of December 31, 2024, and all Note balances shall be reset as of that date. This modified repayment schedule eliminates any payment from residual receipts, and references to residual receipts in any documents involving the projects subject to this Agreement are hereby deleted.

If the Fairview Properties have not been released from the terms of this Agreement and Deed of Trust by the date five (5) years after the Effective Date, or earlier if requested by BHC, the terms of the Loan associated with those properties will revert to the terms for the other properties covered by this Agreement for the Authority Loan and City Loan respectively. In that case, the notes for the Fairview Properties will be modified to reflect those terms.

1.2 Definitions. As used in this Master Loan Agreement the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a nonprofit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and consistent to the mission statement and goals of Borrower in accordance with Articles of Incorporation and By-laws.

"Developer Fee" shall mean a compensation to Borrower as a developer fee as set forth in the Affordable Housing Agreements, for the time and risk involved to develop the specific project. The Developer Fee can only be used to further Borrower's mission and goals, and for no other purposes. The Developer Fee shall be kept in a separate account by Borrower which shall be capped at $600,000. During the Annual Budget process, Borrower shall provide a proposed budget as to the anticipated expenditure of these funds. Developer Fees further shall be paid as specified in the individual project Affordable Housing Agreement, or set forth in this Agreement.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer

charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account in accordance with a capital reserve study, which shall be updated from time to time to the extent payable from cash flow from the Projects; and (b) payments to an operating reserve which shall be equal to six months of then operating expenses. The exact amounts to be deposited annually into the capital replacement reserve account has been initially determined by the Authority's Assistant Executive Director in accordance with the Borrower submitted capital reserve study in a form reasonably acceptable to the Authority's Assistant Executive Director. The capital reserve study shall be updated periodically at the request of the Authority's Assistant Executive Director, and in which case, the amount of capital replacement reserve account shall reflect the updated capital reserve study. Two accounts shall be maintained at all times, each account though can be combined with other Projects' reserve accounts for capital replacement and other Projects' operating reserve accounts. The operating reserve account shall be built up and maintained at an amount equal to six months then operating expenses. It is intended that this operating reserve account shall be capped at the then six month operating expense amount. The capital replacement reserve account and the operating reserve account may then be used on any of the Projects as necessary.

1.3 Annual Budget Process Required. Not later than. November 1 of each year, Borrower shall begin conferring with Authority's Assistant Executive Director and shall present a proposed budget for the following calendar year. During this budget process, the parties shall meet, and the Authority's Assistant Executive Director shall determine at that time, reserve amounts, the anticipated use of the Developer Fee, as well as the reasonableness of the other estimated expenses and income. With respect to consideration of Approved General Administrative Costs, the Authority's Assistant Executive Director shall determine that the planning and administrative expenses are necessary for the production, improvement, or preservation of low-and moderate-income housing. Before December 31, the Authority's Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs. No later than April 1, Borrower shall obtain annual audited financial statements with respect to Borrower's operations that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. One statement can be provided for all Projects as long as each Project is clearly delineated, or separate statements can be provided for each Project. Further, the Authority may audit Borrower at any time, by providing reasonable notice. The audit shall be at Authority's expense.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust securing the Notes (other than transfers specifically approved by the City and/or Authority); or

b. in the event of a default by the Borrower under this Agreement, the Affordable Housing Agreements related to any of the Projects as amended, any Regulatory Agreement recorded against any property subject to the Deed of Trust securing the Notes, the Deed of Trust securing the Notes, or the Notes, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

1.4 Security for Agency and City Loan. The Notes for Project Nos. 1-9 and 11-25 have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Agency in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any one of the specific Notes. Once recorded, the Instrument Number of the Amended and Restated Deed of Trust shall be noted here: 20250809610.

1.5 Amendments to Affordable Housing Agreements. As part of this Agreement, the Affordable Housing Agreement for each Project subject to the Loan, if any, shall be modified as provided in this Agreement.

1.6 Affordability Period set forth in Regulatory Agreements. As part of this Agreement, the Regulatory Agreement for each property subject to the Loan shall be modified to provide for a set term of 55 years and three months for the Affordability Period, commencing with January1, 2025, and expiring April 1, 2080. The form of the Third Amendment to Regulatory Agreement shall be in the form set forth as Exhibit C-1 for all Projects other than Project No. 8A and Project No. 8B, the Third Amendment to Regulatory Agreement for Project No. 8A shall be in the form set forth as Exhibit C-2, and the Third Amendment to Regulatory Agreement for Project No. 8B shall be shall be in the form set forth as Exhibit C-3, attached hereto and incorporated herein by this reference.

1.7 Subordination. The Deed of Trust shall not be subordinate to any other deeds of trust, unless expressly approved by the Authority and/or City, which approval or denial may be made in its sole and absolute discretion. In the event this provision is in conflict with any other provision in a Related Agreement, this provision shall prevail. Approval by Authority is required as to subordination related to Authority Note; similarly, approval by City is required as to subordination related to City Note.

1.8 Assignment. The Promissory Notes shall not be assigned by Borrower without the prior written consent of the Authority and/or City.

1.9 Amendments to Articles and By-laws; City Representatives on Board. As further consideration for the Authority Loan and the City Loan, BHC agrees to maintain its Articles of Incorporation and By-laws to reflect that its mission is expanded to provide community services in the City of Burbank and general administrative activities associated with the development, improvement, and preservation of low- and moderate-income housing in the City of Burbank, including but not limited to activity centers and child care, and that its powers and purpose be limited to the geographic boundaries of the City of Burbank. The amended provisions required by this section shall not be changed without Authority and City prior approval. The required provisions shall be reflected in the Articles and By-laws. Whether or not the provisions are incorporated into the articles and by-laws, any violation of this section will further be deemed to be a default of the Amended and Restated Master Loan Agreement, causing acceleration of the Loan herein. Two representatives from the City or Authority shall be on the BHC Board of Directors as appointed by the City or Authority. The two members shall have full Board membership rights including but not limited to voting rights.

1.10 Modification of Ground Leases to Conform to New Term of Affordability Covenants, and Deletion of Residual Receipts Payments. In 2006, BHC and the Agency entered into several fifty-five (55) year leases with a promissory note and payments including interest and residual receipts as repayment. The financial terms of the leases at 1) 427 West Valencia and 313 West Valencia, and 2) 1729-1735 Elliot Dr., 1801-1818 and 1819 Grismer; are modified to eliminate interest past and future, to eliminate any payment from residual receipts, to forgive payments when not in default, and to extend the terms of the leases for 55 years to correspond to the new Affordability Period. The forms of the modifications of the leases are attached as Exhibits D-1 and D-2.

2. Minimum Requirements.

2.1 Operation of Development in Compliance with Affordable Housing Agreements. To the extent not already completed, the Borrower shall rehabilitate (where applicable), operate and maintain each Project in compliance with the requirements of each respective Regulatory Agreement, as amended.

2.2 Maintenance. The Borrower shall maintain each Project in good condition, free of debris, waste and graffiti, in a clean and presentable manner, and in compliance with the Regulatory Agreement associated with each Project, this Agreement and all applicable provisions of the Burbank Municipal Code and other laws Each Project shall be maintained in accordance with this Section 2.2 until the termination of the Affordability Period specified in this Agreement. If a Project is not so maintained, and such condition is not corrected within a reasonable period after written notice thereof from the Authority, then the Authority may perform the necessary maintenance, and Borrower shall pay such costs as are reasonably incurred for such maintenance.

2.3 Indemnity and Insurance. Borrower shall furnish the City and Authority with proper evidence of the insurance which is required pursuant to the Regulatory Agreements and this Agreement. At a minimum the following standards shall apply: The Borrower shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars

($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Borrower shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Borrower or its contractors, subcontractors, agents or employees with respect to the Property. Borrower shall also require all property managers to maintain comparable insurance, and to also maintain fidelity (employee dishonesty) insurance in a commercially reasonable amount. All policies shall protect the Borrower, City and Authority from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Authority. Such policy or policies shall be written on an occurrence form. The Borrower shall also furnish or cause to be furnished to the Authority Assistant Executive Director evidence satisfactory to the City Attorney that Borrower and any contractor with whom it has contracted for the performance of work on any Project or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Borrower shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Authority setting forth the general provisions of the insurance coverage each year. This countersigned certificate shall name the City and the Authority and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Authority of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Borrower shall be primary insurance and not be contributing with any insurance maintained by the Authority or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Authority. The required certificate shall be updated annually, and the City and Authority reserve the right to increase these amounts no more than once every five years in a commercially reasonable amount determined by the City's Risk Manager. Borrower shall also take out and maintain until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

In the event Borrower is unable to obtain any of the insurance coverages required herein, the Authority or City may find BHC in default of this Agreement; provided, however, the Borrower may request the Authority's Executive Director to pay for the insurance or to waive said insurance coverage requirements and place the Property and Rehabilitation on the Authority's insurance policy(ies). The Authority's Executive Director may approve or deny Borrower's waiver request in its sole and absolute discretion. Concurrently with Borrower's waiver request, the Borrower shall provide written correspondence from at least three (3) insurance underwriters evidencing Borrower's inability to obtain insurance coverage, regardless of cost. Any cost to the Authority caused by a purchase of insurance or a waiver of insurance coverage, including increased premium, may be added to the amount of the collective Notes under this Amended and Restated Master Loan Agreement, and shall be repaid pursuant to the terms thereof, or Authority may pursue a separate action (such as acceleration of the Notes, nonjudicial foreclosure, or litigation) for repayment of the insurance policy cost, Such action is not limited to the real property.

In addition to the foregoing, the Borrower shall defend, indemnify, assume all responsibility for, and hold the former Agency, the Authority and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorney's fees and costs), which may be caused by any acts or omissions of the Borrower under this Agreement, whether such activities or performance thereof be by the Borrower or by anyone directly or indirectly employed or contracted with by the Borrower and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Borrower shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the City, the Agency, the Authority or their respective agents or employees.

2.4 [Intentionally reserved.]

2.5 Compliance With Laws. The Borrower shall develop, maintain and operate the Property in conformity with all applicable laws, including all applicable state labor standards, the zoning and development standards of the City of Burbank, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, all applicable environmental laws, all state and federal fair housing laws, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.,* Government Code Section 4450, *et seq.,* Government Code Section 11135, *et seq.,* and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. HUD regulations as required for HOME funds shall be complied with whenever HOME funds have been used in a Project.

2.6 Nondiscrimination. Borrower for itself and its successors and assigns, agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, rental, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, leases, sublessees, subtenants, contractors or vendees in the Property. Borrower shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations, as amended.

2.7 Condition of the Property.

a. Borrower Precautions. Borrower shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which may be located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Borrower shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

b. Environmental Indemnity. Borrower shall indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Property, use

on the Property, generation on the Property, discharge from the Property, storage on the Property, disposal on or from the Property, or transportation to or from the Property, of any Hazardous Materials during the term of this Agreement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment; provided, however, under no circumstances shall these indemnity obligations of Borrower include any obligation for payment of punitive damages assessed against former Agency, Authority or City or their officers, employees, agents or representatives.

c. Definitions. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, Los Angeles County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

2.8 Liens and Stop Notices. Borrower shall use its best efforts to prevent any lien or stop notice from being placed on the Property or any part thereof, except as to those liens which are approved encumbrances under this Agreement or the Regulatory Agreement. If a claim of a lien or stop notice is given or recorded affecting the Property, the Borrower shall within thirty (30) days of such recording or service:

a. pay and discharge the same; or

b. effect the release thereof by recording and delivering to Authority a surety bond in sufficient form and amount, or otherwise; or

c. provide Authority and City, if applicable, with indemnification from a title insurance company reasonably acceptable to the Authority against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Authority from the effect of such lien or bonded stop notice.

2.9 Taxes and Assessments. Borrower shall pay prior to delinquency all ad valorem real estate taxes and assessments on the properties subject to this Agreement, subject to Borrower's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes.

3. Borrower's Representations and Warranties. Borrower represents and warrants to Agency as follows:

3.1 Legal Authority. Borrower has full right, power and lawful authority to undertake all obligations as provided herein, and the execution, performance and delivery of this Agreement by Borrower has been fully authorized by all requisite actions on the part of the Borrower. The parties who have executed this Agreement on behalf of Borrower are authorized to bind Borrower by their signatures hereto.

3.2 Litigation. To the best of Borrower's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Borrower or any parties affiliated with Borrower, at law or in equity before any court or governmental agency, domestic or foreign, which if adversely determined, would materially impair the right or ability of Borrower to execute or perform its obligations under this Agreement or any documents required hereby to be executed by Borrower, or which would materially adversely affect the financial condition of Borrower or any parties affiliated with Borrower.

3.3 No Conflict. To the best of Borrower's knowledge, Borrower's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Borrower or any parties affiliated with Borrower is a party or by which it is bound.

3.4 No Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings have been filed or are pending or threatened against the Borrower or any parties affiliated with Borrower, nor are any of such proceedings contemplated by Borrower or any parties affiliated with Borrower.

3.5 [Intentionally deleted.]

4. Remedies for Default. A failure by any party to perform any action or covenant required by this Agreement, the Affordable Housing Agreements, the Regulatory Agreements, the Promissory Notes, the Deed of Trust, or any loan or deed of trust for the acquisition, rehabilitation, or operation of the Projects subject to this Agreement, which is senior to the Agency Loan, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other

party shall not be in Default if such party cures such default within sixty (60) days of the claimed Default is a failure to pay amounts due pursuant to the Promissory Notes, or one hundred twenty (120) days from receipt of such notice for all other claimed Defaults hereunder, unless a longer cure period is provided in the Regulatory Agreements, Promissory Notes, Deed of Trust or other applicable Related Agreement. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within one hundred twenty (120) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Borrower is in default on any loan or deed of trust senior to the Loan, the Borrower shall immediately deliver to the Authority a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the Authority shall have the right (but not be obligated to) cure such default. In such event, the Authority shall be entitled to reimbursement from the Borrower of all costs and expenses actually incurred by the Authority in curing such default. The Authority shall be entitled to add such amount to the amounts owing pursuant to the Promissory Notes, and secured by the Deed of Trust, or in the alternative, Authority may pursue a separate action (such as acceleration of the Notes or specific Note in issue, nonjudicial foreclosure, or litigation) for repayment of the cost, not limited to the real property.

4.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Authority may also cause all indebtedness of the Borrower under this Agreement and the Promissory Note to become immediately due and payable, and may institute an action for judicial or nonjudicial foreclosure pursuant to the Deed of Trust. Legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county, or in the United States District Court for the Central District of California.

4.2 Acceptance of Service of Process. In the event that any legal action is commenced by the Borrower against Authority, service of process on Authority shall be made by personal service upon the Secretary or Executive Director of Authority or in such other manner as may be provided by law. . In the event that any legal action is commenced by the Borrower against City, service of process on Authority shall be made by personal service upon the City Clerk or City Manager or in such other manner as may be provided by law. In the event that any legal action is commenced by Authority and/or City against the Borrower, service of process shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by another party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default

or of any such rights or remedies, or deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

4.6 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

5. General Provisions.

5.1 Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other parties under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

To Authority: Housing Authority of the City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: Executive Director

To Borrower: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attn: Executive Director

To City: City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: City Manager

With copy to : Attn: City Attorney

Any written notice, demand or communication shall be deemed received immediately upon personal delivery or three (3) days after deposit in the United States mail; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be effective on the third day from the date of the attempted delivery or deposit in the United States mail.

5.2 Non-Liability of Officials and Employees of Authority and City. No member, official, officer or employee of Authority or the City shall be personally liable to the

Borrower, or any successor in interest, in the event of any Default or breach by Authority(or the City) or for any amount which may become due to the Borrower or its successors, or on any obligations under the terms of this Agreement.

5.3 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

5.4 Integration. This Agreement (including Exhibits A-1, A-2, B, C-1, C-2, and C-3, D-1, and D-2, together with the Related Agreements, contain the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. In the event there is any inconsistencies among the documents this Amended and Restated Master Loan Agreement shall prevail; then the Amended and Restated Promissory Notes; then the Amended Regulatory Agreements; and lastly, the Amended and Restated Deed of Trust.

5.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

5.6 Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

5.7 Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.8 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

5.9 Time of Essence. Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.

5.10 Cooperation. Each party shall cooperate with the other in this transaction and, in that regard, sign any and all documents which may be reasonably necessary, helpful, or

appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

5.11 Definitions. Any terms used in this Agreement but not separately defined herein shall have the meaning given to such terms in the Regulatory Agreements.

5.12 Exhibits. City Manager and Authority Executive Director shall prepare, are authorized to sign for the City and Authority, respectively, and shall record, as applicable, Amended and Restated Promissory Notes, Amendment and Restated Deed of Trust, amendments to Regulatory Agreement and amendments to Lease(s), substantially in the form attached as exhibits to this Agreement.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Authority, City and the Borrower have executed this Agreement as of the Effective Date.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Justin Hess, Executive Director

Attest:

Kimberly Clark
~~CMC~~, Secretary Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Justin Hess, City Manager

Attest:

Kimberly Clark
_____, ~~CMC~~, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By: _____

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: Chris T. Welker
Name: Chris T. Welker
Its: President

EXHIBIT A-1

Promissory Note Form for Authority Loan

AMENDED AND RESTATED PROMISSORY NOTE (AUTHORITY)

$43,822,258.70

January 14, 2025
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation ("Borrower"), promises to pay to the **HOUSING AUTHORITY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Authority"), at the Authority's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Authority/City may designate in writing, the principal sum calculated as of the Effective Date of Forty-Three Million Eight Hundred Twenty-Two Thousand Two Hundred Fifty-Eight and Seventy Hundredths Dollars ($43,822,258.70) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Note") is given in accordance with that certain **Amended and Restated Master Loan Agreement** executed by the Authority, the City of Burbank and the Borrower, dated as of January 14, 2025 (the "Agreement") which is incorporated herein by this reference. The Agreement further incorporates this Note, the Deed of Trust, and Regulatory Agreements affecting twenty-four (25) projects from time to time, which now have the same terms, having been modified by the Agreement. The Note Amount collectively combines all amounts owed to the Authority for all of the projects, with Schedule 1 to this Note specifying the amounts due to the Authority for each project. The rights and obligations of the Borrower and the Authority under this Note shall be governed by the Agreement (including its exhibits) and by the additional terms set forth in this Note. In the event of any conflict, the Agreement prevails, then this Note, then the Regulatory Agreements, and then the Deed of Trust. This Note, Regulatory Agreements, Deed of Trust, and Affordable Housing Agreements are collectively referred as the Related Agreements to the Amended and Restated Master Loan Agreement.

2. **Interest and Term.** As of December 31, 2024, no interest shall accrue on the Note Amount. The term of the Note shall be fifty-five years, commencing on January 1, 2024 and ending on January 1, 2080.

3. **Repayment of Note Amount.** Payments are due annually, commencing with April 1, 2026, for the annual payment from January 1, 2025-December 31, 2025; however, each twelve month payment shall be forgiven by 1/55th of the initial balance (for the total amount and the amount associated with each project) and completely upon expiration of the Affordability Period (April 1, 2080), as long as Borrower does not breach of the affordability terms during the Affordability Period; provided however, that the portions of the Authority Loan and Authority Note attributable to Project No. 1, Project No. 7, and Project No. 8B (2331-2333 North Fairview, 2325-2335 North Fairview and 2321 North Fairview properties) (the "Fairview Projects")

shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, April 1, 2080, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. No payments shall be due between December 31, 2024 and April 1, 2025.

The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. On April 1, 2080, this obligation shall be paid in full, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, the Note Amount will be forgiven in its entirety except that the portions of the Authority Loan and this Note attributable to the Fairview Properties shall not be forgiven and instead will be due and payable on December 31, 2080. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreements, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Authority to declare them due subsequently.

4. Security. The Notes for Project Nos. 1-9 and 11-25 (as defined in the Agreement) have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Authority in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any

one of the specific Notes. Once recorded the Instrument Number of the Amended and Restated Deed of Trust shall be noted here:_____.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Authority's sole discretion and that the Authority may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Authority with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note if suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments; Modifications.; Assignments. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Authority. In the event Authority at some time in the future, and from time-to -time, agrees in its sole and absolute discretion, to release Borrower as to a specific property subject to the Agreement, then this Note, the Deed of Trust and respective Regulatory Agreement can be released, reconveyed and/or modified to so reflect. In the event of any release, the affordability restrictions may be renegotiated.

9. Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement or a dissolution context, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the other party, which consent may be given or withheld in the other party's sole discretion.

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Amended and Restated Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____
Title: _____

Schedule 1 to Authority Amended and Restated Promissory Note

Burbank Housing Agency and Authority Notes

Original Note Date	Amended By Master Loan Agreement	No.	Original Note Amount	Property	Agency	Authority (LMIHAF)	Terms	Fully Forgiven Date	Units	Focus Group
04/25/01	01/14/25	Project no. 2	$366,000.00	3000 3006 Thornton Ave	$411,020.91		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC2
07/10/01	01/14/25	Project no. 3	$2,837,974.00	199 West Linwood	$2,818,734.69		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	67	BHC1
07/10/01	01/14/25	Project no. 3	$399,566.00	199 West Linwood	$399,565.84		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	67	BHC1
07/16/02	01/14/25	Project no. 4	$332,765.00	1721 Elliott Drive	$332,764.82		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	7	BHC4
05/27/03	01/14/25	Project no. 5	$59,918.38	3030 Thornton Ave	$59,918.38		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC2
05/27/03	01/14/25	Project no. 5	$232,800.00	3030 Thornton Ave	$231,629.99		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC2
09/23/03	01/14/25	Project no. 6	$3,441,000.00	1801 1819 Grismer Ave/1729 1735 Elliott	$3,441,000.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	72 plus office and AC	BHC4
09/23/03	01/14/25	Project no. 6	$2,888,942.00	1801 1819 Grismer & 1729 1735 Elliott	$2,888,942.57		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	72 plus office and AC	BHC4
06/15/04	01/14/25	Project no. 8a	$3,143,000.00	2321 2323 N Catalina	$2,186,497.20		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	14	BHC2
05/04/04	01/14/25	Project no. 9	$1,479,944.00	Verdugo Lake Consolidation Loan	$1,479,944.43		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	13	BHC5
01/31/06	01/14/25	Project no. 11	$135,595.00	313 W. Valencia	$135,595.32		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
01/31/06	01/14/25	Project no. 11	$88,698.00	427 W. Valencia	$88,697.69		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC6
04/06/06	01/14/25	Project no. 12	$1,232,217.00	157 W. Linden	$1,078,635.68		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	9	BHC3
01/23/07	01/14/25	Project no. 13	$863,714.00	261 W. Verdugo Avenue	$863,714.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	8	BHC5
01/23/07	01/14/25	Project no. 14	$1,836,929.00	2219/2379 Niagara	$1,836,929.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	6	BHC2
09/01/09	01/14/25	Project no. 15	$936,100.00	2406 N. Naomi	$936,100.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
04/01/09	01/14/25	Project no. 16	$9,786,500.00	275 W. Verdugo Ave.	$9,786,500.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	34	BHC5
10/07/09	01/14/25	Project no. 17	$1,007,200.00	2615 Thornton Ave	$1,007,200.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
08/20/10	01/14/25	Project no. 18	$1,769,792.00	225 W. Linden	$1,125,852.53		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
12/09/10	01/14/25	Project no. 19	$973,800.00	2234 Catalina	$839,383.65		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	7	BHC2
05/12/11	01/14/25	Project no. 20	$9,298,200.00	2223 2227 Catalina	$9,298,200.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	20	BHC2
03/28/18	01/14/25	Project no. 24	$547,622.00	1932 Ontario Street		$547,622.00	Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	3	BHC6
10/30/18	01/14/25	Project no. 25	$913,770.00	2300 North Fairview Street		$913,770.00	Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	3	BHC6
				Total Principal to be Forgiven after 55 Years from Amended & Restated MLA date	**$40,696,826.70**	**$1,461,392.00**				
10/26/99	01/14/25	Project no. 1	$111,890.00	2331 2333 North Fairview****	$111,890.04		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		3	BHC2
11/18/03	01/14/25	Project no. 7	$377,165.00	2325 2335 Fairview ****	$377,165.76		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		7	BHC2
06/15/04	01/14/25	Project no. 8b	$3,143,000.00	2321 North Fairview ****	$1,174,984.20		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		14	BHC2
				Total No Forgiveness, No Interest, Deferred Loans	**$42,360,866.70**	**$1,461,392.00**				
				Total Agency and Authority Principal balance	**$43,822,258.70**					

**** Amended and Restated Authority Promissory Note includes the total of principal amount to be forgiven in the future of Agency principal of $43,268,576.70 and Authority principal $1,461,392 , plus total principal amount for Projects No. 1 ($111,890.04), No. 7 ($377,165.76), and No. 8b ($1,174,984.20) which are deferred until 4/1/2080 for a total principal amount of $46,394,008.70.

EXHIBIT A-2

Sample Promissory Note for City Loan

PROMISSORY NOTE
(CITY)

$7,047,124.73

January 14, 2025
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum as of the Effective Date of Seven Million Forty Seven Thousand One Hundred Twenty-Four and Seventy-Three Hundredths Dollars (7,047,124.73) (the "Note Amount") in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Note") is given in accordance with that certain **Amended and Restated Master Loan Agreement** executed by the Housing Authority of the City of Burbank, the City and the Borrower, dated as of January 14, 2025 (the "Agreement") which is incorporated herein by this reference. The Agreement further incorporates this Note, the Deed of Trust, and Regulatory Agreements affecting twenty-four (24) projects from time to time, which now have the same terms, having been modified by the Agreement. The Note Amount collectively combines all amounts owed to the City for all of the projects with Schedule 1 to this Note specifying the amounts due to the City for each project by funding source. The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement (including its exhibits) and by the additional terms set forth in this Note. In the event of any conflict, the Agreement prevails, then this Note, then the Regulatory Agreements, and then the Deed of Trust . This Note, Regulatory Agreements, Deed of Trust, and Affordable Housing Agreements are collectively referred as the Related Agreements to the Amended and Restated Master Loan Agreement.

2. **Interest and Term.** No interest shall accrue on the Note Amount, past or future. The term of the Note shall remain as set forth in the attached Schedule 1 and shall not be extended herein, except for Projects 1 and 7 which shall have a term of fifty-five years, commencing on January 1, 2024 and ending on January 1, 2080.

3. Repayment of Note Amount. Payments are due annually, commencing with April 1, 2026 for the annual payment from January 1, 2025-December 31, 2025. No payments shall be due between December 31, 2024 and April 1, 2025. As long as there is no breach of the affordability terms during the Affordability Period, no payments shall be due on the City Loan or City Note, and each portion of the City Loan is hereby forgiven or will be forgiven as of the initial term of the original note evidencing that portion of the City Loan and this Note as set forth on Schedule 1 attached to this Note; provided however, that the portions of the City Loan and this Note attributable to Project No. 1 and Project No. 7 (2331-2333 North Fairview and 2325-2335 North Fairview properties) shall not be forgiven and instead will be due and payable on December 31, 2080.

The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. to the extent not previously forgiven. On April 1, 2080, this obligation shall be paid in full, provided if Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, the Note Amount will be forgiven in its entirety, except for the portions of the City Loan and this Note attributable to Project No. 1 and Project No. 7 (2331-2333 North Fairview and 2325-2335 North Fairview properties) shall not be forgiven and instead will be due and payable on December 31, 2080. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreements, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. The Notes for Projects 1-9 and 11-25 (as defined in the Agreement) have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and

cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Authority in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any one of the specific Notes. Once recorded the Instrument Number of the Amended and Restated Deed of Trust shall be noted here:_____.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement. .

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City. In the event City at some time in the future, and from time-to -time, agrees in its sole and absolute discretion, to release Borrower as to a specific property subject to the Agreement, then this Note, the Deed of Trust and respective Regulatory Agreement can be released, reconveyed and/or modified to so reflect. In the event of any release, the affordability restrictions may be renegotiated.

9. Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement or a dissolution context, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the other party, which consent may be given or withheld in the other party's sole discretion.

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Amended and Restated Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Schedule 1 to City Amended and Restated Promissory Note

Burbank Housing Corporation Home and CDBG Notes

Original Note Date	Amended & Restated By Master Loan Agreement	Project No.	Original Note Amount	Property	HOME - Principal Amount Totals	CDBG - Principal Amount Totals	Terms	Forgivable (Y/N)	Original Forgivable date after 15 years	Units	Focus Group
04/25/01	01/14/25	Project no. 2	150,000.00	3000 3006 Thornton Ave	$150,000.00		Forgiven as of the initial term date.	Y	4/25/2016 *	4	BHC2
07/16/02	01/14/25	Project no. 4	279,059.00	1721 Elliott Drive	$279,059.05		Forgiven as of the initial term date.	Y	7/16/2017 *	7	BHC4
7/16/2002	01/14/25	Project no. 4	341,072.00	1721 Elliott Drive - CDBG		$341,072.16	Forgiven as of the initial term date.	Y	7/16/2017 *	7	BHC4
05/04/04	01/14/25	Project no. 9	328,091.00	237 W. Verdugo	$328,090.94		Forgiven as of the initial term date.	Y	5/4/2019 *	10	BHC5
05/04/04	01/14/25	Project no. 9	335,478.00	241 243 W. Verdugo	$335,476.68		Forgiven as of the initial term date.	Y	5/4/2019 *	4	BHC5
05/04/04	01/14/25	Project no. 9	341,861.00	257 W. Verdugo	$341,681.37		Forgiven as of the initial term date.	Y	5/4/2019 *	9	BHC5
5/4/2004	01/14/25	Project no. 9	568,812.00	220 W. Tujunga - CDBG		$568,812.30	Forgiven as of the initial term date.	Y	5/4/2019 *	7	BHC5
04/06/06	01/14/25	Project no. 12	1,442,415.00	157/159 W. Linden, 160 W. Elm	$1,442,415.00		Forgiven as of the initial term date.	Y	4/6/2021 *	9	BHC3
1/23/2007	01/14/25	Project no. 13	848,653.00	261 W. Verdugo Avenue	$848,653.00		Forgiven as of the initial term date.	Y	1/23/2022 *	8	BHC5
9/1/2009	01/14/25	Project no. 15	510,000.00	2406 N. Naomi	$510,000.00		Forgiven as of the initial term date.	Y	9/1/2024 *	4	BHC6
				Total Principal Forgiven to date based on original term date	**$4,235,378.24**	**$909,884.46**					
9/23/2010	01/14/25	Project no. 17	530,500.00	2615 Thornton Ave	$530,500.00		0%	Y	9/23/2025	4	BHC6
8/20/2010	01/14/25	Project no. 18	526,608.00	225 W. Linden	$526,608.00		0%	Y	8/20/2025	4	BHC6
12/9/2010	01/14/25	Project no. 19	1,010,500.00	2234 Catalina	$1,010,500.00		0%	Y	12/2/2025	7	BHC2
10/26/2012	01/14/25	Project no. 21	427,738.00	2300 Niagara	$427,738.00		0%	Y	10/26/2027	3	BHC2
8/20/2013	01/14/25	Project no. 22	1,299,874.00	1108 Angelino/1101 Verdugo	$1,299,874.00		0%	Y	8/20/2028	11	BHC8
8/20/2013	01/14/25	Project no 22	153,020.00	1108 Angelino/1101 Verdugo	$153,020.00		0%	Y	8/20/2028	11	BHC8
7/13/2015	01/14/25	Project no. 22	306,379.00	1108 Angelino/1101 Verdugo	$306,279.00		0%	Y	7/15/2030	11	BHC8
7/11/2017	01/14/25	Project no 23	442,500.00	153/ 159 & 199 Elmwood Revitalization	$442,500.00		0%	Y	7/11/2032	10	BHC1
3/28/2018	01/14/25	Project no 24	590,019.00	1932 Ontario Street	$590,019.00		0%	Y	3/28/2033	3	BHC6
10/30/2018	01/14/25	Project no. 25	542,702.00	2300 North Fairview Street	$542,702.00		0%	Y	10/30/2033	3	BHC6
				Total Principal Amounts to be Forgiven based on original term date	**$5,831,740.00**	**$0.00**					
10/26/99	01/14/25	Project no. 1	$135,385.00	2331 2333 North Fairview	$135,384.73		No forgiveness; no interest, payments deferred until maturity date 4/1/2080	N	**	3	BHC2
11/18/03	01/14/25	Project no. 7	1,080,000.00	2325 2335 Fairview	$1,080,000.00		No forgiveness; no interest, payments deferred until maturity date 4/1/2080	N	***	7	BHC2
				Total No Forgiveness, No Interest, Deferred Loans	**$1,215,384.73**	**$0.00**					
				Total Principal Balance	**$11,282,502.97**	**$909,884.46**					
				Total Original HOME and CDBG Principal balance	**$12,192,387.43**						

* These principal amounts were forgiven under the amended and restated MLA Home notes ($4,235,378.24) and CDBG notes ($909,884.16) for a total of **$5,145,262.40**

** Initial maturity date was 10/26/2014

EXHIBIT B

Form of Amended and Restated Deed of Trust

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: City Clerk)

This document is exempt from the payment of a recording , fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED DEED OF TRUST

THIS AMENDED AND RESTATED DEED OF TRUST is made ____ day of _____, 2025 by **BURBANK HOUSING CORPORATION**, a California nonprofit public benefit corporation (the "Trustor or Grantor") whose address is 1819 Grismer Avenue, Burbank, CA 91510 to Chicago Title Co., a California Corporation, (and in such capacity herein called "Trustee"), for the benefit of the **CITY OF BURBANK**, a California municipal corporation (the "City"), and the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority") (and in such capacity herein collectively called the "Beneficiary").

RECITALS

A. Trustor previously signed and recorded that certain Deed of Trust with Assignment of Rents (Short Form) dated October 23, 2006 for the benefit of the Beneficiary and recorded on October 25, 2006 in the Official Records of Los Angeles County as Document No. 06-2369323 (the "Deed of Trust") to secure indebtedness under a Loan Agreement ("MLA") approved in 2006, but executed on January 2, 2007.

B. Trustor and Beneficiary have amended and restated the MLA, and desire to amend the Deed of Trust to reflect such modification and to reflect the new amount of the indebtedness.

WITNESSETH: that Trustor grants to Trustee in Trust, with the Power of Sale, that property in the County of Los Angeles, State of California, described as

See attached Exhibit A, incorporated herein.

Together with the rents, issues and profits thereof, subject however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of all indebtedness owed to Beneficiary in the principal amount of $50,869,383.43 according to the terms of the Amended and Restated Master Loan Agreement

(MLA) and the two promissory notes dated as of January 14, 2025 made by Trustor payable to the order of Beneficiary (the "2025 Amended and Restated Promissory Notes"), and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference into the 2025 Amended and Restated Promissory Notes or as contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced promissory notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly remakes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964 in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of each county, namely

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as if fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to it.

This Amended and Restated Deed of Trust is intended to replace and supersede Instrument No 06-2369323.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____
Its: _____
Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION-TO BE INSERTED

LEGAL DECRIPTIONS -EXHIBIT A

Property #1 **2331-2333 North Fairview, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2464-005-073

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 **3000-3006 Thornton Avenue, Burbank,CA**
(recorded in Instrument No. 06-2369323)
APN 2464-005-036

LOT 194 AND A PORTION OF LOT 195, OF TRACT NO. 9443, IN THE CITY OF BURBANK,COUNTY Of LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 ,PAGE 5 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDEROF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194 AND THE EASTERLY 44.00 FEET OF LOT 195 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED SEPTEMBER 5, 2003 AS INSTRUMENT NO. 03-2591270, OFFICIAL RECORDS.

Property #3 **West Elmwood Avenue (199 W. Elmwood Ave., together with 153,158-159,164-165, 170-171, 188, 194 W. Elmwood, Burbank, CA)**
(recorded in Instrument No. 06-23269323)
APNs 2451-001-021; 2451-001-052; 2451-001-053; 2451-001-054; 2451-001-055; 2451-001-056; 2451-001-057; 2451-001-058

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF

40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97 ° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1 IN TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #4 **1721 Elliot Drive, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2468-013-022

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 **3030 Thornton Avenue, Burbank, CA**
(recorded in Instrument No. 2369323)
APN 2464-005-037

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY

OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 **1819 Grismer,**
(Formerly known as 1801-1815 Grismer, Burbank, CA
1819 Grismer Burbank, CA
and 1729-1735 Elliot, Burbank, CA)
(recorded in Instrument No. 20120419278)
APN 2468-013907

Weisswasser Property

Those portions of Lots 18, 19, and 20 of Tract 3097 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 32, Page 12 of Maps, records of said county and more particularly described as follows:

Lots 18 and 19 except the following described portions:

Beginning at the southeast corner of Lot 18 then along the south line of said Lot, N 89° 31' 40" W 367.00 feet; then N 0° 28' 60" W, parallel with the west line of said tract, 41.50 feet; then S 89° 31' 40" E 185.00 feet; than N 0° 28' 50" W 68.50 feet to the south line of Lot 19; then continuing N 0° 28' 50" W 14.50 feet; then S 89° 31' 40" E, parallel with the south line of Lot 19, 163.82 feet to the west line of Grismer Avenue, 60.00 feet wide; then along said west line in a curve concave to the west, having a radius of 1631.52 feet, 116.29 feet to the Point of Beginning.

Lot 20 except the following described portions:

The westerly 100 feet;

Beginning at the northeast corner of Lot 20, then S 14° 27' 30" E along the westerly line of Grismer Avenue, 60.00 feet wide, 51.74 feet; then N 89° 31' 40" W 162.50 feet; then N 0° 28' 50" W, parallel with the west line of said Tract, 50.00 feet to the northerly line of Lot 20; then S 89° 31' 40" E along said northerly line 150 .00 feet to the Point of Beginning.

Reinoso Property

Parcel 1:

Lot(s) 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 Page(s) 21, of Maps, in the office of the County Recorder of said County.

Parcel 2:

That portion of Lot(s) 20 of Tract No, 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point In the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot a distance of 50 feet to a point; thence north and parallel with the west line of said Lot 20 to a point in the north line of said Lot: thence West along the north line of said Lot; a distance of 50 feet to a point thence South in a direct line to the Point of Beginning.

Parcel 3:

That portion of Lot(s) 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said lot to a point in the north line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20 to the Point of Beginning, the southwest corner.

Parcel 4:

Lot(s) 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 page(s) 21, of Maps, in the office of the County Recorder of said County.

Exhibit A

All that certain real property situated in the City of Burbank, County of Los Angeles, State of California, and is described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County.

Beginning at the northeast corner of said Lot 20; thence South 14° 27' 30" East, along the easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 00° 28' 50" West 50 feet to the north line of said Lot 20; thence South 89° 31' 40" East along said northerly line, 150 feet to the Point of Beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the northerly line of the southerly 33.93 feet of said Lot 19; thence easterly along said northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58. 70 feet, more or less to the Point of Beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the northerly line of said Lot 20, distant along said northerly line North 89° 31' 40" West 150 feet from the

northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet, thence South 0° 28' 20" West 116.07 feet to the northerly line of the southerly 33.93 feet of said Lot 19; thence along said last mentioned northerly line South 89° 31' 40" East 192.27 feet, more or less, to a point in the westerly line of Grismer Avenue, 60 feet wide, being a curve concave westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence southerly along said curve an arc distance of 11.57 feet; thence along the northerly line of the southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the easterly line of the westerly 106.75 feet of said Lot 19; thence along said easterly line North 0° 28' 50' West 77.38 feet to the southerly line of said Lot 20; thence along said southerly line North 89° 31' 40" West 6.75 feet to the easterly line of the westerly 100 feet of said Lot 20; thence along said last mentioned easterly line North 0° 28' 50" West 100 feet, to the northerly line of said Lot 20; thence along said last mentioned northerly line South 89° 31' 40" East 175 feet to the Point of Beginning.

Parcel 4:

The westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, together with the northerly 11.31 feet of the southerly 22.62 feet of that portion of said Lot 19 lying easterly of the easterly line of said westerly 106.75 feet of Lot 19.

Parcel 5:

The easterly 230.92 feet of the westerly 337.67 feet of Lot 18 and the southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, lying easterly of the easterly line of the westerly 106.75 feet of said lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot 20 to a point in the north line of said Lot; thence West along the north line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the Point of Beginning.

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot, to a point in the North line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20, to the Point of Beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

Property #7 **2325 and 2335 Fairview Street, Burbank, CA**
(recorded in Instrument No. 04-0057445)
APN 2464-005-031; 2464-005-033

The property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8A **2321-2323 N. Catalina, Burbank, CA**
(recorded in Instrument No. 06-2369323 as part of Property #8)
APN 2464-008-030

That real property located 2321-2323 North Catalina Street in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8B **2321 N. Fairview St., Burbank, CA**
(recorded in Instrument No. 06-2369323 as part of Property #8).
APN 2464-005-030

The real property located 2321 North Fairview, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #9 **220 W. Tujunga Avenue, Burbank, CA; 237, 241-243 and 257 W. Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2451-018-022

APN 2451-018-009; 2451-018-082; 2451-019-001

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

241-243 West Verdugo Avenue

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 **1902 Keeler Street Burbank, CA.**
Intentionally Deleted. This property was removed and released from the MLA in 2009, after Council approved the Keeler Elliott Homeownership project, and refinanced this note.

Property #11 **313 and 427 W. Valencia Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2451-032-902; 2451-031-901

313 West Valencia Avenue

LOT 14 OF TRACT NO. 8153, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 115, PAGE(S) 77 AND 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

427 West Valencia Avenue

LOT 10 OF TRACT NO. 5370, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 121 PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

Property #12 **157 West Linden Avenue, Burbank, CA and 160 West Elm Court &159 West Linden Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN 5625-002-017; 5625-002-018

157 West Linden Avenue

THAT PORTION OF LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48° 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80° 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60° 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8° 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25° 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT HOWEVER THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OF SAID LAND THEREFORE.

160 West Elm Court &159 West Linden Avenue

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

Property #13 **261 West Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 2007-0194388)
APN 2451-019-003

The real property in the City of Burbank, County of Los Angeles, State of California, described as

Lot 3 of Tract No. 5695 as per Map recorded in Book 61, Page 92 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #14 **2219 and 2329 North Niagara St., Burbank, CA**
(recorded in Instrument No. 20220114597 and 20070194389)
APN 2464-006-007; 2464-005-008

2219 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 130 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

2329 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 146 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #15 & 17 **2406 North Naomi Street, Burbank, CA; 2615 Thornton Avenue, Burbank, CA**
(legal recorded in Grant Deed Instrument#20091549683)
APN 2466-015-070

2406 North Naomi

LOT 72 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREROF.

2615 Thornton Avenue

LOT 73 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Excepting Therefrom that portion of said Lot 73 described as follows;

Beginning at a point on the Westerly line of said Lot 73 distant North 0° 08° West 14.95 feet to the Southwesterly corner of said Lot 73; thence along the Southerly line of said Lot 73 South 89° 42° East 14.95 feet to a point of cusp; thence Westerly and Northerly along a curve concave Northeasterly having a radius of 15.00 feet, a distance of 23.51 feet to a point of beginning, as described in a deed to the City of Burbank, recorded July 29, 1976 as Instrument No. 76-4275 of Official Records.

Property #16 **275 W. Verdugo, Burbank, CA**
(recorded in Instrument No. 2009-0050394)
APN 2451-019-053

PARCEL 1:

THAT PORTION OF LOT THREE (3) IN BLOCK EIGHTY-SEVEN (87) OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 15 ET

SEQ., AND IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VERDUGO AVENUE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF CRESCENT STREET, AS SHOWN ON THE MAP OF THE FAXON TRACT, RECORDED IN BOOK 14, PAGE 40 OF MAPS; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 218 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 218 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHEASTERLY 30 FEET THEREOF INCLUDED IN VERDUGO AVENUE.

PARCEL 2:

LOT 4 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE SOUTHEASTERLY ONE HALF OF THAT PORTION OF THE 15 FOOT ALLEY SHOWN ON THE MAP OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 4 OF SAID TRACT, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED JULY 17, 1984 AS INSTRUMENT NO. 84-352644, OFFICIAL RECORDS.

EXCEPT FROM PARCELS 1, 2 AND 3 (TO THE EXTENT NOW OR HEREAFTER VALIDITY EXCEPTED AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD) ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAT 500 FEET BELOW THE SURFACE TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND

OCCUPY ALL PARTS OF SAID SITE LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID SITE OR ANY PORTION OF SAID SITE WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD.

Property #18 **225 W. Linden Avenue, Burbank, CA**
(recorded in Grant Deed Instrument No.20101203467)
APN 5625-013-013

The real property in the City of BURBANK, County of Los Angeles, State of California, described as:

THE SOUTHWEST 50 FEET OF LOT 15 OF TRACT NO. 8190, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 87 PAGES 79 THROUGH 81 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #19 **2234 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No. 20101872778)
APN 2464-007-024

LOT 79 OF TRACT NO. 9443 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #20 **2223 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No.20110729681)
(Formerly known as 2223-2235 N. Catalina Street)

APN# 2464-007-061

Lots 87, 88, 89 and 90 of Tract No. 9443, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of said County.

Property #21 **2300 Niagara St, Burbank, CA**
(recorded in Grant Deed Instrument No. 20121665457)
APN 2464-008-047

Lot 118 of Tract No. 9443 as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #22 **1108 W. Angeleno Avenue , Burbank, CA and 1101 W. Verdugo Avenue, Burbank, CA**
(legal recorded in Instrument No. 20131233234)

1108 W. Angeleno Avenue: APN 2446-029-026

Lot 27 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

1101 W. Verdugo Avenue: APN 2446-029-027

Lot 43 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

Property #23 (no new legal- part of Property #3)

Property #24 **1932 N. Ontario, Burbank, CA**
(recorded in Grant Deed by Instrument No. 20180335891)
APN 2463-011-012

Lot 12 of Tract No. 15399, in the City of Burbank, County of Los Angeles, State of California, as per map recorded In Book 410, Pages 35 and 36 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Easterly 20 feet, measured at right angles from the Easterly line thereof.

Property# 25 **2300 N. Fairview, Burbank, CA**
(legal recorded in Instrument No. 20181152020)
APN 2464-005-024

LOT 162 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT C-1

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 - 2025 Master Loan Amendment)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a charter city and municipal corporation ("City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Properties

listed in Attachment No. 1 with prior recorded instrument numbers and/or legal descriptions (collectively "Subject Properties")

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at the Subject Properties. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Subject Properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Subject Properties.

G. The parties further modified restated, and replaced in its entirety, the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain of the Subject Properties as identified in the A&R MLA;

2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. The Subject Properties include Twenty Four (24) projects, which in turn oftentimes involved multiple parcels. Each individual parcel is subject to a regulatory agreement, separate for City or Authority, which restricts certain units to be affordable for a specific time period and is recorded in the official records of the Los Angeles County Recorder's Office (the "Original Regulatory Agreement"). The Original Regulatory was modified after adoption and amendment of the Loan Agreement in 2006-7 to reflect changes by the Loan Agreement as amended and in 2010 to reflect a modification requested by Developer (collectively "Regulatory Agreement"). Those legal descriptions or instrument numbers for the recorded documents of the Original Regulatory Agreement and the two amendments thereto are set forth in Attachment No 1.

I. The Regulatory Agreement is now further being amended by the Third Amendment in conjunction with the terms set forth in the A&R MLA, specifically the extension of affordability covenants to April 1, 2080.

J. As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted from this global amendment.

K. Intentionally excluded from this global amendment is the property referenced in the A&R MLA as Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement for Project No. 8 required, among other things, specific affordability requirements together with operation

of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment: This Third Amendment modifies each individual regulatory agreement for each property identified in Attachment No. 1 as Subject Properties as follows.

    a. Extension of Affordability Covenants. This Third Amendment extends the affordability covenant period as to Subject Properties for fifty-five years and three months commencing upon January 1, 2025 to April 1, 2080.

    b. Conforming to A&R MLA. This Third Amendment amends the Regulatory Agreement for each property identified in Attachment 1 to conform it to any conflicting term in the A&R MLA, and any term in a future amendment to A&R MLA.

2. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement remain the same and the Regulatory Agreement remains in full force and effect.

3. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement as amended by this Third Amendment, and that the Regulatory Agreement with this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

4. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

5. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Properties by Instrument No. 06-2369323, and as amended and restated by Instrument No. _____, recorded on _____, 2025.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. The Regulatory Agreement as amended by this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement as amended by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTIES" are:

TO BE INSERTED

EXHIBIT C-2

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement) (Catalina – Project No. 8A)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Housing Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 -2025 Master Loan Amendment) (Catalina – Project No. 8A)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a charter city and municipal corporation (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Property:

2321-2323 Catalina St, Burbank, CA and more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City

of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at on twenty-four properties throughout the City (the "Projects"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) to define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) to eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) to eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan (with certain exceptions); 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7 continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321 North Fairview Street, is referenced in the A&R MLA as collectively Project No. 8. Through the A&R MLA, the Project No. 8 is divided into two separate projects - the project located at Subject Property-2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements. The regulatory agreement requires among other things, specific affordability requirements, together with operation of an activity center located on Subject Property to serve the neighborhood.

I. A Regulatory Agreement was recorded on the Subject Property as Instrument No. 04-1599871 on June 17, 2004, and amended by an Amended Regulatory Agreement Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment") and as further amended by a Regulatory Agreement Amendment Instrument No. 20101493655 on October 19, 2010 (the "Second Amendment").

J. The Regulatory Agreement, as amended by the First Amendment and the Second Amendment, is now further being amended (this Third Amendment) to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) to separate the Subject Property from the adjacent parcels 2321 North Fairview Street.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property. The Subject Property is improved with an eight unit apartment building 2323 Catalina Street and an activity center.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

   Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), four (4) of the rehabilitated housing units on the Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and three (3) of the rehabilitated Housing Units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

   "The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement , as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First

Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance Secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on January___, 2025, recorded as Instrument No._____ on _____, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment, shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
_____, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-008-030

EXHIBIT C-3

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement) (2321 N. Fairview – Project No. 8B)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 -2025 Master Loan Amendment) (2321 N. Fairview)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority"), the City of Burbank, a charter city and municipal corporation (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer" or BHC").

Subject Property

2321 N. Fairview, Burbank, CA and more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law"), the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households on twenty-four properties throughout the City (the "**Projects**"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed of Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the

principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321-2323 N. Catalina Street, is referenced in the A&R MLA as collectively Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement required, among other things, specific affordability requirements together with operation of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at Subject Property-2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

I. A Regulatory Agreement was recorded on Subject Property as Instrument No. 04-1599871 on June 17, 2004, as amended by an Amended Regulatory Agreement recorded on Subject Property as Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment"). On September 23, 2010, the parties agreed to amend the Regulatory Agreement to allow BHC to have flexibility to lease affordable units below income level designations (the "Second Amendment"). The Second Amendment did not appear on a title report for Subject Property due to administrative recording error, and shall be recorded prior to the recording of this Third Amendment.

J. The Regulatory Agreement, as amended by the First and Second Amendments, is now further being amended by this Third Amendment to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) separate the Subject Property from the adjacent parcels 2321-2323 Catalina St.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property The Subject Property is improved with a two-story apartment building containing six units at 2321 North Fairview Street.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease two (2) of the rehabilitated housing units on the Subject Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and four (4) of the rehabilitated Housing Units on the Subject Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Low Income Units are all one-bedroom units, and that four Moderate Income Units are two-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

"The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on January___, 2025, recorded as Instrument No._____ on _____, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
_____, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-005-030

EXHIBIT D-1

Form of the Amendment of Leases (313 West Valencia and 427 West Valencia)

AMENDMENT OF LEASES

313 West Valencia and 427 West Valencia
(Project No. 11)

This Amendment of Leases ("Amendment") is made as of January 14, 2025, by and between the Housing Authority of the City of Burbank ("Authority" or "Lessor"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Nonprofit" or "Lessee").

RECITALS

A. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated February 21, 2006, regarding the real property located at 313 West Valencia Avenue in Burbank, California ("313 Lease").

B. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated February 21, 2006, regarding the real property located at 427 West Valencia Avenue in Burbank, California ("427 Lease"; and together with the 313 Lease, "Leases" and each individually, "Lease").

C. The Authority's predecessor-in-interest had previously made loans to Lessee regarding the properties subject to the Leases ("Property").

D. On January 14, 2025, the Authority, the City of Burbank, and the Lessee entered into an Amended and Restated Master Loan Agreement ("A&R MLA"), which modified the loan terms. by forgiving accrued interest due and eliminating future interest on the Authority loans, eliminating any residual receipts payments, as well as agreeing to forgive 1/55th of the total loan balance each year that Lessee is in compliance with the regulatory agreements recorded on the Property. The modifications also extended the Term of the loan and the Affordability Period to April 1, 2080.

E. The parties desire to modify the Leases to conform with the financial modifications in the A&R MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings set forth in each Lease.

2. Section 3 of each Lease is hereby amended to extend the Term of each Lease to April 1, 2080.

3. Section 5.2 of each Lease is hereby amended to replace the first paragraph as follows:

> "5.2 Rent: During the Term of this Lease, Lessee agrees to pay in advance on the Commencement Date, and thereafter on April 1 of each year thereafter rent in the amount of One Dollar."

4. Section 6.2 of each Lease is hereby amended to replace the second sentence as follows: " For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but at least until April 1, 2080."

5. The first two paragraphs of subsection 10(i) of each Lease are hereby deleted.

6. Except as amended pursuant to this Amendment, all other terms of each Lease remain the same and each Lease remains in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Modification of Lease as of the date first set forth above.

"Lessor"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____, CMC, Secretary

"LESSEE"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

EXHIBIT D-2

Form of the Amendment of Leases (1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave. (Project No. 6)

AMENDMENT OF LEASE

1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave.
(Project No. 6)

This Amendment of Lease ("Amendment") is made as of January 14, 2025, by and between the Housing Authority of the City of Burbank ("Authority" or "Lessor"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Nonprofit" or "Lessee").

RECITALS

A. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated April 14, 2004, regarding the real property located at 1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave in Burbank, California ("Lease").

B. The Authority's predecessor-in-interest had previously made loans to Lessee regarding the properties subject to the Lease ("Property").

C. On January 14, 2025, the Authority, the City of Burbank, and the Lessee entered into an Amended and Restated Master Loan Agreement ("A&R Master Loan Agreement"), which modified the loan terms by forgiving accrued interest due and eliminating future interest on the Authority loans, eliminating any residual receipts payments, as well as agreeing to forgive 1/55th of the total loan balance each year that Lessee is in compliance with the regulatory agreement recorded on the Property. The modifications also extended the Term of the loan and the Affordability Period to April 1, 2080.

D. The parties desire to modify the Leases to conform with the financial modifications in the A&R MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings set forth in each Lease.

2. Section 3 of the Lease is hereby amended to extend the Term of the Lease to April 1, 2080.

3. Section 5.2 of the Lease is hereby amended to replace the first paragraph as follows:

"5.2 Rent: During the Term of this Lease, Lessee agrees to pay in advance on the Commencement Date, and thereafter on April 1 of each year thereafter rent in the amount of One Dollar."

4. Section 6.2 of the Lease is hereby amended to replace the second sentence as follows: " For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but at least until April 1, 2080."

5. The first two paragraphs of subsection 10(i) of the Lease are hereby deleted.

6. Except as amended pursuant to this Amendment, all other terms of each Lease remain the same and each Lease remains in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Modification of Lease as of the date first set forth above.

"Lessor"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____, CMC, Secretary

"LESSEE"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

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This page is part of your document - DO NOT DISCARD

04 1599871

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
06/23/04 AT 08:00am

TITLE(S) :

LEAD SHEET

FEE

D.T.T

FREE TT 11/95

CODE
20

CODE
19

CODE
9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

C: Duane Solomon, Redev.

6/23/04

UNITED TITLE COMPANY
WESTLAKE VILLAGE BRANCH

04 1599871

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Redevelopment Director

84 00170.77

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

2464-005-030
2464-008-030

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of June 17, 2004 by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

B. The Developer has entered into an agreement to purchase real property at 2321 North Fairview Street and 2321-2323 Catalina Street in the City of Burbank (the "Property"), located on the land more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein by reference. The Property is improved with a two-story apartment building containing six units at 2321 North Fairview Street and two one-bedroom detached single-family dwellings, a duplex comprised of studio units and an eight-unit apartment building at 2321-2323 Catalina Street.

C. The Agency and the Developer have entered into an Affordable Housing Agreement dated as of June 17, 2004, pursuant to which the Agency has agreed to provide financial assistance to Developer to rehabilitate and acquire the Property, including the conversion of an existing building into an activity center, and the Developer has agreed to rehabilitate and acquire the Property with such financial assistance.

D. The execution and recording of this Agreement is a condition to Agency making assistance available to the Developer pursuant to the Affordable Housing Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation and operation of the Property, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the Agency, and provide to the Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist

06/23/04

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orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

For purposes of this Section 1, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Developer or the Property.

For purposes of this Section 1, "Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

2. **Rehabilitation of the Property.** The Developer agrees to rehabilitate the Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

3. **Compliance With Laws.** The Developer shall carry out the acquisition, design, Rehabilitation and operation of the Property in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

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4. Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), six (6) of the rehabilitated housing units on the Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and seven (7) of the rehabilitated Housing Units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 302 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units and the other four Moderate Income Units are two-bedroom units. Other than complying with the affordability mix required by the first sentence of this paragraph, and the bedroom mix required of the second sentence of this paragraph, nothing in this Agreement shall be construed to require specific units within the Property to be restricted. After a tenant's initial occupancy of an Affordable Units, the tenant's income may increase above the levels prescribed for Very Low Income Households, Lower Income Households, or Persons and Families of Low or Moderate Income, as applicable, provided that if the tenant's income exceeds fifty percent (50%) for a Very Low Income Household, eighty percent (80%) for a Lower Income Household, or one hundred twenty (120%) for a Person or Family of Low or Moderate Income Household, adjusted for family size, the rent charged by Developer may be increased to the maximum rent set forth in Section 302 hereof. The Developer shall comply with the terms set forth below and in the Regulatory Agreement which is attached hereto as Exhibit F and incorporated herein by reference.

The Developer shall annually submit to the Agency a completed income computation and certification form, in a form to be provided by the Agency. The Developer shall certify that each tenant of the Property meets the income restrictions of this Section 301. The Developer shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. The Developer shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain an alternate form of income verification reasonably requested by the Developer, if none of the above forms of verification is available to the Developer.

The Property shall be subject to the requirements of this Article 300 in perpetuity commencing upon the date of the Developer's acquisition of the Property. For purposes of this Section 301, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

5. Affordable Rent.

The maximum Monthly Rent chargeable for the Affordable Units shall be annually determined by the Agency in accordance with the Community Redevelopment Law requirements and the following requirements:

a. The Monthly Rent payable by each tenant of the Very Low Income Unit shall not exceed the lesser of (i) thirty percent (30%) of fifty percent (50%) of Los Angeles County median income, as determined by the State of California, for a household size appropriate to the unit, or (ii) thirty percent (30%) of fifty percent (50%) of Los Angeles County median Income, as determined by the United States Department of Housing and Urban Development ("HUD").

b. The Monthly Rent payable by each tenant of the Lower Income Units shall not exceed thirty percent (30%) of one hundred ten percent (110%) of Los Angeles County median income, as determined by the State of California, for a household size appropriate to the unit, or (c) thirty percent (30%) of sixty-five percent (65%) of Los Angeles County median income, as determined by the HUD, for a household size appropriate to the unit. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than sixty percent (60%) of Los Angeles County Median Income, adjusted for family size, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.

c. The Monthly Rent payable by each tenant of the Moderate Income Units shall not exceed thirty percent (30%) of one hundred ten percent (110%) of Los Angeles County median income, as determined by HUD, for a household size appropriate to the unit. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than one hundred twenty percent (120%) of Los Angeles County Median Income, adjusted for family size, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

6. Lease Requirements. Prior to rental of any of the Property, the Developer shall submit a standard lease form to the Agency for its approval. The Agency shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Developer shall enter into a written lease, in the form approved by the Agency, with each tenant of the Property. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

7. Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City of Burbank and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

8. Selection of Tenants. The Property shall be leased to tenants selected by the Developer who meet all of the requirements provided herein. The Developer shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list

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system insofar as practical for selection of tenants. The Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

9. Occupancy Standards. Occupancy of the Affordable Units shall be limited to two persons per bedroom plus one additional person. Notwithstanding the foregoing, however, no residents of the Affordable Units as of the date of this Agreement shall be evicted from their apartment units solely because such residents do not meet the occupancy standards requirements of this Section 9.

10. Reserves. The Developer shall establish and pay into the following reserve accounts in the following manner: (a) payments to a capital replacement reserve account in an amount not greater than $300 per apartment unit per year; (b) payments to an operating reserve capitalized at two percent of gross rents from the Property;

11. Maintenance. The Developer shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. If at any time Developer fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to the Agency, as appropriate, upon demand.

12. Management Plan. The Developer shall submit for the approval of the Agency a "Management Plan" which sets forth in detail the Developer's property management duties, the affirmative marketing procedures in accordance with Section 7 hereof, the tenant selection process in accordance with Section 8 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 6 hereof, the identity of the manager of the Property (the "Property Manager"), and other matters relevant to the management of the Property. The Management Plan shall require the Developer to adhere to a fair lease and grievance procedure and provide a plan for tenant participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the Agency.

If the Agency determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the Agency shall provide notice to the Developer of such deficiencies, and the Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 14 hereof, the Agency shall have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the Agency, which is not related to or affiliated with the

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Developer, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

13. Monitoring and Recordkeeping. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to the Agency a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Developer's consent to such an inspection or audit, the Developer understands and agrees that the Agency may obtain at Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

14. Non-Discrimination Covenants. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Developer shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The covenants established in this Section 13 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency and its successors and assigns, and shall remain in effect in perpetuity.

15. Defaults and Remedies. Defaults of this Agreement and remedies therefor shall be governed by the provisions of Article 400 of the Affordable Housing Agreement.

16. Waiver of Terms and Conditions. Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

17. Non-Liability of City Officials and Employees. No member, official, employee or agent of the Agency shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Time. Time is of the essence in this Agreement.

19. Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

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Developer: Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, California 91502
Attention: Judith S. Arandes, Executive Director

Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Assistant Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

20. Successors and Assigns. This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer, the Agency and the permitted successors and assigns of the Developer and the Agency. Whenever the term "Developer," or "Agency" is used in this Agreement, such term shall include any other successors and assigns as herein provided.

21. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the Agency and its successors and assigns, and Developer and its successors and assigns, and no other person or persons shall have any right of action hereon.

22. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

23. Governing Law. This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

24. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer and the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Its: President

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AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

REDEVELOPMENT AGENCY ORGANIZED MAY 12, 1979 CITY OF BURBANK, CALIFORNIA

APPROVED AS TO FORM:

_____
City Attorney and Agency Counsel

66/2327 0044

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EXHIBIT A

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located 2321-2323 North Catalina Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 100 AND 101 IN TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

66 1231 0044

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On June 17, 2004, before me, SHERYL K. Friedman, Notary Public,
(Print Name of Notary Public)

personally appeared Mary J. ALVORD

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHERYL K. FRIEDMAN
Commission # 1372001
Notary Public - California
Los Angeles County
My Comm. Expires Aug 27, 2006

WITNESS my hand and official seal.

Sheryl K Friedman
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Redevelopment Agency of the City of Burbank

DESCRIPTION OF ATTACHED DOCUMENT

Regulatory Agreement
Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LA)

On 6-17-4, before me, Kim De Grandis, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G. Cottriel

☑ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KIM DE GRANDIS
Commission # 1393760
Notary Public - California
Los Angeles County
My Comm. Expires Jan 14, 2007

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

1208

AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS

THIS AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS (the "Amendment") is entered into as of September 23, 2010, among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency") and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer" or "BHC").

RECITALS

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, *et seq*, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 *et seq*.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, *et seq*., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve Two Hundred and Seventy-Five (275) units of low-to-moderate income households. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, the Agency, City, and BHC entered into an affordable housing agreement for the property located at 2331-2333 North Fairview to acquire, rehabilitate, and provide three (3) affordable rental units. (hereafter referred to as "Project No.1").

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and provide four (4) affordable rental units located at 3000-3006 Thornton Avenue ("Project No.2").

G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and provide 65 affordable units located at 199 West Elmwood Avenue 153, 158-159,164-165, 170-171, 188, 194 Elmwood. This Elmwood project is collectively referred to as "Project No.3".

H. The Elmwood Project, Project No. 3, is being amended through the Amendment No. 2 to the Affordable Housing Agreements and related Regulatory Agreement, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

I. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and provide seven (7) affordable rental units located at 1721 Elliot Drive. The Elliot project is hereafter "Project No. 4".

J. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue to acquire, rehabilitate, and provide one (1) affordable rental unit. The 3030 Thornton Avenue project is hereafter "Project No. 5".

K. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement and amended on January 15, 2008 (Amendment No. 2) whereby BHC agreed to rehabilitate and provide 70 affordable rental units located at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. The aforementioned project is hereafter referred to as "Project No. 6".

L. The Peyton- Grismer Project, Project No. 6, is being amended through Amendment No. 2 to the Affordable Housing Agreements and related amended Regulatory Agreements, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

M. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven (7) units at 2325 and 2335 Fairview Street (hereafter "Project No. 7").

N. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement to acquire, rehabilitate, and provide fourteen (14) affordable rental units located at 2321 North Fairview Street and 2321-2323 North Catalina Street. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

O. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood to provide thirty (30) affordable housing rentals located at 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

P. As part of the Keeler Homeownership Development June 16, 2009, 1902 Keeler Avenue ("Project No. 10") has been removed from the Master Loan process and treated individually. Therefore, Project No. 10 is hereby intentionally deleted.

Q. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC to provide five (5) affordable rental units located at 313 and 427 West Valencia Avenue. The aforementioned property is hereafter referred to as "Property No. 11".

R. On April 4, 2006, the City, Agency, and BHC entered into an Affordable Housing Agreement for the purchase and rehabilitation of ten (10) rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue (Property No.12).

S. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide eight (8) affordable rental units. (Property No. 13).

T. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six (6) rental units at 2219 and 2329 North Niagara Street. (Property No. 14).

U. On November 18, 2008, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2406 North Naomi Street which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 15.)

V. On January 6, 2009, the Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to acquire, rehabilitate, and provide34 affordable rental units at 275 West Verdugo Avenue. (Property No. 16.)

W. On September 29, 2009, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2615 Thornton Avenue which was acquired and rehabilitated to provide four (4)affordable rental units. (Property No. 17.)

X. On August 17, 2010, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 225 Linden Avenue which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 18.)

Y. BHC has performed or is currently performing all of its obligations under the affordable housing agreements (the "AHA") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual AHA's and Regulatory Agreements exclusive to each property. The parties desire to amend each of the AHAs and the corresponding Regulatory Agreements for Projects 1-18 to provide for flexibility in the affordability restrictions to meet community demand.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment to Properties No. 3 and No. 6. Each Affordable Housing Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

2. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

3. **Amendment to the Regulatory Agreement.** The Affordable Housing Agreements and Regulatory Agreements applicable to Projects No. 1-17 are hereby amended to reflect the changes set forth in this AHA No. 2. The AHA's and Regulatory Agreements for Projects No. 1-17, shall remain in full force and effect except as to that reflected in this Agreement (Amendment No.2) and the attached Regulatory Agreement. It is not the intent to modify any other provision of the documents as to all of the aforementioned projects except for Projects Nos. 3 and 6. Should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath

Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By:

Michael S. Flad, City Manager

Justin Hess, Deputy City Manager

ATTEST:

Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Michael S. Flad, Executive Director
Justin Hess, on behalf of

ATTEST:

Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

Attachment

Regulatory Agreement Amendment

1208

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CITY, STATE ZIP CODE	BURBANK CA 91510



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TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

3

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Redevelopment Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this 23RD day of September, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of September 23, 2010, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions . The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

NOW, THEREFORE, the parties hereto agree as follows:

1. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established

by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

2. **Amendment to Properties No. 3 and No. 6.** Each Affordable Housing Agreement and Regulatory Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement and Regulatory Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

6

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

3. **Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Greg Herrmann, Interim Assistant Community Development Director

ATTEST:

_____
Margarita Campos, CMC, City Clerk

OFFICIAL SEAL

7

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

Mary F Riley

By: Mary F. Riley
Senior Assistant City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Greg Herrmann, Interim Asst. Executive Director

ATTEST:

Margarita Campos

Margarita Campos, CMC, Agency Secretary

REDEVELOPMENT AGENCY ORGANIZED MAY 12, 1970 CITY OF BURBANK, CALIFORNIA

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

Mary F Riley

By: Mary F. Riley
Senior Assistant City Attorney

8

ACKNOWLEDGMENT

State of California }ss.
County of Los Angeles }

On **September 10, 2010**, before me, **Maria D. Wilson**, Notary Public, personally appeared Peter J. McGrath, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA D. WILSON
COMM. # 1840452
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAR. 14, 2013

Maria D. Wilson
Maria D. Wilson

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name:

o Individual

o Corporate Officer—Title: _____

o Partner -- o Limited o General

o Attorney in Fact o Trustee

o Guardian or Conservator

o Other:

Signer is Representing: _____

ACKNOWLEDGEMENT

State of California } ss.
County of Los Angeles }

On September 17, 2010, before me, Juan M. Salcido, Notary Public, personally appeared Greg Herrmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VRS1 JUAN M. SALCIDO COMM. # 1881860 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Mar. 6, 2014 VRS1

Juan M. Salcido, Notary Public

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: September 17, 2010 Number of Pages:

Signer(s) Other than Named Above: _____

Capacity (ies) Claimed by Signer

Signer's Name: Greg Herrmann

☐ Individual

☐ Corporate Officer – Title:

☐ Partner--☐ Limited☐ General

☐ Attorney in Fact ☐ Trustee

☒ Other:

Signer is Representing: Community Development Department

ACKNOWLEDGEMENT

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Signer's Name: Greg Herrmann

☐ Individual

☐ Corporate Officer – Title:

☐ Partner--☐ Limited☐ General

☐ Attorney in Fact ☐ Trustee

☒ Other:

Signer is Representing: Community Development Department

EXHIBIT A

LOS ANGELES COUNTY RECORDER'S RECORDATION NUMBERS

[to be inserted]

Burbank Housing Corporation
Projects List

Recordation Information of Regulatory Agreement	Commonly Known As
Instrument No. 2000-1779212	**2331-2333 N. Fairview Street** Burbank 91504
Instrument No. 2001-0849604	**3000-3006 Thornton Avenue** Burbank 91504
Instrument No. 2003-1634472	**153, 158-159, 164-165, 170-171, 188, 194 W. Elmwood Avenue** Burbank 91502
Instrument No. 2002-2104968	**1721 Elliott Drive** Burbank 91504
Instrument No. 2001-0849604	**3030 Thornton Avenue** Burbank 91504
Instrument No. 2006-1250632 Instrument No. 2008-0233892 (Amended)	**1801 - 1815 Grismer Avenue 1729-1735 Elliot Drive** Burbank 91504
Instrument No. 2004-0057447	**2325 & 2335 N. Fairview Street** Burbank 91504
Instrument No. 2000-1779211	**2321 - 2323 N. Catalina Street** Burbank 91504
Instrument No. 2005-1068729	**220 W. Tujunga Avenue** Burbank 91502
Instrument No. 2005-1068729	**237 W. Verdugo Avenue** Burbank 91502
Instrument No. 2005-1068729	**241 - 243 W. Verdugo Avenue** Burbank 91502
Instrument No. 2005-1068729	**257 W. Verdugo Avenue** Burbank 91502
Instrument No. 06-0572613 (313 Valencia) Instrument No. 06-0572609 (427 Valencia)	**313 & 427 W. Valencia Avenue** Burbank 91506
Instrument No. 2006-076325	**157 & 159 W. Linden Avenue 160 W. Elm Court** Burbank 91502
Instrument No. 2005-1068729	**261 W. Verdugo Avenue** Burbank 91502
Instrument No. 2007-0194392	**2219 & 2329 N. Niagara Street** Burbank 91504
Instrument No. 2008-2080847 Instrument No. 2009-1538359 (Amended)	**2406 North Naomi Street** Burbank 91504
Instrument No. 2009-0050395	**275 W. Verdugo Avenue** Burbank 91502
Instrument No. 2009-1549685	**2615 Thornton Avenue** Burbank 91504
Instrument No. 2010-01203469	**225 W. Linden Avenue** Burbank 91502

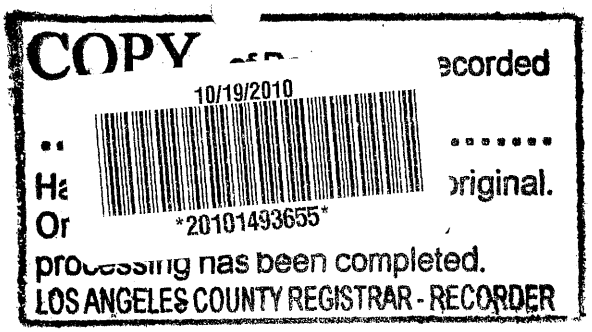
RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

NAME CITY CLERK

MAILING ADDRESS CITY OF BURBANK
P O BOX 6459

CITY, STATE ZIP CODE BURBANK CA 91510



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TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

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See File 1208 for full copy of agreement

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NAME	CITY CLERK
MAILING ADDRESS	CITY OF BURBANK P O BOX 6459
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3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Redevelopment Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

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1208
RA-41

6

city of burbank
community development department

memorandum

DATE: September 14, 2010

TO: City Council and Redevelopment Agency Board

BY: RDG

FROM: Greg Herrmann, Interim Community Development Director/Interim Assistant Executive Director
Ruth Davidson-Guerra, Assistant Community Development Director for Housing and Redevelopment
BY: Arelene Roldan, Housing Development Manager

SUBJECT: BURBANK HOUSING CORPORATION PROPOSAL TO AMEND AFFORDABLE HOUSING AGREEMENTS TO INCREASE HOUSING OPPORTUNITIES FOR LOWER INCOME HOUSEHOLDS TO MEET COMMUNITY NEED

PURPOSE

The purpose of this report is to provide information to the Burbank City Council (City) and Burbank Redevelopment Agency Board (Agency) to consider amending agreements that will redefine the income and affordability requirements as previously approved by and between the City and the Burbank Housing Corporation (BHC) and by and between the Agency and BHC. The objective of these amendments is to increase affordable housing opportunities to meet the current housing demand of the community. This action will meet the City Council's goal of Sustainability by improving environmental and social sustainability within the City.

BACKGROUND

Since 1997, the City has implemented a pro-active approach to neighborhood revitalization in partnership with BHC. The City and the Agency have extended funding to BHC to assist in the acquisition and rehabilitation of distressed residential properties as a strategy for upgrading neighborhoods in decline and maintaining rents at an affordable rate. By investing resources to improve the housing stock, provide affordable housing opportunities, and develop neighborhood-based Family Resource Centers, our partnership with BHC has improved the quality of life for Burbank residents in the Elmwood, Verdugo-Lake, Golden State, Peyton-Grismer, and Lake-Alameda Focus Neighborhoods (Focus Neighborhoods).

These efforts have been consistent with several housing objectives and programs of the City's Affordable Housing Strategy, first set forth by the Blue Ribbon Task Force on Affordable Housing as approved by the City and Agency in 2003.

28,206
R-2239

Affordable Housing Properties

BHC currently operates or is in the process of improving properties with over 270 affordable housing units within the Focus Neighborhoods. Each of these properties have been developed to provide affordable rental housing opportunities to assist Burbank households earning 120 percent of area median income, defined by California Redevelopment Law (CRL) as Low and Moderate Income Households. The table below reflects the number of housing units produced within each Focus Neighborhood. The table also includes the total units within the BHC's Transitional Housing Program.

Burbank Housing Corporation
Affordable Housing Portfolio

Focus Neighborhoods & Transitional Housing Program	Number of Units
Elmwood Focus Neighborhood	65
Verdugo-Lake Focus Neighborhood	72
Golden State Focus Neighborhood*	36
Peyton-Grismer Focus Neighborhood**	77
Lake-Alameda Focus Neighborhood	9
Transitional Housing Program*	16
TOTAL	275

* Includes properties currently being rehabilitated by BHC.
** Excludes eight units within the Keeler-Elliott Homeownership Development.

Income and Affordability Requirements

Each of the affordable housing properties are subject to agreements imposing long-term covenants and restrictions securing affordability for the longest feasible time. CRL's affordability duration is 55 years for rental housing; BHC's affordability term is in perpetuity. These agreements have been recorded with Los Angeles County and will run with the land. The affordability restrictions require BHC to lease units to income-qualified households at the defined affordable housing rent, and the restrictions vary from project to project. The U.S. Department of Housing and Urban Development (HUD) annually establishes income limits for each State based on the area median income. Thereafter, the Department of Housing and Community Development (HCD) officially publishes the income qualification standards for each County, adjusted by household size and applicable rents are established using the methodology established by CRL[1].

[1] Pursuant to California Redevelopment Law Section 50106, 50105, 50079.5, and 50093.

BHC's affordable housing units are targeted to households that fall within four basic income categories. Using the 2010 affordability standards, below is a sample of income limits adjusted by household size.

State Income Limits for Los Angeles County (2010)

Income Level	1 person household	2 person household	3 person household	4 person household
Extremely-Low (30% of AMI)	$17,400	$19,900	$22,400	$24,850
Very-Low (50% of AMI)	$29,000	$33,150	$37,300	$41,400
Low (80% of AMI)	$46,400	$53,000	$59,650	$66,250
Moderate (120% of AMI)	$52,900	$60,500	$68,050	$75,600

Area Median Income (AMI): $63,000

As mentioned earlier, the affordability requirements vary from project to project. Over the years, the terms of affordability and rent requirements have changed to assist the varying income of households, as well as providing BHC with the greatest flexibility to meet the changing needs of the community. For example, older agreements impose affordability requirements that are specific to bedroom size. Some agreements include "floating" units, which authorize BHC to assign affordability requirements to any bedroom size as long as the total number of units and bedroom mix satisfies the overall unit requirements. Finally, more recent agreements allow BHC with the most flexibility by designating units "up to" the affordability benchmark (described above). This final structure is included in more recent agreements, such as the acquisition of four units located at 225 Linden Avenue (approved in August 2010). Three of the four units are designated to households who earn "up to" the very-low income limit, and one unit is designated to a household who earns "up to" the moderate-income limit. BHC can technically rent the three very-low income units to a household who does not exceed the very-low income household limit, which includes extremely-low income households. The moderate-income unit can be rented to all income categories, which includes extremely-low, very-low, and low income households.

The table below summarizes the number of units for each target income category within BHC's portfolio:

Income Category	# of Restricted Units
Extremely-Low	7
Very-Low	72
Low	110
Moderate	86
TOTAL	**275**

Moderate-Income Vacancy Challenges

Due to increasing unemployment rates, housing vacancies are rising and rents are falling across the country. Due to the downward economic and housing market trends, BHC has faced challenges in leasing the units designated to moderate-income households. The recession has decreased market-rents to levels equivalent to or below moderate-income rent designations, leaving moderate-income restricted units vacant for extended periods of time due to more attractive market rates and areas elsewhere in the city. During the 2008 and 2009 calendar years, the highest number of units vacant at one time was 13 and 22 moderate units, respectively.

As part of the Agency's continuous housing market analysis[2], a rent survey was conducted in May 2010 to evaluate rental trends within Burbank. Included in the analysis was a detailed comparison of rental trends over the past three years within the city and regionally. The housing analysis reports the average monthly rent declining 3.2 percent between 2008 and 2009, and vacancy rates increasing by 0.4 percent between 2008 and 2009. Below is a rent survey comparison of restricted moderate-income rents within the Focus Neighborhoods and of the average market-rate rents. The chart exhibits that the market rents are less than the restricted rents. Therefore, the demand for moderate-income rental units does not exist in the community based on market-rate rents.

Bedroom Size	Market-Rate Rent (2010)	Moderate-income Rent[3] (2010)
1	$1,056	$1,386
2	$1,243	$1,559
3	$1,472	$1,733

Marketing Campaign

Even with market-rate rents declining, BHC continued to market the moderate units to meet agreement obligation. Over a two-year time period, both BHC and Agency staff developed an aggressive marketing strategy to fill the vacant moderate units and to build up a moderate-income waiting list. The marketing strategy was implemented in March 2009 and included new advertising materials, expanded and targeted marketing, rent specials and promotions. BHC also systematically reviewed the waiting list identifying families at the high end of the low-income category that could graduate into the moderate-income category; and have the ability to pay moderate-income rent in the near future. The following was executed over a one-year term[4]:

- In March 2009, a marketing flier and e-mail was targeted to employers of the Burbank Workforce (i.e. Burbank Unified School District, Chamber of Commerce,

[2] Housing market trends are published annually within the Agency's Housing Profile summarizing statistics of the previous year.

[3] Pursuant to Health and Safety Code Section 50053 (b)(4) and established by HCD, affordable rents for moderate income households are calculated using the following formula: Product of 30% times 110% of area median income, adjusted for household size appropriate for the unit.

[4] Modifications were approved by Agency staff and modifications are consistent with existing agreements.

Los Angeles Superior Court, Woodbury University, studios, childcare centers, and other local educational institutions.) In April 2009, a separate advertisement was placed in the Burbank City Employee Hotline for four weeks (two pay periods).

- Since June 2009, a leasing strategy has been implemented where BHC modifies new applicant criteria/eligibility, waived credit report fees, offered rent reductions, and offered rent/move-in specials.
- Since July 2009, marketing continues with posting vacancy banners and running multiple advertisements in various mediums such as the Burbank Leader, Craigslist, Penny Saver, and Westside Rentals.

This concerted effort has allowed BHC to fill the vacant moderate units, but the issue persists. To date, approximately ten moderate units remain vacant, while a pool of over 200 extremely-low, very-low, and low-income families remain on BHC's waiting list for an available affordable unit.

ANALYSIS

Despite best efforts, the moderate-income units remain vacant for extended periods of time while the demand for affordable units for households who earn less than moderate-income households is evidenced by the waiting list. To better meet the community need for affordable housing and fill the current moderate-income unit vacancies, BHC submitted a proposal (EXHIBIT A) requesting the City and Agency to consider amending certain agreements to increase the number of extremely-low, very-low, and low-income units by reducing the number of moderate-income units.

Unit Re-Designation Proposal

The proposal identifies two properties containing the highest percentage of moderate units and the greatest number of vacancies: the Elmwood Focus Neighborhood consisting of 65 units and Peyton Grismer Focus Neighborhood consisting of 70 units[5]. following proposed unit re-designations by property will create additional housing opportunities for lower income Burbank families and eliminate chronic vacancies:

Property	Affordability	Current	Proposed	Change
Elmwood[6]	Extremely-Low	0	7	+7
	Very-Low	19	25	+6
	Low	23	23	0
	Moderate	23	10	-13
Peyton-Grismer[7]	Extremely-Low	0	13	+13
	Very-Low	14	20	+6
	Low	19	25	+6
	Moderate	37	12	-25

[5] The proposal excludes units within the Keeler-Elliott Homeownership Development and 1721 Elliott Avenue. These properties maintain their own agreement and will not be modified.
[6] Elmwood consists of 153, 158, 159, 164, 165, 170, 171, 188, 194, and 199 Elmwood.
[7] Peyton-Grismer consists of 1729-1735 Elliott and 1801-1815 Grismer.

Provide consistency for all BHC properties

As previously mentioned, the affordability and rent restrictions that BHC must follow are project-specific and varies with each property acquisition. Each property has its own affordability and restriction terms that prohibit BHC from renting to households other than the designations, limiting their ability to adjust to the demands of the community. At the time those agreements were approved, the designations and restrictions fit with the economic climate and housing need. However, to effectively respond to shifts in the economy and the housing market, staff recommends amending all previously executed agreements to allow, upon Agency staff approval, BHC to lease their affordable units below the income level designation or to rent "up to" the designations noted for the property. This ability has already been implemented with recent acquisition transactions. The purpose of this change is to establish consistency within all BHC agreements, reduce vacancy rates, and optimize the City's affordable housing production. This new structure of affordability and rent restrictions would be used for future property acquisitions.

If approved it is the intent of Agency and BHC staff to utilize the "up to" method as a last resort to prevent long-term vacancies over 90 days. Upon 90 days, BHC will be required to obtain Agency approval to rent a unit to a household below the targeted unit designation; BHC must restore affordability requirements with the next available unit. In addition, BHC will be responsible for maintaining a healthy mix of rental units that will generate enough income to cover operational expenses when implementing the "up to" method.

PROS and CONS of Proposed Re-Designation

Based on analysis conducted by staff, if the re-designations are approved, the immediate benefit to BHC is filling the vacancies that will effectively generate income. Furthermore, BHC would be able to provide new housing opportunities to lower income Burbank residents who have been waiting for an extensive length of time, in some instances the wait has been as long as four years.

In addition, as part of the City's housing production requirements, funds spent from the Low Moderate Income Housing Fund must be at least in proportion to the community's need for housing for households of such income levels. As identified in the 2009-2014 Implementation Plan (Plan), based on the housing fund allocation for the Plan period, an increase of very-low income units must be produced to meet this income target goal by 2014.

While income targeting has improved within the last few years, the income targeting goals for the 2009-2014 Plan period fall short of the extremely-low and very-low requirement, which is currently at 35 percent for the Plan period in comparison to the required 43 percent. The proposed re-designations within BHC's portfolio will increase the extremely-low and very-low percentage to 48 percent; surpassing the Agency's goal of 43 percent. It should be noted that the existing and proposed income target goals will

change as additional affordable housing is developed. Therefore, staff will continue to monitor proportionality requirements hand-in-hand with affordable housing production.

The table below provides a comparison of the Agency's proportionality goals for the Plan period; estimated production as identified within the Implementation Plan; and estimated production as a result of the proposed affordability modifications.

2009-2014 Plan Period
Proportionality Income Target Goals

	Required	Estimated	Proposed
Extremely-Low & Very-Low	>43%	35%	48%
Low	>27%	38%	35%
Moderate	<30%	27%	17%

As discussed above, with the proposed changes to re-designate the moderate units to lower designations, BHC will be able to fill the units immediately with households awaiting an affordable housing opportunity and the Agency will surpass the extremely-low and very-low proportionality income targeting goal.

Based on a preliminary budget provided by BHC, staff concluded that there are no significant financial implications to the Agency or BHC. However, a potential long-term financial implication may be a reduction of residual receipt payments. The revised designations will coincide with an appropriate and reduced rental rate which will effectively reduce BHC's annual rental income, therefore, reducing the amount of residual receipt payments to the Agency. The reduction of rents will not affect the integrity and operations of the properties as BHC will have sufficient cash flow funding to maintain all of the properties within their portfolio. While there could be an argument that the proposed adjustments would lower BHC's rental income revenue, a counter argument would suggest that this proposal would enhance BHC's cash flow as units currently sit vacant, generating no income revenue. More importantly, these proposed adjustments will provide housing for households having an immediate need for affordable housing.

FISCAL IMPACT
There is no fiscal impact to the General Fund.

There is no immediate fiscal impact to the Agency. The long-term financial implications may be a reduction of residual receipt payments from BHC.

CONCLUSION
To meet the demands of the community and fill the current moderate-income unit vacancies, BHC submitted a proposal requesting the City and Agency consider amending certain agreements by reducing the number of moderate-income units and increasing the number of extremely-low, very-low, and low-income units. The proposal

identifies two properties that have the highest vacancies: the Elmwood Focus Neighborhood and Peyton-Grismer Focus Neighborhood. Both are the two largest properties that BHC oversees and have the highest number of moderate-income unit designations. If this proposal is approved, it would allow BHC to immediately fill their vacancies with households that have been languishing on the wait list and stop the loss of rental income. In addition, the long-term benefit would address the community need by increasing the number of affordable units that best fit the housing demand.

In addition to the proposed re-designations of moderate units, in order to limit the potential of vacancies, staff is recommending amending affordability and rent restrictions to allow BHC to rent "up to" the target designation. This language has been implemented with recent acquisitions, as well as the acquisition of 225 Linden Avenue approved in August 2010. Staff recommends that all previous agreements be amended to maintain consistency in all BHC properties. If approved, BHC would be able to rent units to households below any given income category; reduce vacancy rates; and optimize the City's affordable housing production. This consistent affordability and rent restriction would also be used for future property acquisitions.

RECOMMENDATION

Staff recommends that the City of Burbank and Burbank Redevelopment Agency Board adopt the attached resolutions approving agreements with the Burbank Housing Corporation that will modify the affordable housing income and affordability restrictions.

1208

AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS

THIS AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS (the "Amendment") is entered into as of September 23, 2010, among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency") and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer" or "BHC").

RECITALS

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, *et seq*, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 *et seq*.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, *et seq*., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve Two Hundred and Seventy-Five (275) units of low-to-moderate income households. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, the Agency, City, and BHC entered into an affordable housing agreement for the property located at 2331-2333 North Fairview to acquire, rehabilitate, and provide three (3) affordable rental units. (hereafter referred to as "Project No.1").

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and provide four (4) affordable rental units located at 3000-3006 Thornton Avenue ("Project No.2").

G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and provide 65 affordable units located at 199 West Elmwood Avenue 153, 158-159,164-165, 170-171, 188, 194 Elmwood. This Elmwood project is collectively referred to as "Project No.3".

H. The Elmwood Project, Project No. 3, is being amended through the Amendment No. 2 to the Affordable Housing Agreements and related Regulatory Agreement, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

I. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and provide seven (7) affordable rental units located at 1721 Elliot Drive. The Elliot project is hereafter "Project No. 4".

J. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue to acquire, rehabilitate, and provide one (1) affordable rental unit. The 3030 Thornton Avenue project is hereafter "Project No. 5".

K. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement and amended on January 15, 2008 (Amendment No. 2) whereby BHC agreed to rehabilitate and provide 70 affordable rental units located at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. The aforementioned project is hereafter referred to as "Project No. 6".

L. The Peyton- Grismer Project, Project No. 6, is being amended through Amendment No. 2 to the Affordable Housing Agreements and related amended Regulatory Agreements, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

M. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven (7) units at 2325 and 2335 Fairview Street (hereafter "Project No. 7").

N. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement to acquire, rehabilitate, and provide fourteen (14) affordable rental units located at 2321 North Fairview Street and 2321-2323 North Catalina Street. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

O. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood to provide thirty (30) affordable housing rentals located at 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

P. As part of the Keeler Homeownership Development June 16, 2009, 1902 Keeler Avenue ("Project No. 10") has been removed from the Master Loan process and treated individually. Therefore, Project No. 10 is hereby intentionally deleted.

Q. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC to provide five (5) affordable rental units located at 313 and 427 West Valencia Avenue. The aforementioned property is hereafter referred to as "Property No. 11".

R. On April 4, 2006, the City, Agency, and BHC entered into an Affordable Housing Agreement for the purchase and rehabilitation of ten (10) rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue (Property No.12).

S. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide eight (8) affordable rental units. (Property No. 13).

T. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six (6) rental units at 2219 and 2329 North Niagara Street. (Property No. 14).

U. On November 18, 2008, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2406 North Naomi Street which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 15.)

V. On January 6, 2009, the Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to acquire, rehabilitate, and provide34 affordable rental units at 275 West Verdugo Avenue. (Property No. 16.)

W. On September 29, 2009, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2615 Thornton Avenue which was acquired and rehabilitated to provide four (4)affordable rental units. (Property No. 17.)

X. On August 17, 2010, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 225 Linden Avenue which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 18.)

Y. BHC has performed or is currently performing all of its obligations under the affordable housing agreements (the "AHA") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual AHA's and Regulatory Agreements exclusive to each property. The parties desire to amend each of the AHAs and the corresponding Regulatory Agreements for Projects 1-18 to provide for flexibility in the affordability restrictions to meet community demand.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment to Properties No. 3 and No. 6. Each Affordable Housing Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

2. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

3. Amendment to the Regulatory Agreement. The Affordable Housing Agreements and Regulatory Agreements applicable to Projects No. 1-17 are hereby amended to reflect the changes set forth in this AHA No. 2. The AHA's and Regulatory Agreements for Projects No. 1-17, shall remain in full force and effect except as to that reflected in this Agreement (Amendment No.2) and the attached Regulatory Agreement. It is not the intent to modify any other provision of the documents as to all of the aforementioned projects except for Projects Nos. 3 and 6. Should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath

Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By:

Michael S. Flad, City Manager

Justin Hess, Deputy City Manager

ATTEST:

Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Michael S. Flad, Executive Director
Justin Hess, on behalf of

ATTEST:

Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

Attachment

Regulatory Agreement Amendment

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Redevelopment Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this ____ day of _____, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of _____, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions . The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

NOW, THEREFORE, the parties hereto agree as follows:

1. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established

by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

2. **Amendment to Properties No. 3 and No. 6.** Each Affordable Housing Agreement and Regulatory Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement and Regulatory Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

3. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Greg Herrmann, Interim Assistant Community Development Director

ATTEST:

_____
Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Greg Herrmann, Interim Asst. Executive Director

ATTEST:

Margarita Campos, CMC, Agency Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

EXHIBIT A

LOS ANGELES COUNTY RECORDER'S RECORDATION NUMBERS

[to be inserted]

ATTACHMENT 9 - 173

1208
RA82

This page is part of your document - DO NOT DISCARD

03-1634472

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
9:01 AM JUN 09 2003

TITLE(S) :

LEAD SHEET

FEE

FREE W

24

D.T.T

CODE
20

CODE
19

CODE
9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

THIS FORM NOT TO BE DUPLICATED

R-2041
26,334
10/1/02

2

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

03-1634472

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED
REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of October 4, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement" recorded on December 28, 1999, recording no. 99-2382117), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

PROJECT MONITORING CHECKLIST
(CEQA Mitigation Measures)

PROJECT NAME Planned Development No. 2002-2 with... Development Review No. 2002-42 .....

FILE NUMBER Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St. .....

APPROVAL DATE proposed March 11, 2003 .....

ENVIRONMENTAL Prepared January 30, 2003 .....

All of the mitigation measures required for this project are consolidated on this checklist for the purpose of monitoring them for completion as a part of the project approval process. Each responsible department/division will assign a deadline for completion of the conditions it has required. Numbers of conditions are entered in the appropriate column. A signature at each point in the approval process indicates completion of conditions required by a responsible department/division at that point in time. Final approval for C of O must be obtained from the Planning Division.

RESPONSIBLE DEPARTMENT/ DIVISION	I DEMOLITION	II DURING DEMOLITION	III GRADING	IV BUILDING PERMIT	V DURING CONSTRUCTION	VI CERTIFICATE OF OCCUPANCY	VII OTHER	ONGOING
CDD - Building	1-6	1-6	1-6	1-6	1-6			
CDD - Planning	5, 6	5, 6	5, 6	5, 6	5, 6		7 (design)	
PWD - General	5, 6	5, 6	5, 6	5, 6	5, 6			

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of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

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"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

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a. For Very Low Income Households: the lesser of (a) One-Twelfth (1/12th) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

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conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

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To Agency:	Redevelopment Agency of the City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Assistant Executive Director
To City:	City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Community Development Director
To Nonprofit:	Burbank Housing Corporation 241 West Verdugo Avenue Burbank, California 91510 Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

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IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Michael J. Garcia, Assistant City Attorney

03 1634472

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

03 1634472 2

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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03 1634472

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: City Manager

Signer is representing:
Name Of Person(s) Or Entity(ies)
City of Burbank

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

23

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

03 1634472

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: Executive Director

Signer is representing:
Name Of Person(s) Or Entity(ies)

Burbank Redevelopment Agency

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt.
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

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03 1634472

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Gail Coffelt

Date Commission Expires 5-18-04

Notary Identification Number 1264198
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number NNAI
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration Burbank

Date 5-1-03

Signature (Firm name, if any)

GAIL COFFELT
Commission # 1264198
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2004

NNAI NNAI

25

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

03 1634472

On August 22, 2003 before me, Gail Coffelt, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G. Cottrell,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

1208
1102
RA 82

3

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: October 1, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/
Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment
and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Amendment to Regulatory Agreements Between the City of Burbank, the Burbank Redevelopment Agency and the Burbank Housing Corporation Governing Properties on West Elmwood

PURPOSE

The purpose of this report is to provide information for the City of Burbank and the Burbank Redevelopment Agency (hereinafter generally referred to as City/Agency) to consider terminating the Regulatory Agreement with the Burbank Housing Corporation (BHC) for 199 West Elmwood and including those conditions in an amended Regulatory Agreement governing ownership of 59 units sold to the BHC (153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue) under a Purchase and Sale Agreement. The intent of this action is to integrate the terms of occupancy and affordability into one master recorded document.

BACKGROUND

On November 30, 1999, the City/Agency approved a Purchase and Sale Agreement with the BHC for the disposition of 153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue. The sale of these 59-housing units plus the Achievement Center included various conditions restricting housing operations, e.g., occupancy, and affordability. On July 10, 2001, the City/Agency entered into an Affordable Housing Agreement to assist the BHC acquire and rehabilitate a six-unit apartment building at 199 West Elmwood Avenue and to amend and restate the Promissory Note for the earlier approved 59-unit BHC project on Elmwood to integrate the debt and revenue generated by the two projects on Elmwood.

R-2041
26,334
10-1-02

ANALYSIS

The Affordable Housing Agreement for 199 West Elmwood and the Purchase and Sale Agreement for other BHC-owned properties on West Elmwood each provide for a Regulatory Agreement that serves as the recording instrument for the covenants, conditions and restrictions placed on the BHC's property operations by the City/Agency for each project. While all the terms are identical for the two projects, occupancy and affordability restrictions are project specific and thereby unduly complicate BHC lease-up of units. This is a property management issue that would only increase should the BHC later acquire other properties on West Elmwood with each also generating a separate Regulatory Agreement. Consequently, staff is supporting the BHC's recommendation that the two Regulatory Agreements be melded together into one Regulatory Agreement that applies to both transactions, and that provides BHC with greater flexibility when leasing units. Staff is also recommending adjusting the occupancy standard to conform to recent transactions with the BHC. Following is a synopsis of the proposed amended Regulatory Agreement.

- **Occupancy and Affordability Requirements**

  Occupancy (also referenced as income restrictions) and affordability (rent restrictions) set forth in the Purchase and Sale Agreement (59-unit project) and the Affordable Housing Agreement (six-unit project at 199 West Elmwood Avenue) were recorded via a Regulatory Agreement for each project. The Regulatory Agreement for the purchase by BHC of the 59 Elmwood units distributed occupancy and affordability accordingly: 19 very low-income units, 20 lower-income units and 20 moderate- income units. Under the Regulatory Agreement (Section 4) for 199 West Elmwood, affordability and income covenants stipulate that three two-bedroom units will be HOME restricted for low-income households and the remaining three two-bedroom units will be affordable to moderate-income households.

  The amended Regulatory Agreement will combine the terms of the two aforementioned agreements as shown below.

Income/Rent Requirements	Regulatory Agreements		
	Elmwood (59-Units)	199 Elmwood	Amended Agreement
Very Low-Income/Set-Aside Rents	1		1
Very Low-Income/HOME Rents	18		18
Lower-Income/Set-Aside Rents	20		20
Lower-Income/HOME Rents		3	3
Moderate-Income/Set-Aside Rents	20	3	23
Totals	**59**	**6**	**65**

The Affordability Period in the Amended Regulatory Agreement will continue requiring income and rent restrictions to extend in perpetuity.

- **Property Maintenance**

  This section would be unchanged, except as it relates to occupancy standards described below. The BHC is required to maintain the Project in accordance with all applicable local codes, rehabilitation standards, ordinances and zoning ordinances as required by Section 92.251 of the HOME Regulations and at a standard of maintenance commensurate with similar housing units within Los Angeles County.

  An occupancy standard is imposed to guard against overcrowded conditions. The amended Regulatory Agreement reduces the maximum household size from an earlier limit of two persons per bedroom plus two additional persons (e.g., a two-bedroom unit would have a maximum household size of six persons) to two persons per bedroom plus one additional person (the same example for a two-bedroom would have a maximum occupancy of five persons). However, no residents as of the date of this amended Regulatory Agreement would be evicted from their apartment units if they do not meet the revised occupancy standards requirements.

  At the request of the Council and Agency, staff has attached a report regarding an alternative occupancy standard (Exhibit B) under the Uniform Housing Code of UHC (Section 503.2). The UHC provides for an occupancy standard tied the square footage of a unit; however, staff believes that the current standard of two persons per bedroom plus one person, which is patterned after federal housing quality standards, is a preferable requirement.

  The amended Regulatory Agreement would continue requiring periodic inspections and allow the City/Agency to abate property violation and attach a lien upon the Project or assess the BHC, if the BHC fails to maintain the Project. The City/Agency has authority to require replacement of a property manager due to poor performance and to approve another property manager or property management company.

- **Approval of Sale, Transfer or Assignment**

  This section remains unaltered. Covenants run with the land and all of the terms, covenants and conditions are binding upon the BHC and any "permitted" successors and assigns. The Project may not be sold, transferred, conveyed, encumbered to secure financial experience and capability, who would be required to assume the obligations of the BHC under the Agreement and would be considered a community housing development organization or CHDO.

FISCAL IMPACT

Amending the Regulatory Agreement for West Elmwood properties owned by the BHC will have no financial impact to the City/Agency.

RECOMMENDATION

City Council

Staff recommends that the City Council adopt the proposed resolution.

Redevelopment Agency

Staff recommends that the Redevelopment Agency adopt the proposed resolution.

EXHIBITS:

A Amended Regulatory Agreement
B Occupancy Standard Memorandum

199amndelmwdagra.doc

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of _____, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement"), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

a. For Very Low Income Households: the lesser of (a) One-Twelfth (1/12th) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

To City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Community Development Director

To Nonprofit: Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

_____
Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

_____
Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Michael J. Garcia, Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: October 1, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/ Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Occupancy Standards

At the August 27, 2002 joint meeting of the Council and Agency, staff was instructed to return with information regarding an alternative occupancy standard predicated upon the square footage of a unit. In recent years, the Agency has established an occupancy standard in all projects it assists that limits the number of household members to two persons per bedroom plus one additional member, which meets the federal Housing Quality Standards or HQS definition under 24 CFR.982.401 (d)(2)(iii). The U. S. Department of Housing and Urban Development (HUD) requires that a Housing Authority administering HQS must "provide for the smallest number of bedrooms needed to house a family without overcrowding" and comply with HQS space requirements, which stipulates that "The dwelling unit must have at least one bedroom or living/sleeping room for each two person."[1]

As with many jurisdictions, the Agency (and the City's Housing Authority) has increased the HQS minimum standard to allow an additional household member. In addition to not reducing the HQS standard below HQS occupancy limits, this measure also accommodates households with children of differing genders, while also staving off any fair housing concern about the Agency dictating housing choices.

---

[1] *(d) Space and security-- (1) Performance requirement. The dwelling unit must provide adequate space and security for the family.*
(2) Acceptability criteria.
(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

EXHIBIT B

Occupancy based on a unit's square footage (as compared to the number of bedrooms as used under the current City/Agency occupancy standard) is codified in the Uniform Housing Code or UHC (Section 503.2), which sets forth the following definition of the number of permitted occupants in a dwelling:

> Dwelling units and congregate residences shall have at least one room, which shall not have less than 120 square feet of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet for each occupant in excess of two.

Under the UHC, 70 square feet of living space exclusive of the kitchen and each bathroom is required for two persons, while a minimum of 50 square feet is needed for each additional occupant. The maximum occupancy is then determined by subtracting 70 square feet from the unit's total square footage, subtracting the square footage of the kitchen and each bedroom and then dividing the remaining square footage (the habitable area) by 50.

Occupancy under the UHC is a variable, sometimes confusing standard that too often legitimizes overcrowding. Following are two examples of UHC standards that help illustrate the methodology used under the UHC to calculate maximum occupancy.

One-Bedroom/One-Bath Unit *487 Square Feet*	*Total Occupants*	Two-Bedroom/Two-Bath Unit *932 Square Feet (SF)*	*Total Occupants*
Bedroom equals 120 SF (70 for first two persons and 50 SF for third person)	3	First bedroom equals 120 SF (70 for first two persons and 50 SF for third person)	3
487 SF minus 120 SF (Bedroom) minus 50 SF (Bath) minus 100 SF (Kitchen) equals 217 SF/50 SF	4	932 SF minus 120 SF (First Bedroom) minus 100 SF (2 Baths at 50 SF each) minus 100 SF (Kitchen) equals 612 SF/50 SF	12
Total Maximum Occupants	**7**	**Total Maximum Occupants**	**15**
Current Maximum Occupancy	**3**	***Current Maximum Occupancy***	**5**

Using this calculation, a sampling (Attachment A) of Burbank Housing Corporation (BHC) units would suggest the following occupancy limits:

Property Address	Maximum Occupancy					
	One Bedroom/One Bath		Two Bedroom/One Bath		Three Bedroom/Two Bath	
	UHC	Current Standard	UHC	Current Standard	UHC	Current Standard
W. Elmwood Apts. (averaged)	13	3	14	5	NA	NA
237 West Verdugo	10	3	NA	NA	NA	NA
257 West Verdugo	NA	NA	16	5	NA	NA
241 West Verdugo	14	3	NA	NA	NA	NA
220 West Tujunga	7	3	NA	NA	15	7

There is a plethora of issues that must be addressed if the Agency opts for a standard that links maximum occupancy to a unit's square footage (UHC) rather than to one based upon persons per bedroom (housing quality standards or HQS).

- *Site Constraints.* Many of the projects the Agency assists the BHC to acquire have limited on-site parking, often one space per unit. Increasing the number of occupants creates greater demands for parking that will spill off-site.

- *Property Maintenance.* The quintessential issue is to ensure Agency assisted properties are maintained appropriately. In doing so, the Agency specifically avoided a standard that allows for an excessive number of occupants, one that far exceeds the normal wear and tear on residential units and resultantly escalates maintenance costs.

- *Service Costs.* Fire Department staff's perception is that increasing the number of occupants adds to the calls for service for safety services; "Responses or call volume is directly linked to population numbers." As density increases, there typically is a corresponding increase in the volume of calls for service. Fire Department staff observed that,

> There are more incidents of fires and medical emergencies among [residents] in overcrowded multiple dwellings. Occupancy units designed to accommodate a family unit, for instance, of 2-6 people become overtaxed when that usage swells to twice that number. Kitchens designed to accommodate cooking requirements for 2-6 people will have increased risks do to the added usage.

- *Occupancy Determination/Monitoring.* The contorted calculation used to determine occupancy under the UHC would make the initial determination and subsequent monitoring of units more difficult than the current standard. The

UHC standard will also create differing occupancy limits subject to unit configuration that can result in a number of anomalies as illustrated below.

- A household may find in that it meets occupancy standard in one unit and not in another unit with the same number of bedrooms due to the differing square footage.
- A household could occupy a unit with more square footage but with less bedrooms but not qualify for another unit with more bedrooms but with less square footage.
- Two households of identical size can apply for two units with comparable number of bedrooms, one household meeting the occupancy limit and the other household not meeting the occupancy limit again due to the square footage of the units.

- *Public Perception.* Overcrowding and substandard housing are interrelated terms often associated with poorly maintained projects. The Agency should balance the need to house larger households with public confidence that Agency assisted projects improve, not erode, housing conditions. This point was emphasized recently when Agency staff frequently had to assure residents surrounding the Peyton-Grismer neighborhood that the proposed acquisition/rehabilitation project at 1801-1819 Grismer Avenue would improve housing conditions and reduce overcrowding.

RECOMMENDATION

Staff recommends the Agency retain the current occupancy standard of two persons per bedroom plus one additional household member.

Occupancy standard.doc

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SEQ:
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DAR - Mail (Intake)

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E469071

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Housing Director

26060439

Batch Number: 15657746

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT
(Phase 1 -2025 Master Loan Amendment)
(Catalina – Project No. 8A)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January September 22, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a municipal corporation and charter city (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Property:

2321-2323 Catalina St, Burbank, CA and more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds

authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at on twenty-four properties throughout the City (the "Projects"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) to define "affordability covenant period"

to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) to eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) to eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan (with certain exceptions); 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7 continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321 North Fairview Street, is referenced in the A&R MLA as collectively Project No. 8. Through the A&R MLA, the Project No. 8 is divided into two separate projects - the project located at Subject Property-2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements. The regulatory agreement requires among other things, specific affordability requirements, together with operation of an activity center located on Subject Property to serve the neighborhood.

I. A Regulatory Agreement was recorded on the Subject Property as Instrument No. 04-1599871 on June 17, 2004, and amended by an Amended Regulatory Agreement Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment") and as further amended by a Regulatory Agreement Amendment Instrument No. 20101493655 on October 19, 2010 (the "Second Amendment").

J. The Regulatory Agreement, as amended by the First Amendment and the Second Amendment, is now further being amended (this Third Amendment) to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) to separate the Subject Property from the adjacent parcels 2321 North Fairview Street.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property. The Subject Property is improved with an eight unit apartment building 2323 Catalina Street and an activity center.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

   Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), four (4) of the rehabilitated housing units on the Property to Lower

Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and three (3) of the rehabilitated Housing Units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

"The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement , as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance Secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on September 22, 2025, recorded as Instrument No. 20250809610 on November 17, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment, shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

Kimberly Clark
_____, ~~CMC~~, ~~Secretary~~ Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

Kimberly Clark
_____, ~~CMC~~, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: Chris T Welker
Name: Christ. Welker
Its: President

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-008-030

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 22, 2025 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Chris T. Welker,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

CITY SEAL IS DARK BLUE
ON ORIGINAL DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 24, 2025 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Justin Hess,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

275 East Olive Avenue
P.O. Box 6459
Burbank, CA 91510-6459
Attn: Housing Director

No recording or document fee pursuant to Government Code Section 27383 and Revenue and Taxation Code Section 11922

APNS: 2451-001-021; 2451-001-052; 2451-001-053; 2451-001-054; 2451-001-055; 2451-001-056; 2451-001-057; 2451-001-058

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT
(Project No. 3, Elmwood Achievement Center, 153 W. Elmwood Avenue)

THIS MODIFICATION AGREEMENT (the "Modification Agreement") is entered into as of _____, 2026 (the "Effective Date") among the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority") as successor to the housing assets and duties of the dissolved Redevelopment Agency of the City of Burbank (the "Agency"), the **CITY OF BURBANK**, a municipal corporation and charter city (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit public benefit corporation ("BHC"). The Authority, the City, and BHC are each referred to as a "Party", and collectively are referred to as the "Parties".

RECITALS

A. BHC is the owner of certain property located at 153, 158-159, 164-165, 170-171, 188, 194 and 199 W. Elmwood Avenue, Burbank, California and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). BHC desires to change the use of the achievement center space currently located on the Property at 153 W. Elmwood Avenue (the "Achievement Center Space") to two (2) moderate income 1 bedroom/1 bath residential units no later than January 1, 2029.

B. The Agency and BHC entered into a Purchase and Sale Agreement dated as of November 30, 1999 (the "PSA"), recorded on December 28, 1999, Document No. 99-2382117 in the Los Angeles County Official Records (the "Official Records") regarding 153, 158-159, 164-165, 170-171, 188, and 194 W. Elmwood Avenue.

C. BHC, the City and the Agency entered into an Affordable Housing Agreement dated July 17, 2001 (the "2001 AHA"), regarding 199 W. Elmwood Avenue.

D. BHC, the City and the Agency entered into another Affordable Housing Agreement dated July 11, 2017 (the "2017 AHA"), whereby BHC agreed to rehabilitate a portion of the Property, specifically 153, 159, and 199 W. Elmwood Avenue.

E. In connection with the PSA and 2001 AHA, BHC, the City and the Agency entered into an Amended and Restated Regulatory Agreement dated as of October 4, 2002 (the "A&R Regulatory Agreement"), and recorded on the Property as Document No. 03-1634472 in the Los Angeles County Official Records (the "Official Records"). In connection with the 2017 AHA, BHC, the City and the Agency entered into a Regulatory Agreement dated as of July 11, 2017 (the "2017 Regulatory Agreement"). The A&R Regulatory Agreement was amended by Amendment No. 2 to Affordable Housing Agreements and Related Regulatory Agreements dated as of September 23, 2010 (the "Global Amendment No. 2"), and the related Regulatory Agreement Amendment dated as of September 23, 2010 and recorded on the Property on October 19, 2010 as Document No. 20101493655 in the Official Records (the "Second Regulatory Agreement Amendment"). The A&R Regulatory Agreement, the 2017 Regulatory Agreement and the Second Regulatory Agreement Amendment were amended by that Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Amendment) dated as of September 22, 2025 and recorded on the Property on December 2, 2025 as Document No. 20250862074 in the Official Records (the "Third Regulatory Agreement Amendment").

F. The City and the Agency/Authority made loans to BHC through the PSA, 2001 AHA and 2017 AHA (the "Elmwood Loans"). The City, the Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008, which combined the loans made by the City and Agency for the Property and other properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project (the "MLA"). The loan made pursuant to the 2017 AHA was incorporated into the MLA, through an Master Loan Agreement Amendment dated as of July 11, 2017 among the City, the Authority and BHC. On January 14, 2025, the Authority, the City and BHC entered into the Amended and Restated Master Loan Agreement (Phase 1) which amended and restated in their entirety the Loan Agreement (as amended), promissory note (as amended), deed of trust (as amended), MLA, and other agreements related to Property and twenty-three other properties (the "2025 MLA").

G. The Parties now desire to modify the PSA, 2001 AHA, the 2017 AHA, the 2025 MLA, the A&R Regulatory Agreement, the 2017 Regulatory Agreement, the Global Amendment No. 2, the Second Regulatory Agreement Amendment, the Third Regulatory Agreement Amendment and any and all documents by or among any of the Parties related to Property in Burbank, California (the "Elmwood Documents") attached as Exhibit B to permit the conversion of the Achievement Center Space to two (2) moderate income 1 bedroom/1 bath residential units.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Defined Terms. All capitalized terms not defined in this Modification Agreement shall have the meanings ascribed to them in the 2025 MLA.

2. Conversion of Use. The Parties agree that BHC can cease the use of the Achievement Center Space as an achievement center in the Fall of 2027 and thereafter renovate the Achievement Center Space as two (2) 1 bedroom/1 bathroom residential units to be occupied by and rented at affordable rent (as defined in Section 402.6 of the A&R Regulatory Agreement, as amended) by Low and Moderate Income Households (as defined in the A&R Regulatory Agreement) no later than January 1, 2029. BHC is not requesting financial assistance from the City or the Authority for this renovation.

3. Amendment of PSA. Effective as of the Effective Date unless otherwise noted below, the PSA is hereby amended as follows:

(a) The definition of "Achievement Center" is deleted from Section 100, Definitions.

(b) Effective as of January 1, 2029, the text in the definition of "Operating Expenses" in Section 100 reading "costs of operating the Achievement Center, which shall not exceed $62,000 during calendar year 2000, with the maximum amount subject to an increase of3.5% in each subsequent year" is replaced with "INTENTIONALLY DELETED".

(c) The text in Section 406 is deleted and replaced with "INTENTIONALLY DELETED".

4. Amendment of 2025 MLA. Effective as of the Effective Date unless otherwise noted below, the 2025 MLA is hereby amended as follows:

(a) The last three sentences of Recital E are hereby deleted.

(b) The words "and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects" are hereby deleted from Recital I.6.

(c) The second sentence of Recital I.8 reading "An activity center serves the neighborhood" is hereby deleted.

(d) The fourth sentence of Recital I.9 reading "An activity center serves the neighborhood" is hereby deleted.

(e) Effective as of January 1, 2028, the text in (d) of the definition of "Operating Expenses in Section 1.2 reading "specific expenses required in the operation of on-site activity centers" is replaced with "INTENTIONALLY DELETED".

(f) The words "activity centers and" are hereby deleted from Section 1.9.

5. Amendment of the Global Amendment No. 2. Effective as of the Effective Date unless otherwise noted below, Global Amendment No. 2 is hereby amended as follows:

(a) The last three sentences in Recital D of Global Amendment No. 2 are hereby deleted.

(b) The second sentence in Recital N is hereby deleted.

(c) The second sentence in Recital O is hereby deleted.

(d) Effective as of January 1, 2029, the third and fourth sentence of Section 1 are amended to read as follows:

"Property No. 3 currently requires the following designation of affordable housing units:

Property No. 3	Affordability	Current
Elmwood	Extremely-Low	7 (0)
	Very-Low	25 (19)
	Low	23 Low & MOD
	Moderate	10

This Amendment changes that designation to:

Property No. 3	Affordability	Current
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	12

6. Amendment of A&R Regulatory Agreement. Effective as of the Effective Date unless otherwise noted below, the A&R Regulatory Agreement is hereby amended as follows:

(a) Effective as of January 1, 2028, the definition of "Achievement Center" is hereby deleted from Section 100.

(b) The definition of "Extremely Low Income Household" is added to Section 100 as follows:

"***Extremely Low Income Household***" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 30%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50106.

(c) Effective as of January 1, 2029, Section 402.1 is replaced as follows:

"402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent seven (7) of the apartment units in the Buildings to Extremely Low Income Households, twenty-five (25) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twelve (12) of the apartment units in the Buildings to Low and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof."

(d) Effective as of January 1, 2029, items a., b., and c. of Section 402.6 are replaced as follows:

"a. For Extremely Low Income Households: the rents calculated as set forth in Health & Safety Code Section 50053(b)(1)(B) based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

b. For Very Low Income Households: the rents calculated as set forth in Health & Safety Code Section 50053(b)(1)(C) based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

c. For Lower Income Households: the rents calculated as set forth in Health & Safety Code Section 50053(b)(1)(D) based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

d. For Low and Moderate Income Households: the rents calculated as set forth in Health & Safety Code Section 50053(b)(1)(E) based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance."

(e) Effective as of January 1, 2028, Section 406 is hereby deleted.

(f) All references related to the rent and income level requirements of the HOME program or regulations are hereby deleted as the HOME affordability period required by the United States Department of Housing and Urban Development has expired.

7. Amendment of the 2017 Regulatory Agreement Amendment. Effective as of the Effective Date unless otherwise noted below, the 2017 Regulatory Agreement Amendment is hereby amended as follows:

(a) Effective as of January 1, 2029, the first sentence of Section 4 is replaced as follows:

"4. Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease at an Affordable Rent (the "Affordable Units"):

Three (3) two-bedroom units within the Property to households with incomes that do not exceed the limits defined under California Health and Safety Code Section 50105 for Very-Low Income Households, adjusted for household size;

Two (2) two-bedroom units and five (5) one-bedroom units within the Property to households with income that do not exceed the limits defined under California Health and Safety Code Section 50079.5 for Low-Income Households, as adjusted for household size; and

Two (2) one-bedroom one-bathroom units within the Property to households with income that do not exceed the limits defined under California Health and Safety Code Section 50093 for persons and families of Low or Moderate income, as adjusted for household size."

(b) Effective as of January 1, 2029, Section 5 is replaced as follows:

"**5. Affordable Rent.**

The maximum Monthly Rent chargeable to income eligible households shall be annually determined by the City and Authority and the maximum rent that the Developer may change any household occupying an affordable unit shall meet the following requirements:

a. The Monthly Rent payable by a tenant who meets the income limits for very-low income households shall not exceed the very-low income rents calculated as set forth in Health & Safety Code Section 50053(b)(1)(C) based on the methodology established by the California Housing and Community Development Department ("HCD"), adjusted

for number of bedrooms in the unit, less the reasonable monthly utility allowance.

b. The Monthly Rent payable by a tenant who meets the income limits for low income households shall not exceed the lower income rents calculated as set forth in Health & Safety Code Section 50053(b)(1)(D) based on the methodology established by HCD, adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

c. The Monthly Rent payable by a tenant who meets the income limits for low or moderate income households shall not exceed the moderate income rents calculated as set forth in Health & Safety Code Section 50053(b)(1)(E) based on the methodology established by HCD, adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

d. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than the qualifying limits as set forth above, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.

e. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and required facilities associated therewith (including parking fees), (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer."

(c) All references related to the rent and income level requirements of the HOME program or regulations are hereby deleted as the HOME affordability period required by the United States Department of Housing and Urban Development has expired.

8. Amendment of the Second Regulatory Agreement Amendment. Effective as of the Effective Date unless otherwise noted below, the Second Regulatory Agreement Amendment is hereby amended as follows:

(a) Effective as of January 1, 2029, the third and fourth sentence of Section 2 are amended to read as follows:

"Property No. 3 currently requires the following designation of affordable housing units:

Property No. 3	Affordability	Current
Elmwood	Extremely-Low	7
	Very-Low	25
	Lower	23
	Low and Moderate	10

This Amendment changes that designation to:

Property No. 3	Affordability	Current
Elmwood	Extremely-Low	7
	Very-Low	25
	Lower	23
	Low and Moderate	12

9. References to Activity Center or Achievement Center. All references to the activity center or achievement center are hereby deleted from the Elmwood Documents.

10. Deletion of HOME references. All references related to the rent and income level requirements of the HOME program or regulations are hereby deleted from the Elmwood Documents as the HOME affordability period required by the United States Department of Housing and Urban Development has expired.

11. Full Force and Effect. Except as set forth in this Modification Agreement, the Elmwood Documents remain unmodified and are in full force and effect.

12. Exhibits and Attachments Incorporated. All exhibits and attachments referred to in this Modification Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Modification Agreement and any of the terms of any exhibit or attachment to this Modification Agreement, the terms of this Modification Agreement shall control the respective duties and liabilities of the parties hereto.

13. Successors and Assigns. This Modification Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

14. California Law. This Modification Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Counterparts. This Modification Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Authority, City and BHC have executed this Agreement as of the Effective Date.

"AUTHORITY"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Justin Hess, Executive Director

Attest:

_____
Kimberley Clark, City Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Justin Hess, City Manager

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

By: _____

"BORROWER"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its: _____

[***Signatures to be acknowledged by notary]***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Exhibit A

Legal Description of the Property

That certain real property situated in the City of Burbank, County of Los Angeles, State of California, and described as follows

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT

CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF

40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97 ° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1 IN TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

99 2382117

RECORDED BY C.L.T.
A308726.63

RECORDING REQUESTED BY:)
AND WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: Community Development Director)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

FREE FF

19

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of November 30, 1999, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement"), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "Property"). The Property is further described in the Legal Description which is attached hereto as Exhibit A, and depicted in the Map which is attached hereto as Exhibit B, which are both incorporated herein. A portion of the cost of acquisition of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds provided to the Agency by the City.

B. Pursuant to the Purchase Agreement, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

C. The execution and recording of this Agreement is a requirement of the Purchase Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Regulatory Agreement between the Agency and the Nonprofit.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Attachment No. 2 and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Map" means the map of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Operating Reserve" is defined in Section 405 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. CONDITION OF THE PROPERTY

201. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in

the Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or

after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the sole negligence of the Agency or its agents or employees.

303. Rights of Access. Representatives of the Agency shall have the right to inspect the Property so long as Agency representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency.

400. COVENANTS AND RESTRICTIONS

401. Use in Accordance with Redevelopment Plan. The Nonprofit covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof, that upon the Closing and during the Affordability Period, the Nonprofit shall devote the Property to the uses specified in the Redevelopment Plan and this Agreement for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Nonprofit pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty (20) of the apartment units in the Buildings to Lower Income Households, and twenty (20) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof. A summary of the affordable housing requirements of this Section 402 is attached hereto as Attachment No. 6 to the Purchase Agreement, which is hereby incorporated herein by this reference.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency for Agency's approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency. The Agency shall approve such lease form upon finding that such lease form is consistent with this Lease and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Nonprofit shall enter into a lease, in the form approved by the Agency, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair

market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency as provided herein. The maximum monthly rental amount for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

a. For Very Low Income Households: the lesser of (a) One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County median income for a household size appropriate for the unit.

Household size appropriate to the unit shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The maximum monthly rental amount for apartment units in the Buildings shall include a reasonable utilities allowance to be determined by the Agency, which utilities allowance shall be set at an amount which will cover the projected charge for all utilities (whether paid for by Nonprofit or paid directly by the individual tenant), including gas and electrical service, water, sewer and garbage collection, but excluding telephone service and cable television. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above. The current maximum rents allowable under this Section 402.6 are set forth in Attachment No. 6.

402.7 Occupancy Standards. Occupancy of studio apartment units shall be limited to three persons, occupancy of one bedroom apartment units shall be limited to four persons, occupancy of two bedroom apartment units shall be limited to six persons, occupancy of three bedroom apartment units shall be limited to eight persons, and occupancy of four bedroom apartment units shall be limited to ten persons.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by

the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency does not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed five percent (5%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing,

however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Fifty-Nine Thousand Dollars ($59,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her,

establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency, service of process on the Agency shall be made by personal service upon the Agency's Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Executive Director

To Nonprofit: Burbank Housing Corporation
153 West Elmwood Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act

of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Nonprofit. Accordingly, for the period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency. The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Nonprofit.

604. Agency Approvals and Actions. The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Executive Director (or his or her duly authorized representative). The Agency's Executive Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Regulatory Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
City Attorney/Agency General Counsel

_____
Stradling Yocca Carlson & Rauth
Agency Special Counsel

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

99-2382117

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On Dec. 21, 1999 (Date), before me, Maria Yvette Madueno, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Robert R. Ovrom, Executive Director (Name(s) of Signer(s))

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

YVETTE MADUENO
Commission # 1235023
Notary Public - California
Los Angeles County
My Comm. Expires Sep 18, 2003

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M. Yvette Madueño
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Regulatory Agreement
Document Date: November 30, 1999 Number of Pages: 15
Signer(s) Other Than Named Above: Agency Secretary, City Atty, Stradling, Yocca Carlson & Rauth & Burbank Housing Corporation

Capacity(ies) Claimed by Signer
Signer's Name: Robert R. Ovrom
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: EXECUTIVE DIRECTOR
Signer Is Representing: Redevelopment Agency of the City of Burbank

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

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

99-2382117

On 12-20-99, before me, Peter D Drape (Print Name of Notary Public), Notary Public,

personally appeared Allen G. Cottriel & Jerry A. Jones

☐ personally known to me
-or-
☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PETER D. DRAPE
Commission # 1207023
Notary Public - California
Los Angeles County
My Comm. Expires Jan 7, 2003

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

99-2382117

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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ATTACHMENT 10-35 RA82

99 2382118

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
2:21 PM DEC 28 1999

SPACE ABOVE THIS LINE RESERVED FOR RECORDER S USE

TI

153-194
Elmwood

FEE CODE	N/A	N/A	0	20	9_	19	04	19
REC. FEE	NO. PAGES	NO TITLES	PCOR	D.A. FEE	SURVEY MON.	NOTIF.	INVOL LIEN	NON CONF.
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EXAMINER S INT.

Assessor s Identification Number (AIN)
To Be Completed By Examiner Or Title Company In Black Ink

				—				—			

Number of Parcels Shown

99 2382118

RECORDED BY C.L.T.

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: 4308726.63)

FREE FF

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** (this "Deed of Trust"), is made as of November 30, 1999, by the **BURBANK HOUSING CORPORATION**, a California nonprofit corporation ("Trustor"), whose address is 153 West Elmwood Avenue, Burbank, California 91510, to Lawyers Title (and in such capacity herein called the "Trustee"), for the benefit of **THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (and in such capacity herein called the "Beneficiary"), having an office located at is 275 East Olive Avenue, Burbank, California 91510-6459.

WITNESSETH: that Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Los Angeles, State of California, described as:

See attached Exhibit A, incorporated herein

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of indebtedness in the principal amount of $2,800,000, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878 874		Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo	769	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Allen G. Cottriel

Jerry Jones

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

On 12-22-99, before me, Peter D. Drape, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G. Cottriel & Jerry Jones

☐ personally known to me
-or-
☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PETER D. DRAPE
Commission # 1207023
Notary Public - California
Los Angeles County
My Comm. Expires Jan 7, 2003

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

99-2382118

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PURCHASE AND SALE AGREEMENT

By and Between the

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK

and

BURBANK HOUSING CORPORATION

R-1946
4/30/99

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of _____, 1999, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Nonprofit").

RECITALS

The following recitals are a substantive part of this Agreement:

A. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost.

B. The City of Burbank (the "City") has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. § 12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

C. The Agency has acquired and rehabilitated nine multifamily apartment complexes (the "Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "Property"). The Property is further described in the Legal Description and depicted in the Map, which are both attached hereto and incorporated herein. A portion of the cost of acquisition of the Buildings was provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings was provided with HOME Program funds provided to the Agency by the City.

D. The Agency and the Nonprofit have entered into a "Lease" dated as of November 1, 1998, pursuant to which the Agency has leased all of the Property to Nonprofit, and the Nonprofit has subleased the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households. The term of the Lease ends on October 31, 1999.

E. The parties now desire for the Agency to sell the Property to the Nonprofit, and for the Nonprofit to agree to continue to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

F. The transaction contemplated by this Agreement is in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, the Agency and the Nonprofit hereby agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Actual Knowledge" is defined in Section 208.1 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agency's Conditions Precedent" means the conditions precedent to the Closing to the benefit of the Agency, as set forth in Section 204.1 hereof.

"Agreement" means this Purchase and Sale Agreement between the Agency and the Nonprofit.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California municipal corporation.

"Closing" means the close of Escrow for the Conveyance of the Property from the Agency to the Nonprofit, as set forth in Section 202 hereof.

"Closing Date" means the date of the Closing, as set forth in Section 202.4 hereof.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"Condition of Title" is defined in Section 203 hereof.

"Conveyance" means the conveyance of the Property by the Agency to the Nonprofit on the Closing Date.

"Corporation Expenses" shall mean the reasonable and necessary operating expenses of the Nonprofit, whether or not directly attributable to the rental and operation of the Buildings, including without limitation the cost of salaries, wages and other compensation of the executive director of the nonprofit and other employees, employee education, training and travel, rent, taxes, property, liability, automobile and directors' and officers' insurance, utilities, copying, postage and other communications costs, equipment, materials and supplies.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Deed of Trust" means the short form Deed of Trust and Assignment of Rents to be executed by the Nonprofit in favor of the Agency and recorded as an encumbrance to the Property as security for the payment of amounts due under the Promissory Note, in the form of Attachment No. 5 which is incorporated herein.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"Eligible Persons" means any individual, partnership, corporation or association which qualifies as a "displaced person" pursuant to the definition provided in Government Code Section 7260(c) of the California Relocation Assistance Act of 1970, as amended, and any other applicable federal, state, or local regulations or laws.

"Environmental Reports" means the collective environmental investigations of the Property as reported in the Nonprofit's Environmental Report and any investigations conducted by or for the Agency performed pursuant to Section 207 hereof.

"Escrow" is defined in Section 202 hereof.

"Escrow Agent" is defined in Section 202 hereof.

"Exceptions" is defined in Section 203 hereof.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Grant Deed" means the grant deed for the conveyance of the Property from the Agency to the Nonprofit, in the form of Attachment No. 3 hereto which is incorporated herein.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Income" means all gross income and all revenues of any kind from the Property in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Legal Description" means the description of the Property which is attached hereto as Attachment No. 2 and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Map" means the map of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

"Net Profits" shall mean all gross income from the Buildings, including without limitation rents and interest on security deposits, less the sum of the Operating Expenses and Corporation Expenses.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Nonprofit's Conditions Precedent" means the conditions precedent to the Closing to the benefit of the Nonprofit, as set forth in Section 205.2.

"Nonprofit's Environmental Consultant" means the environmental consultant which may be employed by the Nonprofit pursuant to Section 208.2 hereof.

"Nonprofit's Environmental Report" means the environmental investigation of the Property which may be conducted for the Nonprofit by Nonprofit's Environmental Consultant, as set forth in Section 208.2 hereof.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee not greater than six percent (6%) of gross rents from the Property; (b) asset management fee not greater than two percent (2%) of gross rents from the Property; (c) payments to a capital replacement reserve account in an amount set forth in Section 405 of the Purchase Agreement; (d) painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of

appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals, (e) costs of operating the Achievement Center, which shall not exceed $62,000 during calendar year 2000, with the maximum amount subject to an increase of 3.5% in each subsequent year, (f) the Corporation Expenses, which shall not exceed $101,000 during calendar year 2000, with the maximum amount subject to an increase of 3.5% in each subsequent year, and (g) other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Nonprofit. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Outside Date" shall mean the last date the Closing shall occur, as set forth in Section 202.4 hereof.

"Promissory Note" means the Promissory Note to be executed by the Nonprofit in favor of the Agency for the Purchase Price, in the form of Attachment No. 4 which is incorporated herein.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Price" is defined in Section 201 hereof.

"RAP" is defined in Section 207.3 hereof.

"Remedial Work" is defined in Section 207.3 hereof.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Report" means the preliminary title report, as described in Section 203 hereof.

"Residual Receipts" means, for each calendar year during the term of the Promissory Note, the Income less the Operating Expenses.

"State" means the State of California.

"Threshold Amount" is defined in Section 207.3 hereof.

"Title Company" is defined in Section 202 hereof.

"Title Policy" is defined in Section 203 hereof.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. CONVEYANCE OF THE PROPERTY

201. Disposition of Property. The Nonprofit agrees to purchase the Property from the Agency, and the Agency agrees to sell the Property to the Nonprofit, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement, for the all-inclusive purchase price of Two Million Eight Hundred Thousand Dollars ($2,800,000) (the "Purchase Price"). Payment of the Purchase Price represents the agreed upon reuse value of the Property, at the use and with the covenants, conditions precedent, conditions subsequent and development costs authorized by this Agreement. The Purchase Price shall be payable by the Nonprofit's deposit into the Escrow of a promissory note in the full amount of the Purchase Price, in the form of Attachment No. 4 which is attached hereto and incorporated herein (the "Promissory Note"). The Promissory Note shall accrue no interest, and shall be payable in annual installments from the Residual Receipts of the Property, beginning April 1, 2001. The Operating Expenses, Income and Residual Receipts shall be reported to the Agency annually before April 1 of each year, accompanied by an annual financial statement with respect to the Property that has been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statement presents the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles, and that the payment made is the amount due under this Section 201. The Promissory Note shall be secured by the recordation in the official records of the County of a deed of trust in the form of Attachment No. 5 which is attached hereto and incorporated herein (the "Deed of Trust"). The Deed of Trust shall be prior and superior to all other liens and encumbrances upon the Property, except as otherwise approved by the Agency.

202. Escrow. The parties shall open escrow ("Escrow") with Galaxy Escrow at its office located at 325 North Victory Boulevard, Burbank, California, 91502, or another escrow company mutually satisfactory to both parties (the "Escrow Agent").

202.1 Costs of Escrow. Agency and Nonprofit shall pay their respective portions of the premium for the Title Policy as set forth in Section 204 hereof, the Agency shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of the Property, and Nonprofit and Agency each agree to pay one-half of all other usual fees, charges, and costs which arise from Escrow.

202.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of Nonprofit and Agency, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close this Escrow in the shortest possible time. Insurance policies for fire or casualty are not to be transferred, and Agency will cancel its own policies after the Closing. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State. All disbursements shall be made by check from such account. However, if Escrow does not close within one business day from deposit of the Purchase Price, the funds shall be deposited into an interest bearing account with such interest accruing to the benefit of the Nonprofit.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing of this transaction, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to

effectuate the provisions of this Agreement. The Closing shall take place within thirty (30) days after the date when both the Agency's Conditions Precedent and the Nonprofit's Conditions Precedent as set forth in Section 205 have been satisfied or waived by the respective parties. Escrow Agent is instructed to release Agency's escrow closing statement to the Agency and Nonprofit's escrow closing statement to the Nonprofit.

202.3. Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

(a) Pay and charge the Nonprofit and the Agency for their respective shares of the premium of the Title Policy and any endorsements thereto as set forth in Section 204 and any amount necessary to place title in the condition necessary to satisfy Section 203 of this Agreement.

(b) Pay and charge Nonprofit and Agency for their respective shares of any escrow fees, charges, and costs payable under Section 202.1 of this Agreement.

(c) Disburse funds, deliver the Promissory Note to the Agency and deliver and record the Grant Deed, the Deed of Trust and the Regulatory Agreement when both the Nonprofit's Conditions Precedent and the Agency's Conditions Precedent have been fulfilled or waived by Nonprofit and Agency.

(d) Do such other actions as necessary, including, without limitation, obtaining the Title Policy, to fulfill its obligations under this Agreement.

(e) Within the discretion of Escrow Agent, direct the Agency and the Nonprofit to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. Agency agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

(f) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

202.4 Closing. This transaction shall close (the "Closing") within thirty (30) days of the parties' satisfaction of all of Agency's and Nonprofit's Conditions Precedent to Closing as set forth in Section 205 hereof, but in no event later than April 1, 2000 (the "Outside Date"). The "Closing" shall mean the time and day the Grant Deed is filed for record with the County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

202.5 Termination. If (except for deposit of money by Nonprofit, which shall be made by Nonprofit before the Closing) Escrow is not in condition to close by the Outside Date, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate the Escrow. If either party makes a written demand for return of documents or properties, the Escrow shall not terminate until five (5) days after Escrow Agent shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Agent is authorized

to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Nonprofit, however, shall have the sole option to withdraw any money deposited by it with respect to the Closing less Nonprofit's share of costs of Escrow. Termination of the Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible.

202.6 Closing Procedure. Escrow Agent shall close Escrow for the Property as follows:

(a) Deliver the Promissory Note to the Agency;

(b) Record the Grant Deed, the Deed of Trust and the Regulatory Agreement;

(c) Instruct the Title Company to deliver the Title Policy to the Nonprofit and the Lender's Policy to the Agency;

(d) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements; and

(e) Deliver the FIRPTA Certificate, if any, to the Nonprofit; and

(f) Forward to both the Nonprofit and the Agency a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

203. Review of Title. The Agency shall cause Stuart Title Company, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Nonprofit a preliminary title report (the "Report") with respect to the title to the Property, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, within thirty (30) days from the date of this Agreement. The Nonprofit shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the Nonprofit hereby approves the lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow). Nonprofit shall have thirty (30) days from the date of its receipt of the Report to give written notice to Agency and Escrow Agent of Nonprofit's approval or disapproval of any of such Exceptions set forth in the Report. Nonprofit's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If Nonprofit notifies Agency of its disapproval of any Exceptions in the Report, Agency shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of Nonprofit's disapproval or provide assurances satisfactory to Nonprofit that such Exception(s) will be removed on or before the Closing. If Agency cannot or does not elect to remove any of the disapproved Exceptions within that period, Nonprofit shall have fifteen (15) days after the expiration of such thirty (30) day period to either give the Agency written notice that Nonprofit elects to proceed with the purchase of the Property subject to the disapproved Exceptions or to give the Agency written notice that the Nonprofit elects to terminate this Agreement. The Exceptions to title approved by Nonprofit as provided herein shall hereinafter be referred to as the "Condition of Title." The Nonprofit shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the Nonprofit has approved the Condition of Title for the Property (which are not

created by Nonprofit). The Agency shall not voluntarily create any new exceptions to title following the date of this Agreement.

204. Title Insurance. Concurrently with recordation of the Grant Deed conveying title to the Property, there shall be issued to Nonprofit a CLTA owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Nonprofit, issued by the Title Company insuring that the title to the Property is vested in Nonprofit in the condition required by Section 203 of this Agreement. The Title Company shall provide the Agency with a copy of the Title Policy. The Title Policy shall be for the amount of the Purchase Price. The Agency agrees to remove on or before the Closing any deeds of trust or other monetary liens against the Property. The Agency shall pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of the Purchase Price. Any additional costs, including the incremental additional cost of an ALTA policy or any endorsements requested by the Nonprofit, shall be borne by the Nonprofit.

In addition to the foregoing, there shall be issued to the Agency a lender's policy of title insurance (the "Lender's Policy"), together with such endorsements as are reasonably requested by the Agency, issued by the Title Company insuring the first priority of the lien of the Deed of Trust. The Title Company shall provide the Nonprofit with a copy of the Lender's Policy. The Lender's Policy shall be for the amount of the Promissory Note. The Nonprofit shall pay the premium for the Lender's Policy. Any additional costs, including the cost of any endorsements requested by the Agency, shall be borne by the Agency.

205. Conditions of Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

205.1 Agency's Conditions of Closing. Agency's obligation to proceed with the Closing of the Conveyance of the Property is subject to the fulfillment or waiver by Agency of each and all of the conditions precedent (a) through (d), inclusive, described below ("Agency's Conditions Precedent"), which are solely for the benefit of Agency, and which shall be fulfilled or waived by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow, Nonprofit shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Nonprofit contained herein shall be true and correct in all material respects.

(b) Execution of Documents. The Nonprofit shall have executed the Grant Deed, the Promissory Note, the Deed of Trust, the Regulatory Agreement and any other documents required hereunder and delivered such documents into Escrow.

(c) Payment of Funds. Prior to the Close of Escrow, Nonprofit shall have paid all required costs of Closing into Escrow in accordance with Section 202 hereof.

(d) Insurance. The Nonprofit shall have provided proof of insurance as required by Section 306 hereof.

205.2 Nonprofit's Conditions of Closing. Nonprofit's obligation to proceed with the purchase of the Property is subject to the fulfillment or waiver by Nonprofit of each and all of the conditions precedent (a) through (e), inclusive, described below ("Nonprofit's Conditions

Precedent"), which are solely for the benefit of Nonprofit, and which shall be fulfilled or waived by the time periods provided for herein:

(a) **No Default.** Prior to the Close of Escrow, Agency shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Agency contained herein shall be true and correct in all material respects.

(b) **Execution of Documents.** The Agency shall have executed the Grant Deed, the Regulatory Agreement and any other documents required hereunder, and delivered such documents into Escrow.

(c) **Review and Approval of Title.** Nonprofit shall have reviewed and approved the condition of title of the Property, as provided in Section 203 hereof.

(d) **Review and Approval of Environmental Condition of Property.** Nonprofit shall have reviewed and approved the environmental condition of the Property, as provided in Section 208 hereof.

(e) **Title Policy.** The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to the Nonprofit the Title Policy for the Property upon the Close of Escrow, in accordance with Section 204 hereof.

206. Representations and Warranties.

206.1 Agency Representations. Agency represents and warrants to Nonprofit as follows:

(a) **Authority.** Agency is a public body, corporate and politic, existing pursuant to the Community Redevelopment Law, which has been authorized to transact business pursuant to action of the City. Agency has full right, power and lawful authority to grant, sell and convey the Property as provided herein, and the execution, performance and delivery of this Agreement by Agency has been fully authorized by all requisite actions on the part of the Agency.

(b) **FIRPTA.** The Agency is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that the Agency has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) **No Conflict.** To the best of Agency's knowledge, Agency's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

(d) **Litigation.** There are no claims, causes of action or other litigation or proceedings pending or, to the Best Knowledge of the Agency, threatened with respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining landowners or suppliers of goods and services).

(e) **Violation.** To the Best Knowledge of the Agency, there are no violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with

respect to the Property, which have not heretofore been entirely corrected. In the event Agency has actual knowledge of any such violations, Agency shall (i) immediately provide Nonprofit with copies of all documents evidencing such violation, and (ii) cure such violation prior to Closing.

(f) **No Proffers.** Agency has not made, and prior to the Closing Date will not make, any commitments to any governmental authorities, utility company, school board, church or other religious body, or any homeowner or homeowner's association, or to any other organization, group or individual, relating to the Property which would impose any obligation on the Nonprofit, or its successors or assigns, after the Closing Date to make any contributions of money, dedications of land or grant of easements or rights of way, or to construct, install or maintain any improvements of a public or private nature on or off the Property, without the approval of the Nonprofit.

Until the Closing, the Agency shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.1 not to be true as of the Closing, immediately give written notice of such fact or condition to the Nonprofit. Such exception(s) to a representation shall not be deemed a breach by the Agency hereunder, but shall constitute an exception which the Nonprofit shall have a right to approve or disapprove if such exception would have an effect on the value and/or development of the Property. If the Nonprofit elects to close Escrow following disclosure of such information, Agency's representations and warranties contained herein shall be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, the Nonprofit elects to not close Escrow, then this Agreement and the Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 206.1 shall survive the Closing.

206.2 **Nonprofit's Representations.** The Nonprofit represents and warrants to Agency as follows:

(a) **Authority.** Nonprofit is a duly organized nonprofit corporation incorporated within and in good standing under the laws of the State of California. The copies of the documents evidencing the organization of the Nonprofit which have been delivered to the Agency are true and complete copies of the originals, as amended to the date of this Agreement. The Nonprofit has full right, power and lawful authority to purchase and accept the conveyance of the Property and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Nonprofit has been fully authorized by all requisite actions on the part of the Nonprofit.

(b) **No Conflict.** To the best of Nonprofit's knowledge, Nonprofit's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Nonprofit is a party or by which it is bound.

(c) **No Nonprofit Bankruptcy.** The Nonprofit is not the subject of a bankruptcy proceeding.

Until the Closing, the Nonprofit shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.2 not to be true as of the Closing, immediately give written notice of such fact or condition to the Agency. Such exception(s) to a representation shall not be deemed a breach by the Nonprofit hereunder, but shall constitute an

exception which Agency shall have a right to approve or disapprove if such exception would have an effect on the value and/or development of the Property. If the Agency elects to close Escrow following disclosure of such information, Nonprofit's representations and warranties contained herein shall be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, the Agency elects to not close Escrow, then this Agreement and the Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 206.2 shall survive the Closing.

207. Studies and Reports. Prior to the Closing, representatives of the Nonprofit shall have the right of access to all portions of the Property for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the soils and environmental condition of the Property pursuant to Section 208 hereof. Any preliminary work undertaken on the Property by Nonprofit prior to the Closing shall be done at the sole expense of the Nonprofit, and following the Nonprofit's execution of a right of entry agreement to be provided by the Agency. Any preliminary work shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

208. Condition of the Property.

208.1 Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure.

Agency hereby represents that to the best of its knowledge, except for the foregoing, it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Property notifying Agency of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property, or any portion thereof, except as may be set forth in the environmental reports which the Agency has submitted to the Nonprofit prior to the date of this Agreement. "Best knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of Agency employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of Agency and City.

208.2 Investigation of Property. The Nonprofit shall have the right, at its sole cost and expense, to engage its own environmental consultant (the "Nonprofit's Environmental Consultant") to make such investigations as Nonprofit deems necessary, including any "Phase 1" and/or "Phase 2" investigations of the Property, and the Agency shall promptly be provided a copy of all reports and test results provided by the Nonprofit's Environmental Consultant (the "Nonprofit's Environmental Report").

208.3 Remediation of Property. If either the Nonprofit or the Agency, based upon the above Environmental Reports, reasonably believes that Hazardous Substances are present on the Property, then either party may terminate this Agreement by Notice to the other party; provided, however, that if the other party, at its option, agrees in writing to perform the remediation of the Property at its expense, such termination shall be ineffective. The party agreeing to perform the remediation shall deliver to the other party a proposed remedial action plan ("RAP"), which RAP shall be approved by all applicable public agencies asserting jurisdiction over the remedial work to be performed pursuant to the RAP (the "Remedial Work"). The Remedial Work shall be diligently and continuously performed in accordance with applicable Governmental Requirements. In the event a party has elected to remediate the Property, such party's compliance with the provisions of this Section 208.3, and the issuance of closure letters without any requirement of further remedial work by all governmental agencies which have asserted jurisdiction over the remediation of the Property, shall each be a Condition Precedent to the Closing.

208.4 Nonprofit Precautions After Closing. Upon the Closing, the Nonprofit shall use commercially reasonable efforts to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials.

208.5 Required Disclosures After Closing. After the Closing, the Nonprofit shall notify the Agency, and provide to the Agency a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to the Property, including notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks. Upon request, the Nonprofit shall furnish to the Agency a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

208.6 Nonprofit Indemnity. Upon the Closing, Nonprofit agrees to indemnify, defend and hold Agency and the City and their respective officers, employees, agents, representatives and volunteers harmless from and against any claim, action, suit, proceeding, damage, liability, deficiency, fine, penalty, or punitive damage (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property which occurs after the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the Closing. At the request of the Nonprofit, the Agency shall cooperate with and assist the Nonprofit in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause

its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the sole negligence of the Agency or its agents or employees.

303. Rights of Access. Representatives of the Agency shall have the right to inspect the Property so long as Agency representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's

Municipal Code. A portion of the financing for the acquisition of the Buildings has been provided through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The financing for the acquisition of the Property shall be provided through the Agency's loan of the Purchase Price pursuant to Section 201 hereof. The Nonprofit shall not enter into any other conveyance for financing without the prior written approval of the Agency.

400. COVENANTS AND RESTRICTIONS

401. Use in Accordance with Redevelopment Plan. The Nonprofit covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof, that upon the Closing and during the Affordability Period, the Nonprofit shall devote the Property to the uses specified in the Redevelopment Plan and this Agreement for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Nonprofit pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty (20) of the apartment units in the Buildings to Lower Income Households, and twenty (20) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof. A summary of the affordable housing requirements of this Section 402 is attached hereto as Attachment No. 6, which is attached hereto and incorporated herein.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency for Agency's approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency. The Agency shall approve such lease form upon finding that such lease form is consistent with this Lease and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Nonprofit shall enter into a lease, in the form approved by the Agency, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the Closing. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit

shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency as provided herein. The maximum monthly rental amount for the apartment units within the Buildings shall be established by

the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

a. For Very Low Income Households: the lesser of (a) One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County median income for a household size appropriate for the unit.

Household size appropriate to the unit shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The maximum monthly rental amount for apartment units in the Buildings shall include a reasonable utilities allowance to be determined by the Agency, which utilities allowance shall be set at an amount which will cover the projected charge for all utilities (whether paid for by Nonprofit or paid directly by the individual tenant), including gas and electrical service, water, sewer and garbage collection, but excluding telephone service and cable television. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above. The current maximum rents allowable under this Section 402.6 are set forth in Attachment No. 6.

402.7 Occupancy Standards. Occupancy of studio apartment units shall be limited to three persons, occupancy of one bedroom apartment units shall be limited to four persons, occupancy of two bedroom apartment units shall be limited to six persons, occupancy of three bedroom apartment units shall be limited to eight persons, and occupancy of four bedroom apartment units shall be limited to ten persons.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency does not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Fifty-Nine Thousand Dollars ($59,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its

expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with

respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or

enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

409. Regulatory Agreement. The requirements of this Agreement which are applicable after the Closing are set forth in the "Regulatory Agreement" which is attached hereto as Attachment No. 7 and incorporated herein by reference. The execution and recordation of the Regulatory Agreement as an encumbrance to the Property is a condition precedent to the Closing, as set forth in Section 205 hereof.

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Termination by the Nonprofit Prior to the Conveyance. In the event that prior to the Conveyance the Nonprofit is not in default under this Agreement and (a) the Agency does not tender title to the Property pursuant to the Grant Deed in the manner and condition and by the date provided in this Agreement, or (b) one or more of the Nonprofit's Conditions Precedent to the Closing is not fulfilled on or before the time set forth in the Schedule of Performance, or (c) any default of the Agency prior to the Closing is not cured within the time set forth in Section 501 hereof, after written demand by the Nonprofit, or (d) the Nonprofit timely disapproves the environmental condition of the Property pursuant to Section 207 hereof, then this Agreement may, at the option of the Nonprofit, be terminated by written Notice thereof to the Agency. From the date of the written Notice of termination of this Agreement by the Nonprofit to the Agency and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties with respect to the Property by virtue of or with respect to this Agreement.

504. Termination by the Agency Prior to the Conveyance. In the event that prior to the Conveyance the Agency is not in Default under this Agreement and (a) one or more of the Agency's Conditions Precedent to the Closing is not fulfilled on or before the time set forth in the Schedule of Performance; or (b) the Nonprofit is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 501 hereof; then this Agreement and any rights of the

Nonprofit or any assignee or transferee with respect to or arising out of the Agreement or the Property, shall, at the option of the Agency, be terminated by the Agency by written Notice thereof to the Nonprofit. From the date of the written Notice of termination of this Agreement by the Agency to the Nonprofit and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties pursuant to this Agreement.

505. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency, service of process on the Agency shall be made by personal service upon the Agency's Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

506. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

507. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

508. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

509. Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

510. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Executive Director

To Nonprofit: Burbank Housing Corporation
153 West Elmwood Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Nonprofit. Accordingly, for the period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency. The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Nonprofit.

604. Relationship Between Agency and Nonprofit. It is hereby acknowledged that the relationship between the Agency and the Nonprofit is not that of a partnership or joint venture and that the Agency and the Nonprofit shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the Agency shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Improvements.

605. Agency Approvals and Actions. The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Executive Director (or his or her duly authorized representative). The Agency's Executive Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and

written consent of the Agency Board.

606. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

607. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect; provided, however, the term of the Lease shall remain in effect until the first to occur of the Closing or the termination of this Agreement. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 6, which are incorporated herein.

608. Real Estate Brokerage Commission. Each of the Agency and the Nonprofit represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisition of all or part of the Property, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

609. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

610. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

611. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

612. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

613. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

614. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded.

The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

615. **Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

616. **Time of Essence.** Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

617. **Cooperation.** Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

618. **Conflicts of Interest.** No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

619. **Time for Acceptance of Agreement by Agency.** This Agreement, when executed by the Nonprofit and delivered to the Agency, must be authorized, executed and delivered by the

Agency on or before thirty (30) days after signing and delivery of this Agreement by the Nonprofit or this Agreement shall be void, except to the extent that the Nonprofit shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Purchase and Sale Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
City Attorney/Agency General Counsel

_____
Stradling Yocca Carlson & Rauth
Agency Special Counsel

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Allen G. Cottriel, President

By: _____

ATTACHMENT NO. 1

MAP

[TO BE INSERTED]

ATTACHMENT NO. 2

LEGAL DESCRIPTION

[TO BE INSERTED]

ATTACHMENT NO. 3

RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:

Burbank Housing Corporation
153 West Elmwood Avenue
Burbank, California 91510
Attn: Executive Director

This document is exempt from payment of a recording fee pursuant to Government Code Section 27383.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), hereby grants to **BURBANK HOUSING CORPORATION**, a California nonprofit corporation ("Nonprofit"), the real property hereinafter referred to as the "Property," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

1. **Conveyance in Accordance with Purchase and Sale Agreement.** The Property is conveyed in accordance with and subject to the Purchase and Sale Agreement entered into between Agency and Nonprofit dated _____, 1999 (the "Purchase Agreement"), a copy of which is on file with the Agency at its offices as a public record and which is incorporated herein by reference. All terms used herein shall have the same meaning as those used in the Purchase Agreement.

2. **Permitted Uses.** The Nonprofit covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, the Nonprofit shall devote the Property to the uses specified in this Grant Deed for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Nonprofit pursuant to the Purchase Agreement, shall conform to the Purchase Agreement and all applicable provisions of the City Municipal Code. The foregoing covenants shall run with the land.

3. **Restrictions on Transfer.** The Nonprofit further agrees as follows:

a. For the period commencing upon the date of this Grant Deed and throughout the Affordability Period as provided in the Purchase Agreement, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under the Purchase Agreement or this Grant Deed, nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property, without the prior written approval of the Agency or as otherwise permitted pursuant to Section 603 of

the Purchase Agreement.

b. The Nonprofit shall not place or suffer to be placed on the Property any lien or encumbrance other than the Deed of Trust in favor of the Agency.

All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Nonprofit and the permitted successors and assigns of the Nonprofit. Whenever the term "Nonprofit" is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

4. Nondiscrimination. The Nonprofit herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Nonprofit itself or any person claiming under or through Nonprofit, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

6. **Violations Do Not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Purchase Agreement; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. **Covenants Run With Land.** All covenants contained in this Grant Deed shall be covenants running with the land. All of Nonprofit's obligations hereunder except as provided hereunder shall terminate and shall become null and void upon the expiration of the Affordability Period. Every covenant contained in this Grant Deed against discrimination contained in paragraph 5 of this Grant Deed shall remain in effect in perpetuity.

8. **Covenants For Benefit of Agency.** All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. The Agency, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

9. **Revisions to Grant Deed.** Both Agency, its successors and assigns, and Nonprofit and the successors and assigns of Nonprofit in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Agency to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, Nonprofit and Agency are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____

ATTEST:

_____
Secretary of the Agency

APPROVED AS TO FORM:

_____
Agency Counsel

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT NO. 4

PROMISSORY NOTE

$_____ _____, 199_

Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Nonprofit"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of Two Million Eight Hundred Thousand Dollars ($2,800,000) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Purchase and Sale Agreement executed by the Agency and the Nonprofit, dated as of _____, 1999 (the "Agreement"). The rights and obligations of the Nonprofit and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue no interest.

3. **Repayment of Note Amount.** The Note Amount shall be paid by the Nonprofit's annual payment to the Agency of an amount equal to ~~eighty percent (80%)~~ one hundred (100%) of the "Residual Receipts" (as defined below) from operation of the Property (as defined in the Agreement), as determined by a residual receipts calculation from the operation of the Property in the preceding calendar year. Annual residual receipts payments shall be made by the Nonprofit by cashier's check and shall be delivered on or before April 1 of each year during the term of this Note, commencing on April 1, 2001, until the Note Amount has been repaid in full. Any remaining portion of the Note Amount shall be due and payable on the thirtieth (30th) anniversary of the date of this Note. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

As used herein, "Residual Receipts" shall mean Income less the Operating Expenses (as defined below) for each calendar year.

As used in this Note "Income" shall mean all gross income and all revenues of any kind from the Property in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee not greater than six percent (6%) of gross rents from the Property; (b) asset management fee not greater than two percent (2%) of gross rents from the Property; (c) payments to a capital replacement reserve account in an amount set forth in Section 405 of the Purchase Agreement; (d) painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property

taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals, (e) costs of operating the Achievement Center, which shall not exceed $62,000 during calendar year 2000, with the maximum amount subject to an increase of 3.5% in each subsequent year, (f) the Corporation Expenses, which shall not exceed $101,000 during calendar year 2000, with the maximum amount subject to an increase of 3.5% in each subsequent year, and (g) other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Nonprofit. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

The Operating Expenses, Income and Residual Receipts shall be reported to the Agency annually before April 1 of each year, accompanied by an annual financial statement with respect to the Property that has been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statement presents the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles, and that the payment made is the amount due under this Note.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement; or

b. in the event of a default by the Nonprofit under the Agreement, the Regulatory Agreement, the Deed of Trust securing this Note, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

4. **Security.** This Note is secured by a Deed of Trust dated the same date as this Note.

5. **Waivers**

a. Nonprofit expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Nonprofit.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Nonprofit under this Note, either in whole or in part.

c. The obligations of Nonprofit under this Note shall be absolute and Nonprofit waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. **Attorneys' Fees and Costs.** Nonprofit agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. **Deed of Trust Acceleration.** The Deed of Trust and the Purchase Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Purchase Agreement.

8. **Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Nonprofit and by the Agency.

9. **Agency May Assign.** Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Nonprofit.

10. **Nonprofit Assignment Prohibited.** Except in connection with transfers permitted pursuant to Section 603 of the Agreement, in no event shall Nonprofit assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

ATTACHMENT NO. 5

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention:)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** (this "Deed of Trust"), is made as of _____, 1999, by the **BURBANK HOUSING CORPORATION**, a California nonprofit corporation ("Trustor"), whose address is 153 West Elmwood Avenue, Burbank, California 91510, to _____ (and in such capacity herein called the "Trustee"), for the benefit of **THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (and in such capacity herein called the "Beneficiary"), having an office located at is 275 East Olive Avenue, Burbank, California 91510-6459.

WITNESSETH: that Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Los Angeles, State of California, described as:

See attached Exhibit A, incorporated herein

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of indebtedness in the principal amount of $2,800,000, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878 874		Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo	769	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

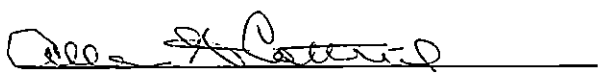
By: 

EXHIBIT "A"

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Burbank, and described as follows:

[To Be Inserted]

ATTACHMENT NO. 6

SUMMARY OF AFFORDABLE HOUSING REQUIREMENTS

1. **Number of Affordable Units:**

Very Low	19
Lower Income	20
Low/Moderate Income	20

2. **Affordable Rent Definitions:**

a. **Very Low Income:**

1 Bedroom - Very Low Income. The maximum monthly rent for one bedroom Affordable Units required to be rented to Very Low Income Households shall be established at the lesser of (a) One-Twelfth (1/12) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household of two (2) persons, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111. .

2 Bedroom - Very Low Income. The maximum monthly rent for two bedroom Affordable Units required to be rented to Very Low Income Households shall be established at the lesser of (a) One-Twelfth (1/12) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household of three (3) persons, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111. .

3 Bedroom - Very Low Income. The maximum monthly rent for three bedroom Affordable Units required to be rented to Very Low Income Households shall be established at the lesser of (a) One-Twelfth (1/12) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household of four (4) persons, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111. .

4 Bedroom - Very Low Income. The maximum monthly rent for four bedroom Affordable Units required to be rented to Very Low Income Households shall be established at the lesser of (a) One-Twelfth (1/12) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household of five (5) persons, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111. .

b. **Lower Income:**

1 Bedroom - Lower Income. The maximum monthly rent for one bedroom Affordable Units required to be rented to Lower Income Households shall be established at

One-Twelfth (1/12) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household of two (2) persons.

2 Bedrooms - Lower Income. The maximum monthly rent for two bedroom Affordable Units required to be rented to Lower Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household of three (3) persons.

3 Bedroom - Lower Income. The maximum monthly rent for three bedroom Affordable Units required to be rented to Lower Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household of four (4) persons.

4 Bedrooms - Lower Income. The maximum monthly rent for four bedroom Affordable Units required to be rented to Lower Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household of five (5) persons.

c. Low and Moderate Income:

1 Bedroom - Low and Moderate Income. The maximum monthly rent for one bedroom Affordable Units required to be rented to Low and Moderate Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household of two (2) persons.

2 Bedrooms - Low and Moderate Income. The maximum monthly rent for two bedroom Affordable Units required to be rented to Low and Moderate Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household of three (3) persons.

3 Bedroom - Low and Moderate Income. The maximum monthly rent for three bedroom Affordable Units required to be rented to Low and Moderate Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household of four (4) persons.

4 Bedrooms - Low and Moderate Income. The maximum monthly rent for four bedroom Affordable Units required to be rented to Low and Moderate Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household of five (5) persons.

d. Los Angeles County Annual Median Income. "Los Angeles County annual median income" is the median gross income adjusted by actual household size for households in Los Angeles County, California, as determined pursuant to regulation of the California Housing and Community Development Department with respect to the Lower Income and Low and Moderate Income units, and the United States Department of Housing and Urban Development with respect to the Very Low Income units. Current Los Angeles County annual median income is as follows:

Income Level	*1 person household*	*2 person household*	*3 person household*	*4 person household*	*5 person household*	*6 person household*	*7 person household*	*8 person household*
Very Low	$17,950	$20,500	$23,100	$25,650	$27,700	$29,750	$31,800	$33,850
Lower	$28,750	$32,850	$36,950	$41,050	$44,300	$47,600	$50,900	$54,150
Median	$35,900	$41,050	$46,150	$51,300	$55,400	$59,500	$63,600	$67,700
Moderate	$43,100	$49,250	$55,400	$61,550	$66,450	$71,400	$76,300	$81,250

e. **Rent.** "Rent" is defined in the Lease as the total of monthly payments by the tenants of an Affordable Unit for (a) use and occupancy of the Affordable Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels (but not telephone service) for an adequate level of service, as reasonably determined by the Agency, and (d) possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit. The Agency shall base its determination of a reasonable allowance for utilities on the utilities allowance adopted by the Los Angeles County Housing Authority, or if such utilities allowance is discontinued another index reasonably acceptable to the Agency.

2. **1999 Maximum Rent Calculations:**

Very Low Income Units

a. ***One Bedroom Very Low Income Units.*** The maximum monthly rent for one bedroom Affordable Units required to be rented to Very Low Income Households shall be established at the lesser of (a) One-Twelfth (1/12) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household of two (2) persons ($41,050), or $513.13 per month, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111. If (i) the current utility allowance is $70, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$443.13** per month, or the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. ***Two Bedroom Very Low Income Units.*** The maximum monthly rent for two bedroom Affordable Units required to be rented to Very Low Income Households shall be established at the lesser or (a) One-Twelfth (1/12) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household of three (3) persons ($46,150), or $576.88 per month, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111. If (i) the current utility allowance is $84, and (ii) there are no separately charged fees or

service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$492.88** per month, or the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

c. ***Three Bedroom Very Low Income Units.*** The maximum monthly rent for one bedroom Affordable Units required to be rented to Very Low Income Households shall be established at the lesser of (a) One-Twelfth (1/12) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household of four (4) persons ($51,300), or $641.25 per month, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111. If (i) the current utility allowance is $91, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$550.25** per month, or the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

d. ***Four Bedroom Very Low Income Units.*** The maximum monthly rent for two bedroom Affordable Units required to be rented to Very Low Income Households shall be established at the lesser of (a) One-Twelfth (1/12) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household of five (5) persons ($55,400), or $692.50 per month, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111. If (i) the current utility allowance is $100, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$592.50** per month, or the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

Lower Income Units

a. ***One Bedroom Lower Income Units.*** The maximum monthly rent for one bedroom Affordable Units required to be rented to Lower Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household of two (2) persons ($41,050), or $615.75 per month. If (i) the current utility allowance is $70, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$545.75** per month.

b. ***Two Bedroom Lower Income Units.*** The maximum monthly rent for two bedroom Affordable Units required to be rented to Lower Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual

median income for a household of three (3) persons ($46,150), or $692.25 per month. If (i) the current utility allowance is $84, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$608.25** per month.

c. ***Three Bedroom Lower Income Units.*** The maximum monthly rent for three bedroom Affordable Units required to be rented to Lower Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household of four (4) persons ($51,300), or $769.50 per month. If (i) the current utility allowance is $91, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$678.50** per month.

d. ***Four Bedroom Lower Income Units.*** The maximum monthly rent for four bedroom Affordable Units required to be rented to Lower Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household of five (5) persons ($55,400), or $831.00 per month. If (i) the current utility allowance is $100, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$731.00** per month.

Low and Moderate Income Units

a. ***One Bedroom Low and Moderate Income Units.*** The maximum monthly rent for one bedroom Affordable Units required to be rented to Low and Moderate Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household of two (2) persons ($41,050), or $1,128.88 per month. If (i) the current utility allowance is $70, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$1,058.88** per month.

b. ***Two Bedroom Low and Moderate Income Units.*** The maximum monthly rent for two bedroom Affordable Units required to be rented to Low and Moderate Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household of three (3) persons ($46,150), or $1,269.13 per month. If (i) the current utility allowance is $84, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$1,185.13** per month.

c. ***Three Bedroom Low and Moderate Income Units.*** The maximum monthly rent for one bedroom Affordable Units required to be rented to Low and Moderate Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household of four (4) persons ($51,300), or $1,410.75 per month. If (i) the current utility allowance is $91, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$1,319.75** per month.

d. ***Four Bedroom Low and Moderate Income Units.*** The maximum monthly rent for two bedroom Affordable Units required to be rented to Low and Moderate Income Households shall be established at One-Twelfth (1/12) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household of five (5) persons ($55,400), or $1,523.50 per month. If (i) the current utility allowance is $100, and (ii) there are no separately charged fees or service charges assessed by the Nonprofit which are required of all tenants of the Buildings, other than security deposits, and (iii) no possessory interest, taxes or other fees or charges assessed for the use of the Buildings and facilities associated therewith by a public or private entity other than Nonprofit, the maximum rent chargeable by the Nonprofit for these units is **$1,423.50** per month.

ATTACHMENT NO. 7

RECORDING REQUESTED BY:)
AND WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: Community Development Director)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of _____, 1999, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of _____, 1999 (the "Purchase Agreement"), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "Property"). The Property is further described in the Legal Description which is attached hereto as Exhibit A, and depicted in the Map which is attached hereto as Exhibit B, which are both incorporated herein. A portion of the cost of acquisition of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds provided to the Agency by the City.

B. Pursuant to the Purchase Agreement, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

C. The execution and recording of this Agreement is a requirement of the Purchase Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Regulatory Agreement between the Agency and the Nonprofit.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Attachment No. 2 and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Map" means the map of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Operating Reserve" is defined in Section 405 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. CONDITION OF THE PROPERTY

201. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in

the Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or

after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the sole negligence of the Agency or its agents or employees.

303. Rights of Access. Representatives of the Agency shall have the right to inspect the Property so long as Agency representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency.

400. COVENANTS AND RESTRICTIONS

401. Use in Accordance with Redevelopment Plan. The Nonprofit covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof, that upon the Closing and during the Affordability Period, the Nonprofit shall devote the Property to the uses specified in the Redevelopment Plan and this Agreement for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Nonprofit pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty (20) of the apartment units in the Buildings to Lower Income Households, and twenty (20) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof. A summary of the affordable housing requirements of this Section 402 is attached hereto as Attachment No. 6 to the Purchase Agreement, which is hereby incorporated herein by this reference.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency for Agency's approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency. The Agency shall approve such lease form upon finding that such lease form is consistent with this Lease and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Nonprofit shall enter into a lease, in the form approved by the Agency, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair

market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency as provided herein. The maximum monthly rental amount for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

a. For Very Low Income Households: the lesser of (a) One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County median income for a household size appropriate for the unit.

Household size appropriate to the unit shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The maximum monthly rental amount for apartment units in the Buildings shall include a reasonable utilities allowance to be determined by the Agency, which utilities allowance shall be set at an amount which will cover the projected charge for all utilities (whether paid for by Nonprofit or paid directly by the individual tenant), including gas and electrical service, water, sewer and garbage collection, but excluding telephone service and cable television. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above. The current maximum rents allowable under this Section 402.6 are set forth in Attachment No. 6.

402.7 Occupancy Standards. Occupancy of studio apartment units shall be limited to three persons, occupancy of one bedroom apartment units shall be limited to four persons, occupancy of two bedroom apartment units shall be limited to six persons, occupancy of three bedroom apartment units shall be limited to eight persons, and occupancy of four bedroom apartment units shall be limited to ten persons.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by

the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency does not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed five percent (5%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing,

however, no payments shall be made into the Capital Replacement Reserve,which cause the balance thereof to exceed Fifty-Nine Thousand Dollars ($59,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her,

establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency, service of process on the Agency shall be made by personal service upon the Agency's Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Executive Director

To Nonprofit: Burbank Housing Corporation
153 West Elmwood Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act

of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Nonprofit. Accordingly, for the period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency. The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Nonprofit.

604. Agency Approvals and Actions. The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Executive Director (or his or her duly authorized representative). The Agency's Executive Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Regulatory Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
City Attorney/Agency General Counsel

_____
Stradling Yocca Carlson & Rauth
Agency Special Counsel

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

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DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

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CITY CLERK
CITY OF BURBANK

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
County of Los Angeles,

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Burbank Leader, a newspaper of general circulation, printed and published bi-weekly in the City of Burbank, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of June 21, 1927, Case Number 221017; that the notice, of which the annexed is a printed copy (set in type no smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

November 13, 20,

all in the year 1999

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Burbank, California,

this 20 day of November, 1999

Signature

BL 11-22

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, November 30, 1999, at 7:00 p.m. in the COuncil Chambers, City Hall, 275 East Olive Avenue, Burbank, California, the Redevelpment Agency of the City of Burbank (Agency) will conduct a public hearing on the Purchase Agreement between the Agency and the Burbank Housing Corporation (Developer) for the disposition of 153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue (Project). The Agency acting as the lead agency determined that, pursuant to the California Environmental Quality Act, this project is Categorically Exempt pursuant to Seciton 15312, Surplus Government Property Sales, of the State Environmental Impact report Guidelines and a Public Notice of Environmental Determination has been posted at the Planning Division counter. This hearing will be conducted pursuant to Redevelopment Law (Section 33431, Health and Safety Code, State of California). The project is not being conveyed for development under Redevelopment Law and, as such, does not require a joint public hearing with the Burbank City Council.

The Project entails the sale by the Agency to the Developer of nine rental apartment buildings representing 59 residential units restricted by household income and affordability, and an Achievement Center to provide certain educational services and administrative offices. A copy of the proposed draft Purchase Agreement together with other exhibits, including a Regulatory Agreement between the Agency and the Developer is available for public inspection in the Community Development Department, second floor of the Municipal Services Building, 275 East Olive Avenue, Burbank, California, weekdays between 8 a.m. and 5 p.m. Any person or organization is invited and may appear at the public hearing to offer oral testimony relative to the subject sale. Any person or organization may file written testimony of the proposed redevelopment of said property with the City Clerk, 275 East Olive Avenue, Post Office Box 6459, Burbank, California 91510.

If you have any questions regarding this application, please telephone Duane Solomon, Housing Development Manager at (818) 238-5180, weekdays between 8-9 a.m. and 1-4 p.m.

The file on this matter, the draft Purchase Agreement and related exhibits between the Agency and the Developer and a copy of the Burbank Municipal Code are on file in the office of the City Clerk and are available for public inspection.

REDEVELOPMENT AGENCY OF THE
CITY OF BURBANK
Judie Sarquiz, Secretary

Publish: November 13, 20, 1999

burbank
redevelopment
agency

275 east olive avenue • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

File No. RA82
Submitted to Council on 11-30-99
Reso/Ord No. R-1946
Noted, Rec'd, Filed
Action Taken
Vote 5-0

DATE: November 30, 1999

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Robert M. Tague, Community Development Director
Asst. Executive Director
Via: Susan Evans, Asst. CDD for Housing and Redevelopment
By: Duane Solomon, Housing Development Manager

SUBJECT: Consideration of a Purchase and Sale Agreement between the Redevelopment Agency and the Burbank Housing Corporation

PURPOSE

The purpose of this report is to provide information to the Burbank Redevelopment Agency (Agency) to consider a Purchase and Sale Agreement (Exhibit A) between the Agency and the Burbank Housing Corporation (BHC) for the disposition of 153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue.

BACKGROUND

In 1995, the Agency acquired with federal HOME and Housing Set-Aside funds nine apartment buildings on the 100 Block of West Elmwood Avenue (Property) in connection with the Elmwood Beautification Program. The apartment buildings were rehabilitated and two of the units converted into the Achievement Center to provide an after-school educational program targeted to Property residents. Insofar as State law prohibits redevelopment agencies to own and operate housing for an extended period, it was anticipated that the Agency would eventually sell the Property.

Consequently, on September 8, 1998, the Agency entered into a one-year Lease Agreement with the Burbank Housing Corporation, which was intended to facilitate the orderly transition of the management and ownership of the Property from the Agency to the BHC. It was the Agency's expectation that the BHC would have demonstrated by the end of the Lease a level of administrative capacity and property management ability that warranted the sale of the Property to the BHC.

Since that time, the Agency and BHC have initiated a series of actions that gives the Agency staff confidence in recommending the disposition of the Property to the BHC. On March 31, 1999, Agency staff concluded that the BHC met all required federal criteria and certified to the U.S. Department of Housing and Urban Development (HUD) that BHC was now designated as a

community housing development organization or CHDO. On June 22, 1999, the City Council approved a HOME Fund Reservation Agreement (Reservation Agreement) to reserve federal HOME funds for the BHC and on October 26, 1999 the Agency and Council jointly approved an action providing funds to the BHC to rehabilitate, operate and ultimately purchase (subject to project management performance) Agency-owned rental property at 3221 Fairview Street. Finally, Agency staff concluded after a desk review and property inspection of the Property that the BHC was in substantial compliance with the terms of the Lease.

ANALYSIS

The Purchase and Sale Agreement and its attendant exhibits comprised of a Regulatory Agreement, Grant Deed, Promissory Note and Deed of Trust (Agreement), is presented for Agency consideration and is intended to accomplish the following: 1) extend purchase financing to the BHC by the Agency in the form of a Note secured by a Trust Deed recorded against the Property; 2) continue lease terms in perpetuity by recording covenants that restrict occupancy and affordability and that prescribe property maintenance standards; and 3) structure loan repayment through residual receipts as a means to maintain the administrative capacity of the BHC, as well as the operations of the Property and of the Achievement Center.

Summarized below are the salient provisions of the proposed Agreement under which the Agency agrees to sell the Property to the BHC.

- Purchase Price

  The Agency will sell the Property to the BHC for $2.8 million, which is the fair market value established through an independent appraisal that considered the after-rehabilitation fair market value of the Property, inclusive of 59 income and rent restricted units, an Achievement Center and corporate office for the BHC. The Agency previously expended approximately $5.76 million in development costs comprised of rehabilitation and various soft costs including tenant relocation payments, as well as $3.32 million for property acquisition. The difference between the initial acquisition price and the resale value is attributable to rent loss when several income-generating rental units were reconfigured into the Achievement Center coupled with the effect of restricting rents on all 59 units.

  Keyser Marston Associates, Inc. (KMA) prepared an economic analysis for the Agency, which concluded that there is insufficient cash flow to repay entirely the Agency loan given projected operating standards. The Agency at the end of 30 years will have received an estimated $1.97 million repaid in nominal dollars, leaving a remaining balance of approximately $830 thousand, which will be due and payable.

- Financing Terms

  The BHC will owe the Agency the $2.8 million purchase price, which will be secured by a Note and Trust Deed on the property with a term of 30 years at zero percent interest. Financing for the potential acquisition of the Property will be paid through residual receipts from the Property's net profits beginning on the first anniversary of the Agreement. Net

profit is defined as gross income from the Property less payment of operating expenses that includes the Achievement Center and BHC expenses.

The Purchase and Sale Agreement stipulates that the Agency will be repaid from net revenues (rents after deducting operating expenses). Annual receipts will be prorated between the Agency and City at, respectively, 80 percent and 20 percent, which is commensurate with the amount of Set-Aside and HOME funds expended for development costs.

To mitigate the implicit risk that the Property's operating expenses are markedly different than projected in the pro forma, the Purchase and Sale Agreement requires that by or before April 1 of each year, BHC is to provide an audited financial statement verifying that the amount of net profit being remitted to the Agency for the ending calendar year conforms to industry standards for operating costs of projects of similar size and including the following key elements.

- Operating expenses refer to actual cash expenses to operate the Property and include such eligible costs as maintenance and utilities, a Capital Replacement Reserve that will be capitalized at $250 per unit per year with a cap of $59,000, as well as an asset management fee and property management fee of, respectively, two percent and six percent of gross rents.

- The Agency has always recognized that an educational center should be an integral element to improving the Elmwood neighborhood, and that the Achievement Center's operations would require funding from the Property's income. Operating expenses include, therefore, the annual expenses to operate Achievement Center, which may not exceed during the first year a budgeted amount of $62,000 and, thereinafter, may increase by a nominal inflationary adjustment of up to 3.5 percent above the prior year.

- The Agency's purpose in creating BHC was to establish a community housing development organization (CHDO) that could be the recipient of HOME funds reserved for a CHDO to own or develop affordable housing projects. In doing so, the Agency recognized that a stable source of funding was needed for BHC to maintain its administrative capacity. Consequently, operating expenses include funding the annual corporation expenses in an amount of approximately $101,000 for the first year with a subsequent allowable increase of up to 3.5 percent above the previous fiscal year.

Example:

Purchase Price (Appraised Value)	*$2,800,000*
Anticipated Income	*379,000*
Operating Expenses	*<300,000>*
Net Profits	*$ 79,000*
▪ *Agency share (80%)*	*<63,000>*
▪ *City share (20%)*	*<16,000>*

- **Affordability and Income Restrictions**

  Covenants restricting household income (occupancy) and rental rates (affordability) are attached in perpetuity to all 59 residential units (Section 402.3 of the Agreement and Regulatory Agreement). Occupancy and affordability for individual buildings described in the Lease will continue under the terms of sale based upon the following distribution initially established in the Lease: 19 very low-income units, 20 lower-income units and 20 moderate-income units. Occupancy standards are established at two persons per bedroom plus two additional persons (e.g., maximum occupancy for a two-bedroom is six persons).

- **33433 Report**

  Section 33433 of the California Redevelopment Law requires the Agency to prepare a report whenever property purchased with Agency tax increment funds is to be sold or leased for development. The 33433 Report sets forth the costs and benefits of the transaction to the Agency, but is not required for the sale or lease of land for a project that does not constitutes development (Health and Safety Code Section 33013).

  Although a 33433 Report is not required, the Agency retained KMA to prepare an economic analysis of the Agency transaction. KMA's analysis concluded that: 1) insofar as the BHC is required to repay to the Agency 100 percent of the cash flow after payment of operating costs, the loan structure would not provide a windfall profit to the BHA; and 2) that there is insufficient cash flow being generated from rental income on the completed project to fully repay the Agency.

ENVIRONMENTAL REVIEW

The Agency, acting as the lead agency pursuant to the California Environmental Quality Act (CEQA), determined that this project is Categorically Exempt. The project entails the disposition of Agency held properties and is considered categorically exempt under Section 15312 of the State EIR Guidelines, surplus government property sales. A Public Notice of Environmental Determination has been posted at the Planning Division counter.

FISCAL IMPACT

Having purchased the property for $3.32 million, the Agency will sell the property to BHC for $2.8 million. The $520,000 difference between the sales price and the after-rehabilitation appraisal is attributable to the loss of two rental units for the Achievement Center and the impact of affordability covenants. The Agency also expended $2.44 million for other development expenditures: rehabilitation ($1.35 million) that included reconstruction of the Achievement Center, relocation payments, professional services and street improvements. A fully amortized Note and First Trust Deed will secure the purchase price at zero percent for 30 years repaid through the Property's net profits with any remaining balance due and payable at year 30.

RECOMMENDATION

It is recommended that the Redevelopment Agency adopt a resolution entitled "A Resolution of the Redevelopment Agency of the City of Burbank Approving a Purchase and Sale Agreement between the Agency and the Burbank Housing Corporation".

EXHIBIT:

A Purchase and Sale Agreement

elmwdagr.doc

HEARING SCRIPT

Hearing Date: November 30, 1999
Subject: Purchase and Sale Agreement: 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood.

Chairperson: "This is the time and place for the public hearing on the sale of the land and apartment buildings located on the 100 block of West Elmwood.

Chairperson: "Ms. Sarquiz, have the notices as required by law been given?"

[Affirmative response by Ms. Sarquiz]

Chairperson: "Do we have the complete file of exhibits, correspondence and other documents?"

[Affirmative response by Ms. Sarquiz.]

Chairperson: "Are there any written communications on this matter?"

[If the answer is 'yes' ask Ms. Sarquiz to read the communications, or hand them to the Agency members for their perusal, then order them made a part of the record if there are no objections.]

Chairperson: "Will the representative of the Redevelopment Agency please introduce yourself and summarize the matter for us."

[At the conclusion of the Agency staff member presentation,]

Chairperson: "We will now hear from any persons in the audience who wish to speak on this matter. Each person may address the Council for five minutes.

[At the conclusion of the public testimony,]

Chairperson: "I now declare the hearing closed and the Agency will now deliberate. What is the Agency's pleasure? Is there any discussion or a motion?"

1208
ATTACHMENT 10-2116
RA 82
8-27-02

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: August 27, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Amendment to Regulatory Agreements Between the City of Burbank, the Burbank Redevelopment Agency and the Burbank Housing Corporation Governing Properties on West Elmwood

PURPOSE

The purpose of this report is to provide information for the City of Burbank and the Burbank Redevelopment Agency (hereinafter generally referred to as City/Agency) to consider terminating the Regulatory Agreement with the Burbank Housing Corporation (BHC) for 199 West Elmwood and including those conditions in an amended Regulatory Agreement governing ownership of 59 units sold to the BHC (153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue) under a Purchase and Sale Agreement. The intent of this action is to integrate the terms of occupancy and affordability into one master recorded document.

BACKGROUND

On November 30, 1999, the City/Agency approved a Purchase and Sale Agreement with the BHC for the disposition of 153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue. The sale of these 59-housing units plus the Achievement Center included various conditions restricting housing operations, e.g., occupancy, and affordability. On July 10, 2001 the City/Agency entered into an Affordable Housing Agreement to assist the BHC acquire and rehabilitate a six-unit apartment building at 199 West Elmwood Avenue and to amend and restate the Promissory Note for the earlier approved 59-unit BHC project on Elmwood to integrate the debt and revenue generated by the two projects on Elmwood.

ANALYSIS

The Affordable Housing Agreement for 199 West Elmwood and the Purchase and Sale Agreement for other BHC-owned properties on West Elmwood each provide for a Regulatory Agreement that serves as the recording instrument for the covenants, conditions and restrictions placed on the BHC's property operations by the City/Agency for each project. While all the terms are identical for the two projects, occupancy and affordability restrictions are project specific and thereby unduly complicate BHC lease-up of units. This is a property management issue that would only increase should the BHC later acquire other properties on West Elmwood with each also generating a separate Regulatory Agreement. Consequently, staff is supporting the BHC's recommendation that the two Regulatory Agreements be melded together into one Regulatory Agreement that applies to both transactions, and that provides BHC with greater flexibility when leasing units. Staff is also recommending adjusting the occupancy standard to conform to recent transactions with the BHC. Following is a synopsis of the proposed amended Regulatory Agreement.

- **Occupancy and Affordability Requirements**

  Occupancy or income restrictions and affordability or rent restrictions set forth in the Purchase and Sale Agreement (59-unit project) and the Affordable Housing Agreement (six-unit project at 199 West Elmwood Avenue) were recorded via a Regulatory Agreement for each project. The Regulatory Agreement for the purchase by BHC of the 59 Elmwood units distributed occupancy and affordability accordingly: 19 very low-income units, 20 lower-income units and 20 moderate-income units. Under the Regulatory Agreement (Section 4) for 199 West Elmwood, affordability and income covenants stipulate that three two-bedroom units will be HOME restricted for low-income households and the remaining three two-bedroom units will be affordable to moderate-income households.

  The amended Regulatory Agreement will combine the terms of the two aforementioned agreements as shown below.

Income/Rent Requirements	Regulatory Agreements		
	Elmwood (59-Units)	199 Elmwood	Amended Agreement
Very Low-Income/Set-Aside Rents	1		1
Very Low-Income/HOME Rents	18		18
Lower-Income/Set-Aside Rents	20		20
Lower-Income/HOME Rents		3	3
Moderate-Income/Set-Aside Rents	20	3	23
Totals	59	6	65

The Affordability Period in the Amended Regulatory Agreement will continue requiring income and rent restrictions to extend in perpetuity.

- **Property Maintenance**

This section would be unchanged, except as it relates to occupancy standards described below. The BHC is required to maintain the Project in accordance with all applicable local codes, rehabilitation standards, ordinances and zoning ordinances as required by Section 92.251 of the HOME Regulations and at a standard of maintenance commensurate with similar housing units within Los Angeles County.

An occupancy standard is imposed to guard against overcrowded conditions. The amended Regulatory Agreement reduces the maximum household size from an earlier limit of two persons per bedroom plus two additional persons (e.g., a two-bedroom unit would have a maximum household size of six persons) to two persons per bedroom plus one additional person (the same example for a two-bedroom would have a maximum occupancy of five persons). However, no residents as of the date of this amended Regulatory Agreement would be evicted from their apartment units if they do not meet the revised occupancy standards requirements.

The amended Regulatory Agreement would continue requiring periodic inspections and allow the City/Agency to abate property violation and attach a lien upon the Project or assess the BHC, if the BHC fails to maintain the Project. The City/Agency has authority to require replacement of a property manager due to poor performance and to approve another property manager or property management company.

- **Approval of Sale, Transfer or Assignment**

This section remains unaltered. Covenants run with the land and all of the terms, covenants and conditions are binding upon the BHC and any "permitted" successors and assigns. The Project may not be sold, transferred, conveyed, encumbered to secure financing, assignment or lease without the prior written approval of the City/Agency, except for permitted transfers, viz., the City/Agency (a) subordinates its loan to accommodate financing or (b) the Project is sold, transferred or assigned and the City/Agency's restrictions related to housing operations (income, affordability, occupancy, maintenance) are continued. Approval of sales, transfers or assignments would be restricted to only those proposed assignees or transferees demonstrating comparable operational experience and capability, who would be required to assume the obligations of the BHC under the Agreement and would be considered a community housing development organization or CHDO.

FISCAL IMPACT

Amending the Regulatory Agreement for West Elmwood properties owned by the BHC will have no financial impact to the City/Agency.

RECOMMENDATION

City Council

Staff recommends that the City Council adopt the proposed resolution.

Redevelopment Agency

Staff recommends that the Redevelopment Agency adopt the proposed resolution.

EXHIBITS:

A Amended Regulatory Agreement

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement") is entered into as of July 17, 2001, by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer is negotiating an agreement to purchase real property improved with a six-unit apartment building at 199 West Elmwood Avenue in the City of Burbank (the "Property"), located on the land more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein by reference.

D. By this Agreement, and subject to the terms and conditions herein, the City desires to provide financial assistance to Developer in the form of a loan of HOME funds in the amount of One Hundred Sixty Thousand Dollars ($160,000) (the "City Loan"), and the Agency desires to provide financial assistance to the Developer in the form of a loan of Housing Funds in the amount of One Hundred Thousand Dollars ($100,000) (the "Agency Loan"), to acquire and rehabilitate the Property. In consideration for the City Loan and the Agency Loan, the Developer desires to acquire and rehabilitate the Property, and to maintain the Property as an affordable housing project.

E. The acquisition, rehabilitation and operation of the Property pursuant to this Agreement is in the vital and best interest of the City and the health, safety and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, the parties hereto agree as follows:

100. CITY AND AGENCY ASSISTANCE

101. Agency Loan and City Loan. The Agency agrees to loan to the Developer and the Developer hereby agrees to borrow from the Agency the amount of One Hundred Thousand Dollars ($100,000) (the "Agency Loan"), and the City agrees to loan to the Developer and the Developer agrees to borrow from the City One Hundred Sixty Thousand Dollars ($160,000) (the "City Loan"), subject to the terms and conditions set forth in this Agreement, and subject further to the terms and conditions set forth within the documents and instruments executed by the Developer in connection with this transaction, including the "Amended and Restated Promissory Note," in substantially the

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7-10-01

form set forth in Exhibit B, the "Deed of Trust," in substantially the form set forth in Exhibit C, and the "Regulatory Agreement," in substantially the form set forth in Exhibit F. The amount owing under the Amended and Restated Promissory Note shall be the principal amounts of the Agency Loan and City Loan added to the principal amount owing under that certain promissory note executed on November 30, 1999 by and between the Agency and Developer, which promissory note is secured by a deed of trust upon certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (the "Adjacent Developer Properties"). As of the date of this Agreement, the outstanding balance of the promissory note secured by the Adjacent Developer Properties was Two Million Seven Hundred Thousand Two Hundred Sixty Five and 48/100 Dollars (2,747,265.48). The Amended and Restated Promissory Note shall accrue no interest, and shall be payable in annual installments of one hundred percent (100%) of the Residual Receipts (as defined in the Amended and Restated Promissory Note) of the Property and Adjacent Developer Properties ("Annual Residual Receipts Payment"), beginning April 1, 2002. Any remaining balance still owing under the Amended and Restated Promissory Note as of November 30, 2029 shall be due and payable on that date. The Operating Expenses, Income and Residual Receipts (as those terms are defined in the Amended and Restated Promissory Note) shall be reported to the Agency annually before April 1 of each year, accompanied by an annual financial statement with respect to the Property that has been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statement presents the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles, and that the payment made is the amount due under this Section 101. The Amended and Restated Promissory Note shall be secured by the recordation in the official records of the County of a deed of trust in the form of Exhibit C which is attached hereto and incorporated herein (the "Deed of Trust"). The Deed of Trust shall encumber the Property and Adjacent Developer Properties. The Deed of Trust shall be prior and superior to all other liens and encumbrances upon the Property and the Adjacent Developer Properties, except as otherwise approved by the Agency.

The Agency Loan and City Loan shall be disbursed to or on behalf of the Developer for the cost of the acquisition and for the Rehabilitation (as defined in Section 201 herein) of the Property. Agency Loan and City Loan funds may be used for the hard costs of the Rehabilitation, including a ten percent construction contingency as well as approved soft costs for issuance of permits, architectural, engineering, and legal services, and closing costs for the Property. Any remaining balance may be applied to reduce the amount owing on the Agency Loan. The proceeds of the Agency Loan and City Loan shall not be used for project reserve accounts, monitoring, servicing and origination fees, or for expenditures made or incurred more than one year after project completion. The Agency Loan and City Loan shall be disbursed to or on behalf of the Developer upon the satisfaction of the conditions set forth in Section 103 hereof.

102. Agency Administration of City Loan.

By this Agreement, the City agrees to administer the City Loan, it being agreed and understood that payment by Developer of the Annual Residual Receipts Payments is for the City Loan, as well as the Agency Loan and the loan made pursuant to the original Promissory Note secured by the deed of trust against the Adjacent Developer Properties. The Agency shall administer and monitor the City Loan, and upon receipt of each Annual Residual Receipts Payment, make a payment to the City in an amount equal to twenty percent (20%) of the Annual Residual Receipts Payment, which payment shall constitute developer's annual payment on the City Loan.

103. Conditions Precedent to Disbursement of Agency Loan and City Loan. The Agency Loan and the City Loan shall be disbursed to or on behalf of the Developer upon the satisfaction of the following conditions:

a. Execution and Delivery of Documents. Developer shall have executed and delivered into the escrow established for the acquisition of the Property the Amended and Restated Promissory Note, the Deed of Trust, the Regulatory Agreement, and any other documents and instruments required to be executed and delivered by Developer (collectively, the "Loan Documents"). The Deed of Trust shall replace that certain deed of trust executed by Developer on November 30, 1999 and recorded against the Adjacent Developer Properties. The Agency shall, if necessary, execute a reconveyance deed of the original deed of trust recorded against the Adjacent Developer Properties as part of the recordation process for the Deed of Trust.

b. Financing. The City and Agency shall have determined that the Developer has sufficient funds, in addition to the City Loan and the Agency Loan, if necessary, to finance the acquisition and Rehabilitation of the Property.

c. Property Appraisal. City and Agency shall have conducted any appraisals of the Property and/or evaluations of market data which it desires, demonstrating to their satisfaction that the purchase price to be paid by the Developer for the Property is not greater than the fair market value of the Property.

d. Insurance. The Developer shall have presented a certificate to the City and Agency of the insurance policies which are required pursuant to Section 207 hereof.

e. Title Insurance. If desired by the City and/or Agency, the requesting party or parties shall have received from a title insurance company approved by the requesting party or parties a policy of lender's title insurance with mechanic's lien coverage, together with such endorsements as the insured party may require, which shall insure the deed of trust of the requesting party or parties as a valid lien upon the Property, in the lien priority required by this Agreement, and subordinate only to those liens and encumbrances reasonably approved by the insured party.

f. Title to Land. The Developer shall, as of the closing and disbursement of the Agency Loan and City Loan, have good and marketable fee title to the Property, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than the liens for current real property taxes and assessments not yet due and payable, and any other matters approved in writing by the City and Agency. The Developer hereby covenants and agrees to seek to acquire the Property in a timely manner and in accordance with the Schedule of Performance attached hereto.

g. Recordation. The Deed of Trust and the Regulatory Agreement shall be recorded against the Property concurrently with or prior to the time of the first disbursement of the Agency Loan and City Loan.

h. Request for Payment. For payment of Rehabilitation costs, Developer shall have submitted a request for payment to the City and Agency on a form supplied by the City and Agency, together with invoices from contractors and subcontractors and any other requested information and documents, indicating that the particular item of Rehabilitation work for which payment is being requested is complete.

i. **Inspection of Work.** For payment of Rehabilitation costs, the City shall have inspected the particular item of Rehabilitation work for which payment is being requested and shall have determined that such Rehabilitation work has been completed in accordance with this Agreement and has been completed in a satisfactory manner in accordance with the standards of the construction industry.

j. **Completion of Project.** For payment of the development management fee to the Developer, the Rehabilitation of the Property shall have been completed in accordance with the requirements of this Agreement.

k. **No Default.** There shall exist no condition, event or act which would constitute an Event of Default (as hereinafter defined) hereunder or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default.

l. **Representations and Warranties.** All representations and warranties of Developer herein contained shall be true and correct.

104. Assumption of Agency Loan and City Loan. Except in connection with transfers approved or permitted pursuant to Section 504 hereof, the Amended and Restated Promissory Note shall not be assignable to or assumable by successors and assigns of Developer. In no event, however, shall the Amended and Restated Promissory Note be assigned except in connection with the conveyance of the Property to the person or entity which acquires the Property.

105. Condition of the Property. The following requirements shall apply to the Property:

105.1 Indemnification. Developer shall save, protect, pay for, defend, indemnify and hold harmless the City and the Agency and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and remedial and response costs) (the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by the City, Agency or their officers, employees, representatives or agents by reason of, resulting from, in connection with or arising in any manner whatsoever as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials which is caused by Developer, or its agents, employees, representatives, agents, contractors or invitees.

105.2 Duty to Prevent Hazardous Material Contamination. During the Rehabilitation and operation of the Property, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

105.3 Definitions.

For purposes of this Section 105, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

For purposes of this Section 105, "Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

106. Additional Agency Assistance. As additional consideration for the Developer's performance hereunder, the Agency will provide additional funds for due diligence activities related to the Rehabilitation of the Property, including appraisals, lead and asbestos testing of the Property, and relocation services (the "Due Diligence Funds), in an amount not to exceed Thirty Thousand Dollars ($30,000.00). The Due Diligence Funds will be paid by Agency to the consultants and/or contractors performing the due diligence work, at Agency's sole and absolute discretion.

200. REHABILITATION OF THE IMPROVEMENTS.

201. Rehabilitation of the Property. The Developer agrees to rehabilitate the Property in accordance with the Scope of Work which is attached hereto as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR §882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 hereof. The Developer further agrees to comply with and to cause any contractors and/or subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u, and the implementing regulations, in connection with the Rehabilitation of the Property. Developer shall submit to the City one or more construction contracts with a duly licensed contractor or contractors reasonably acceptable to the City

providing for the Rehabilitation of the Property in conformance with the terms of this Agreement. Each such contractor or contractors shall have provided to the City the certification in appendix B of 24 CFR part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from this project, and the City shall be responsible for determining whether each contractor has been debarred. The City shall reasonably approve such contract or contracts if the City finds that such contractor or contractors have sufficient experience and expertise necessary to perform the Rehabilitation of the Property in a first class manner in accordance with all of the requirements of this Agreement.

202. Scope of Work. The City and Agency shall not be responsible to the Developer or to third parties in any way for any defects in the Scope of Work, nor for any structural or other defects in any work done according to the approved Scope of Work. The Developer shall hold harmless, indemnify and defend the City and the Agency and their officers, employees, agents and representatives from and against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Scope of Work, including without limitation the violation of any laws, and for defects in any work done according to the approved Scope of Work.

203. Cost of Rehabilitation. The Rehabilitation of the Property shall be paid with the proceeds of the City Loan and a portion of the Agency Loan. The Developer shall be responsible for any additional funds necessary to complete the Rehabilitation of the Property; provided, however, that in the event that there are insufficient City Loan proceeds available to fund such work, the City shall reasonably consider deleting certain work from the Scope of Work, and the Developer shall defer payment of all or a portion of the development management fee, in order to assure that there are sufficient funds for the Rehabilitation.

204. Timing of Rehabilitation. The Developer hereby covenants and agrees to commence the Rehabilitation of the Property within the time set forth in the Schedule of Performance. The Developer further covenants and agrees to diligently prosecute to completion the Rehabilitation of the Property in accordance with the approved Scope of Work and to file a Notice of Completion pursuant to California Civil Code Section 3093 within the time set forth in the Schedule of Performance.

205. City and Other Governmental Permits. Before commencement of the Rehabilitation of the Property, the Developer shall secure or cause its contractor to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits, and a conditional use permit and required variances for the conversion of the single family house on the Property into the Activity Center and administrative office. The Developer shall pay all necessary fees and take all actions necessary to obtain such permits; the staff of the City and Agency will, without obligation to incur liability or expense therefor, use its best efforts to expedite the City's issuance of building permits for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

206. Right of the City and Agency to Satisfy Other Liens on the Property After City Loan Disbursement. After the Developer has had written notice and has failed after a reasonable time to challenge, cure, adequately bond against, or satisfy any liens or encumbrances on the Property which are not otherwise permitted under this Agreement, the City and the Agency shall have the right but no obligation to satisfy any such liens or encumbrances. Notwithstanding the above, the Developer shall have the right to contest the validity or amounts of any tax, assessment, or encumbrance applicable to the Developer in respect thereto.

207. Insurance and Indemnity. The Developer shall take out and maintain or shall cause its contractor to take out and maintain until the issuance of the Certificate of Completion pursuant to this Agreement, a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy. All policies shall protect the Developer, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. Developer shall also take out and maintain a policy of property damage insurance, with the policy amount in the full replacement value of the Property. The Developer shall also furnish or cause to be furnished to the City and Agency evidence satisfactory to the City and Agency that Developer and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Prior to the Closing of the Developer's acquisition of the Property, upon any procurement or renewal of an insurance policy, and not less than annually in any case, the Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the City and Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Developer at the time set forth therefor in the Schedule of Performance. Developer shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

In addition to the foregoing, the Developer shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the sole negligence of the Agency or its agents or employees.

208. Entry by the City and Agency. Developer shall permit the City and the Agency, through their officers, agents or employees, at all reasonable times to enter onto the Property and inspect the Property and work of Rehabilitation to determine that the same is in conformity with the Scope of Work and all the requirements hereof. The City and Agency intend that the Property will be inspected not less than annually to ensure compliance with the requirements of this Agreement. Developer acknowledges that the City is under no obligation to supervise, inspect, or inform Developer of the progress of construction, and Developer shall not rely upon the City or Agency

therefor. Any inspection by the City and/or Agency is entirely for its purposes in determining whether Developer is in default under this Agreement and/or compliance with City building codes and is not for the purpose of determining or informing Developer of the quality or suitability of construction. Developer shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers.

209. Compliance With Laws. The Developer shall carry out the acquisition, design, Rehabilitation and operation of the Property in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*.

209.1 Taxes and Assessments. The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Developer's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes as provided above. The Developer agrees that it will not apply for a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property even though it may be so entitled by virtue of its nonprofit status.

209.2 Relocation.

a. Survey. Developer shall conduct and submit to the City and Agency a tenant survey, completed by each tenant household currently residing in the Property and such other information as reasonably required by City and Agency necessary to evaluate the relocation obligations, if any, required by federal, state and/or local law with respect to the Developer's acquisition and Rehabilitation of the Property.

b. Existing Tenants. As soon as possible after the date of this Agreement, the City, the Agency and the Developer shall cooperate in sending notices to the existing tenants of the Property notifying such persons of the Developer's duty to complete the Rehabilitation of the Property within two years from the date of this Agreement, (ii) notifying the tenants that they will be entitled to continue to lease their existing units, (iii) notifying the tenants that if they are required to temporarily relocate from their units they will be entitled to payment for out-of-pocket expenses incurred in connection with the temporary relocation, and (iv) offering such tenants the opportunity to lease their current units in the Property for not less than one year after completion of the Rehabilitation, upon reasonable terms and conditions, in conformance with the requirements of Section 92.353(c)(2)(1)(C)(1) of the HOME Program regulations. The form of such notice shall be approved by the City and Agency prior to its delivery to the tenants.

c. Timing of Rehabilitation. The Rehabilitation of the Property shall be conducted in such a manner as to prevent, to the maximum extent feasible, any permanent or temporary displacement of existing tenants of the Property in accordance with applicable law. In the event that any of the current tenants of the Property vacate their units voluntarily, or are evicted for cause based upon a serious or repeated violation of the terms of their lease or occupancy agreement, the Developer shall commence the Rehabilitation of such unit as soon as possible thereafter, and shall not re-lease such unit until after the completion of the Rehabilitation of such unit.

d. Cost of Relocation. In the event that any displacement of tenants of the Property occurs, the City shall provide relocation assistance in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act, 42 U.S.C. § 4201, *et seq.*, the California relocation law, Government Code Section 7260, *et seq.*, and the regulations adopted pursuant thereto by the United States, State of California and the City (collectively, the "Relocation Laws"), and in a manner approved by the City and Agency to each tenant household required to temporarily or permanently vacate a unit within the Property for purposes of completing the Rehabilitation. In the event of permanent displacement of existing tenants due to the implementation of this Agreement, despite the Developer's efforts to prevent such displacement as provided above, the City and Agency shall be fully responsible for administering determinations of eligibility and payments pursuant to the Relocation Laws. The City shall bear the cost of such relocation.

209.3 Liens and Stop Notices. The Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Property the Developer shall within thirty (30) days of such recording or service or within five (5) days of the demand of the City or Agency, whichever last occurs: pay and discharge the same; or effect the release thereof by recording and delivering to the City and Agency a surety bond in sufficient form and amount, or otherwise; or provide the City with other assurance which the City and Agency deem, in their sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of City and Agency from the effect of such lien or bonded stop notice.

209.4 HOME Program Requirements. The City Loan will be provided through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, as it now exists and as it may hereafter be amended, pursuant to the implementing regulations set forth at 24 CFR 92, as they now exist and as they may hereafter be amended (the "HOME Program"). Accordingly, the Developer shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Specifically, without limitation, as applicable, the Rehabilitation shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327a - 332) and other federal laws and regulations pertaining to labor standards. Upon request, the City shall provide to the Developer a copy of applicable HOME Program requirements.

300. OPERATION OF HOUSING

301. Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease three of the six housing units within the Property to households with incomes that do not exceed sixty percent (60%) of Los Angeles County median income ("AMI"), adjusted for family size ("Low Income Households"), as established and amended from time to time by the United States Department of Housing and Urban Development ("HUD"), and the remaining three units to households with incomes that do not exceed one hundred twenty percent (120%) of AMI as established by HUD, all at an Affordable Rent (the "Affordable Units"). After the tenant's initial occupancy of an Affordable Unit designated for Low Income Households or as High Home Rent Units, the tenant's income may increase above such level, provided that if the tenant's income exceeds eighty percent (80%) of Los Angeles County Median Income, adjusted for family size, the rent charged by Developer may be increased to the maximum rent set forth in Section 302 hereof. The Developer shall comply with the terms set forth below and in the Regulatory Agreement which is attached hereto as Exhibit F and incorporated herein by reference.

The Developer shall annually submit to the City and the Agency a completed income computation and certification form, in a form to be provided by the City and Agency. The Developer

shall certify that each tenant of the Property meets the income restrictions of this Section 301. The Developer shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. The Developer shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain an alternate form of income verification reasonably requested by the Developer, if none of the above forms of verification is available to the Developer.

The Property shall be subject to the requirements of this Article 300 in perpetuity commencing upon the date of the Developer's acquisition of the Property. The duration of this requirement shall be known as the "Affordability Period."

302. Affordable Rent. The maximum Monthly Rent chargeable for the Affordable Units shall be annually determined by the City and Agency in accordance with the HOME Program requirements, Community Redevelopment Law requirements, and the following requirements:

a. The Monthly Rent payable by each tenant of an Affordable Unit designated for Low Income Households shall not exceed the lesser of (a) the fair market value for comparable housing in the area as established by HUD pursuant to CFR 888.111, less the monthly allowance for utilities and services to be paid by each tenant, or (b) thirty percent (30%) of sixty percent (60%) of Los Angeles County median income, as determined by HUD, for a household size appropriate to the unit. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than eighty percent (80%) of Los Angeles County Median Income, adjusted for family size, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income. Agency and Developer acknowledge and agree that the three units available and affordable to Low Income Households meet the guidelines for High HOME Rent Units.

b. The Monthly Rent payable by the tenant of the three Affordable Units designated for Moderate Income Households shall not exceed the (a) the fair market value for comparable housing in the area as established by HUD, less the monthly allowance for utilities and services to be paid by each tenant, or (b) thirty percent (30%) of one hundred ten percent (110%) of Los Angeles County median income, as determined by the State of California, for a household size appropriate to the unit.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Developer which are required of all

tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

303. Lease Requirements. Prior to disbursement of the City Loan, the Developer shall submit a standard lease form to the City for its approval. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Developer shall enter into a written lease, in the form approved by the City, with each tenant of the Property. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

304. Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

305. Selection of Tenants. The Property shall be leased to tenants selected by the Developer who meet all of the requirements provided herein. The Developer shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the City in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

306. Intentionally Reserved

307. Occupancy Standards. Occupancy of one bedroom housing units shall be limited to three persons and occupancy of the two-bedroom housing unit shall be limited to five persons.

308. Maintenance. The Developer shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. If at any time Developer fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the City or Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the City or Agency with respect to landscaping and building improvements, then the City and Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City or Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to the City or Agency, as appropriate, upon demand.

309. Management Plan. The Developer shall submit for the approval of the City and Agency a "Management Plan" which sets forth in detail the Developer's property management duties, the affirmative marketing procedures in accordance with Section 304 hereof, the tenant selection process in accordance with Section 305 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 303 hereof, the identity of the manager of the Property (the "Property Manager"), and other matters relevant to the management of the Property. The Management Plan shall require the Developer to adhere to a fair lease and grievance procedure and provide a plan for tenant participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the City and Agency.

If the City or Agency determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the City and/or Agency shall provide notice to the Developer of such deficiencies, and the Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 401 hereof, the City and the Agency shall each have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City and Agency, which is not related to or affiliated with the Developer, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

310. Monitoring and Recordkeeping. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and Health and Safety Code Section 33418 and shall annually complete and submit to City and Agency a Certification of Continuing Program Compliance in the form provided by the City and Agency. Representatives of the City and Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City and Agency in making the Property available for such inspection or audit. If for any reason the City or Agency is unable to obtain the Developer's consent to such an inspection or audit, the Developer understands and agrees that the City and Agency may obtain at Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

311. Non-Discrimination Covenants. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Developer shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The covenants established in this Section 311 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and Agency and their successors and assigns, and shall remain in effect in perpetuity.

312. Regulatory Agreement. The requirements of this Agreement which are applicable after the disbursement of the Agency Loan and City Loan are set forth in the "Regulatory Agreement" which is attached hereto as Exhibit F and incorporated herein by reference. The execution and recordation of the Regulatory Agreement is a condition precedent to the disbursement of the Agency Loan and the City Loan, as set forth in Section 103 hereof.

400. DEFAULT AND REMEDIES

401. Events of Default. A failure by any party to perform any action or covenant required by this Agreement, the Regulatory Agreement, the Amended and Restated Promissory Note, and/or the Deed of Trust, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such default within five (5) days if the claimed Default is a failure to pay amounts due pursuant to the Amended and Restated Promissory Note, or thirty (30) days from receipt of such notice for all other claimed Defaults hereunder. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within thirty (30) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Developer is in default on any loan or deed of trust, the Developer shall immediately deliver to the City and Agency a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the City and Agency shall each have the right (but not be obligated to) cure such default. In such event, the City and Agency shall be entitled to reimbursement from the Developer of all costs and expenses they have actually incurred in curing such default. The City or Agency (as applicable) shall be entitled to add the amount incurred by it to the amounts owing pursuant to the Amended and Restated Promissory Note, and secured by the Deed of Trust.

402. Remedies. The occurrence of any Event of Default shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement and/or the Amended and Restated Promissory Note, the Deed of Trust or Regulatory Agreement (collectively, the "Loan Documents"), including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under the Loan Documents or to enjoin acts or things which may be unlawful or in violation of the provisions of the Loan Documents, and the right to terminate this Agreement. In addition, the occurrence of any Event of Default by Developer will relieve the City and Agency of any obligation to perform hereunder, including without limitation to make or continue the City Loan and Agency Loan, and the right to cause all indebtedness of the Developer to the City under this Agreement and the Amended and Restated Promissory Note, together with any accrued interest thereon, to become immediately due and payable.

403. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include the following: war, insurrection, strikes, lockouts, riots, floods,

earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the acts or failure to act of the City or Agency shall not excuse performance of the City or Agency hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Inability to obtain financing for the acquisition or operation of the Property shall not constitute an event beyond the control of the Developer for purposes of this Section 403.

404. Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the Loan Documents, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees.

405. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

406. Waiver of Terms and Conditions. Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

407. Non-Liability of City and Agency Officials and Employees. No member, official, employee or agent of the City or Agency shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or Agency or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

500. GENERAL PROVISIONS

501. Time. Time is of the essence in this Agreement.

502. Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: Burbank Housing Corporation
153 West Elmwood Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Community Development Director

Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Assistant Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

503. Representations and Warranties of Developer. Developer hereby represents and warrants to the City as follows:

a. Organization. Developer is a duly organized, validly existing nonprofit corporation in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

b. Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, to acquire, Rehabilitate and operate the Property, and to perform and observe the terms and provisions of all of the above.

c. Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Developer enforceable against it in accordance with their respective terms.

d. Pending Proceedings. Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer or the Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Developer, materially affect Developer's ability to repay the City Loan or impair the security to be given to the City pursuant hereto.

e. Layering Review. The Developer acknowledges that a layering review was performed in accordance with 24 CFR 92.250 (b). The Developer hereby represents and certifies to the City that no government assistance other than the City Loan and the Agency Loan has been obtained or is contemplated to be obtained for the acquisition and rehabilitation of the Property. The Developer agrees to notify the City in the event that it applies for or proposes to use other governmental funds for the Property prior to the end of the Affordability Period.

504. Limitation Upon Change in Ownership, Management and Control of the Developer.

a. Prohibition. The identity and qualifications of Developer as a locally based, experienced and successful operator of affordable housing projects, and as a "Community Housing Development Organization" (as defined in the HOME Program regulations), are of particular concern to the City and Agency. It is because of this identity and these qualifications that the City and Agency have entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement by assignment or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property, without the prior written approval of the City and Agency pursuant to Subparagraph (c) hereof, except as expressly set forth herein, which approval shall not be unreasonably withheld.

b. Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City and Agency approval of an assignment or transfer of this Agreement, the City Loan, the Promissory Note, the Deed of Trust, the Regulatory Agreement, or conveyance of the Property or any part thereof pursuant to subparagraph (c) of this Section 504, shall not be required in connection with any of the following (the "Permitted Transfers"):

(i) Subject to the restrictions of Sections 301 through 311 of this Agreement and the Regulatory Agreement, the lease of units within the Property to qualified tenants.

(ii) Assignment for financing purposes, subject to such financing being reasonably considered and approved by the City and Agency.

In the event of an assignment by Developer not requiring the prior approval of the City and Agency, Developer nevertheless agrees that at least ten (10) days prior to such assignment or transfer it shall give written notice to City and Agency of such assignment or transfer.

c. City and Agency Consideration of Requested Transfer. The City and Agency agree that they will not unreasonably withhold approval of a request made pursuant to this Section 504, provided (a) the Developer delivers written notice to the City and Agency requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of the Developer under this Agreement in a form which is reasonably acceptable to the City, and (d) the assignee or transferee is a Community Housing Development Organization. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the City and Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 504(c) and other criteria as reasonably determined by the City and Agency. The City and Agency shall approve or disapprove the request within thirty (30) days of its receipt of the Developer's notice and all information and materials required herein. In no event, however, shall the City be obligated to approve the assignment or transfer of the City Loan, Promissory Note or Deed of Trust pursuant to this Section 504, except to an approved transferee or assignee of the Developer's rights in and to the Property.

d. Successors and Assigns. This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and the

permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

505. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the City, the Agency and Developer and their permitted successors and assigns, and no other person or persons shall have any right of action hereon.

506. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

507. Governing Law. This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

508. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, City and Agency.

509. Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement on behalf of the City, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, revisions to the Schedule of Performance, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder. Where this Agreement requires an approval or consent of the Agency, such approval may be given on behalf of the Agency by the Agency Executive Director or his or her designee. The Agency Executive Director or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement on behalf of the Agency, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, revisions to the Schedule of Performance, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the Agency hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Its: PRESIDENT

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

PROMISSORY NOTE

$3,007,265.48

July 17, 2001

Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Developer"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of Three Million Seven Thousand Two Hundred Sixty Five and 48/100 ($3,007,265.48) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreements.** This Promissory Note (the "Note") is given in accordance with that certain Purchase and Sale Agreement by and between the Agency and Developer, dated November 30, 1999 ("Purchase Agreement"), and an Affordable Housing Agreement executed by the Agency, the City of Burbank and the Developer, dated as of _____, 2001 (the "AHA"). Under the Purchase Agreement, the Agency provided a loan of 2.8 million dollars to acquire the real property subject to the purchase agreement. As of the date of this Note, the Developer has repaid $52,734.52. Under the AHA, the Agency agreed to loan Developer $100,000 and the City of Burbank agreed to loan Developer $160,000, to which the Agency will collect and administer on behalf of City. The purpose of the Agency Loan and City Loan under the AHA is to assist Developer with the acquisition and rehabilitation of a six-unit rental apartment complex at 199 W. Elmwood Avenue in the City of Burbank. This Note is intended to consolidate the outstanding debt owed by Developer to Agency/City under the Purchase Agreement Note and the AHA. The rights and obligations of the Developer and the Agency under this Note shall be governed by the Purchase Agreement, the AHA, and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue no interest.

3. **Repayment of Note Amount.** The Note Amount shall be paid by the Developer's annual payment to the Agency of an amount equal to one hundred percent (100%) of the "Residual Receipts" (as defined below) from operation of the Property (which for the purpose of this Note and the Deed of Trust consists of certain real property improved with ten multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood and 199 West Elmwood), as determined by a residual receipts calculation from the operation of the Property in the preceding calendar year. Annual residual receipts payments shall be made by the Developer by cashier's check and shall be delivered on or before April 1 of each year during the term of this Note, commencing on April 1, 2002, until the Note Amount has been repaid in full. Any remaining balance of the Note Amount still owing as of November 29, 2029 shall be due and payable on that date. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

As used herein, "Residual Receipts" shall mean Income less the Operating Expenses (as defined below) for each calendar year.

As used in this Note "Income" shall mean all gross income and all revenues of any kind from the Property in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) Notwithstanding anything to the contrary stated in the Purchase Agreement or the Agency Regulatory Agreement encumbering the real property subject to the Purchase Agreement, a property management fee not greater than six percent (6%) of gross rents from the Property; (b) asset management fee not greater than two percent (2%) of gross rents from the Property; (c) payments to a capital replacement reserve account in an amount set forth in Section 405 of the Purchase Agreement and Section 12 of the Regulatory Agreement attached as Exhibit F to the AHA, shall not exceed $65,000; (d) painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals, (e) costs of operating the Elmwood Achievement Center at 153 West Elmwood Avenue, which shall not exceed $62,000 during calendar year 2000, with the maximum amount subject to an increase of 3.5% in each subsequent year, (f) the Corporation Expenses, which shall not exceed $101,000 during calendar year 2000, with the maximum amount subject to an increase of 3.5% in each subsequent year, and (g) other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Developer. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

The Operating Expenses, Income and Residual Receipts shall be reported to the Agency annually before April 1 of each year, accompanied by an annual financial statement with respect to the Property that has been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statement presents the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles, and that the payment made is the amount due under this Note.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Developer under the Purchase Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing this Note, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

4. **Security.** This Note is secured by a Deed of Trust dated the same date as this Note. This Note and the Deed of Trust shall be prior and superior to all other liens and encumbrances upon the Property, except as otherwise approved by the Agency.

5. **Waivers**

a. Developer expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Developer.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Developer under this Note, either in whole or in part.

c. The obligations of Developer under this Note shall be absolute and Developer waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. **Attorneys' Fees and Costs.** Developer agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. **Deed of Trust Acceleration.** The Deed of Trust, the Purchase Agreement, and the AHA provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. **Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Developer and by the Agency.

9. **Agency May Assign**. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Developer.

10. **Developer Assignment Prohibited.** Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Developer assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Exhibit B-3

199 Elmwood ATTACHMENT 10 - 142

RAB2

LEAD SHEET

01 1568198

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
AUG 23 2001
AT 8 A.M.

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

D.T.T.

FREE GG

6

CODE 20

CODE 19

CODE 9___

Assessor's Identification Number (AIN)
To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

RECORDED BY L.T.C.

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention:

01 1568198

433 1563-63

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** (this "Deed of Trust"), is made as of July 12, 2001, 200_, by **BURBANK HOUSING CORPORATION**, a California nonprofit corporation ("Trustor"), whose address is 153 West Elmwood Avenue, Burbank, California 91510, to Lawyers Title (and in such capacity herein called the "Trustee"), for the benefit of the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (and in such capacity herein called the "Beneficiary"), having an office located at 275 East Olive Avenue, Burbank, California 91510-6459.

WITNESSETH: that Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Los Angeles, State of California, described as:

See attached Attachment A, incorporated herein

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of indebtedness in the principal amount of $3,007,265.48 according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

01 1568198 3

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5 Book 1964, Page 149774		
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878 874		Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Exhibit C-2

4

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

01 1568198

On July 12, 2001, before me, Ana T. Morales, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G. Cottriel,

☐ personally known to me
-or-
☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

ANA T. MORALES
Commission # 1250168
Notary Public - California
Los Angeles County
My Comm. Expires Jan 16, 2004

WITNESS my ~~hand~~ and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Deed of Trust
Title Or Type Of Document

6
Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

5

EXHIBIT A
LEGAL DESCRIPTION

01 1568198

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

CONTINUED

6

01 1568198

ATTACHMENT "A"

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Burbank, and described as follows:

See Attached

01 1568198 7

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LO 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description

EXHIBIT D

SCHEDULE OF PERFORMANCE

1. Close of Escrow	Upon satisfaction of Conditions Precedent to Disbursement of the Agency Loan and the City Loan, but not later than September 3, 2001.
2. Developer's commencement of the Rehabilitation.	Within 90 days of the Developer's acquisition of the Property, but not later than December 1, 2001.
3. Developer's completion of the Rehabilitation.	Within 4 months after the commencement of the Rehabilitation, but not later than April 1, 2002.
4. Issuance of Certificate of Completion	Within 45 days of completion of Rehabilitation, but not later May 16, 2002.

EXHIBIT E

SCOPE OF DEVELOPMENT

The Scope of Development will consist of rehabilitation of the buildings and grounds located at 199 W. Elmwood Avenue in the City of Burbank. The rehabilitation work will at a minimum bring the Property into conformance with all uniform codes and municipal standards designed to protect the public welfare and safety. Prior to commencement of work, an assessment will be completed to determine the condition of each apartment and the project common area. Each apartment will be rehabilitated based upon the findings of the assessment survey. The rehabilitation work for each apartment on an as-needed basis would include repairs and/or replacement in the following areas:

Apartment Interiors:	Bathrooms, kitchens, bedrooms, living rooms and halls
Building Exteriors:	Walls, roofs, door and windows
Common Areas:	Landscape and hardscape areas, parking and garage/carport areas.

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement") is entered into this 11th day of July, 2017 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"),the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic ("Authority"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the rehabilitation and operation of housing affordable to lower, very low, and extremely low income families.

B. Effective February 1, 2012, the redevelopment dissolution bill, AB 1X 26, eliminated redevelopment agencies in the State of California but authorized local housing authorities to accept the former redevelopment agencies housing assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Housing Authority of the City of Burbank ("Authority") consented to accept the Redevelopment Agency of the City of Burbank ("Agency") housing duties.

C. The Developer is proposing the rehabilitation of 10 units located at 153, 159 and 199 Elmwood Avenue, in the City of Burbank (the "Property"), located on the land more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein by reference. The exact units may be located in one or each of the three buildings at Developer's selection.

D. City desires to provide financial assistance to Developer in the form of a loan of HOME funds up to the amount of Four Hundred, Forty-Two Thousand, Five Hundred Dollars ($442,500) (the "City Loan"), towards the rehabilitation of the Property. In consideration for the City Loan, the Developer desires to rehabilitate the Property, and to maintain the Property as an affordable housing project.

E. The rehabilitation and operation of the Property pursuant to this Agreement is in the vital and best interest of the City and the health, safety and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

F. On March 21, 2006, Developer, Agency, and City entered into a Loan Agreement which restated and amended prior Affordable Housing Agreements as to eleven (11) income-restricted projects, and combined all properties into one loan agreement. Subsequently ten (10) additional properties were added which either restated the Loan Agreement or amended it (157 West Linden Avenue/160 West Elm Court; 261 West Verdugo Avenue; 2219-2329 North Niagara Street, 2406 N. Naomi Street, 275 Verdugo Avenue, 2615 Thornton Avenue, 225 Linden Avenue, 2234 Catalina, 2223-2235 Catalina Street and 2300 Niagara Street). A new Master Loan Agreement includes cross collateralization and cross default clauses, as further security for the Authority and City. Additionally, a new deed of trust was recorded on all projects securing the combined debt of Developer. The deed of trust recorded on October 25, 2006 as Instrument No. 06 2369323 in the Los Angeles County Recorders Office, states that it "secures all indebtedness owed to Beneficiary [City and Agency] ....for future amounts made from time to time, according to the terms of promissory notes made by Trustor [BHC]" and as to "payment of additional sums and interest thereon which

may hereafter be loaned to Trustor…when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust as modified, and when this Deed of Trust is amended to include additional obligation.

G. In conjunction with the approval of this Agreement, the parties have amended the Master Loan Agreement on July 11, 2017, the terms of which are incorporated herein by this reference.

NOW, THEREFORE, the parties hereto agree as follows:

100. CITY ASSISTANCE

101. City Loan. In accordance with HOME Regulations, 24 CFR Part 92, the City agrees to loan to the Developer the amount of Four Hundred, Forty-Two Thousand, Five Hundred ($442,500) (the "City Loan") for the rehabilitation of the Property. The Loan subject to the terms and conditions set forth in this Agreement, and subject further to the terms and conditions set forth within the documents and instruments executed by the Developer in connection with this transaction, including the notes and deed of trust attached hereto as Exhibit "B-1" and Exhibit "B-2" and "C" and the "Regulatory Agreement," in substantially the form set forth in Exhibit D and subject to the Master Loan Agreement. No interest shall accrue on the City Note, the term of which shall be fifty-five years from the date the Promissory Note is executed (the "Note Term"). Developer shall have no obligation to repay the City Loan or Promissory Note, or make any installment payments thereon, unless and until Developer commits a material default of this Agreement, the Promissory Note, Deed of Trust, or Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Upon the occurrence of any uncured material default by the Developer, the City Loan shall be immediately repaid to the City. At the end of the Note Term, provided Developer has not committed or caused the occurrence of a material default of this Agreement, the Promissory Note, Deed of Trust, or the Regulatory Agreement, the City Loan shall be forgiven in its entirety and the City shall, upon the request by Developer, execute and record a partial reconveyance deed removing the portion of the deed of trust attributable to the City Loan from title. The City Loan shall be disbursed to or on behalf of the Developer for the remaining portion of the cost of the rehabilitation of the Property. The City Loan shall be disbursed to or on behalf of the Developer upon the satisfaction of the conditions set forth in Section 103 hereof. The City Loan shall be used to fund Four Hundred, Forty-Two Thousand, Five Hundred ($442,500), towards the rehabilitation and household moving expenses for those who voluntarily move in or outside of the Property.

102. Reserved.

103. Conditions Precedent to Disbursement of City Loan. The City Loan shall be disbursed to or on behalf of the Developer upon the satisfaction of the following conditions (and without any retention requirements):

a. Execution and Delivery of Documents. Developer shall have executed and delivered to the Burbank Housing Authority the respective Promissory Note, the Deed of Trust, and the Regulatory Agreement, and any other documents and instruments required to be executed and delivered by Developer (collectively, the "Loan Documents"). The Deed of Trust shall be a first priority lien upon the Property and shall be a non-recourse obligation of the Developer.

b. Insurance. The Developer shall have presented a certificate to the City and Authority of the insurance policies which are required pursuant to this Agreement.

c. Title Insurance. If desired by the City, the requesting party or parties shall have received from a title insurance company approved by the requesting party or parties a policy of lender's title insurance with mechanic's lien coverage, together with such endorsements as the insured party may require, which shall insure the deed of trust of the requesting party or parties as a valid lien upon the Property, in the lien priority required by this Agreement, and subordinate only to those liens and encumbrances reasonably approved by the insured party.

d. Title to Land. The Developer has good and marketable fee title to the Property, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than the liens for current real property taxes and assessments not yet due and payable, and any other matters approved in writing by the City and Authority.

e. Recordation. The Deed of Trust and the Regulatory Agreement shall be recorded against the Property concurrently with or prior to the time of the first disbursement of the City Loan.

f. Request for Payment. For payment of Rehabilitation costs, Developer shall have submitted a request for payment to the City and Authority on a form supplied by the City and Authority, together with invoices from contractors and subcontractors and any other requested information and documents, indicating that the particular item of Rehabilitation work for which payment is being requested is complete.

g. Inspection of Work. The City shall have inspected and determined that such Rehabilitation work has been completed in accordance with this Agreement and has been completed in a satisfactory manner in accordance with the standards of the construction industry.

h. No Default. There shall exist no condition, event or act which would constitute an Event of Default (as hereinafter defined) hereunder or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default.

i. Representations and Warranties. All representations and warranties of Developer herein contained shall be true and correct.

104. Assumption of City Loans. Except in connection with transfers approved or permitted pursuant to this Agreement, no Promissory Note may be assigned or assumed by successors and assigns of Developer. In no event, however, shall Promissory Note be assigned except in connection with the conveyance of the Property to the person or entity which acquires the Property, as approved by the City in its sole and absolute discretion.

105. Condition of the Property. The following requirements shall apply to the Property:

105.1 Indemnification. Developer shall save, protect, pay for, defend, indemnify and hold harmless the City and the Authority and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and remedial and response costs) (the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by the City, Authority or their officers, employees, representatives or agents by reason of, resulting from, in connection with or arising in any manner whatsoever as a direct or indirect result of the presence on or under, or the escape,

seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials which is caused by Developer, or its agents, employees, representatives, agents, contractors or invitees.

105.2 Duty to Prevent Hazardous Material Contamination. During the Rehabilitation and operation of the Property, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the City and Authority, and provide to the City and Authority a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the City and Authority, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

105.3 Definitions.

"Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

200. REHABILITATION OF THE IMPROVEMENTS.

201. Rehabilitation of the Property. The Developer agrees to rehabilitate the Property in accordance with the Scope of Work, attached hereto as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR §882.109, the City Municipal Code and all other applicable state and local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR

part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 hereof. The Developer further agrees to comply with and to cause any contractors and/or subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u, and the implementing regulations, in connection with the Rehabilitation of the Property. Developer shall submit to the City and Authority one or more construction contracts with a duly licensed contractor or contractors reasonably acceptable to the City and Authority providing for the Rehabilitation of the Property in conformance with the terms of this Agreement. Each such contractor or contractors shall have provided to the City and Authority the certification in appendix B of 24 CFR part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from this project, and the City and Authority shall be responsible for determining whether each contractor has been debarred. The City and Authority shall reasonably approve such contract or contracts if the City and Authority finds that such contractor or contractors have sufficient experience and expertise necessary to perform the Rehabilitation of the Property in a first class manner in accordance with all of the requirements of this Agreement.

202. Scope of Work. The City and Authority shall not be responsible to the Developer or to third parties in any way for any defects in the Scope of Work, nor for any structural or other defects in any work done according to the approved Scope of Work. The Developer shall hold harmless, indemnify and defend the City and the Authority and their officers, employees, agents and representatives from and against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Scope of Work, including without limitation the violation of any laws, and for defects in any work done according to the approved Scope of Work.

203. Cost of Rehabilitation. Developer shall be responsible for funds necessary to complete the Rehabilitation of the Property; provided, however, that in the event that Developer has insufficient funds to fund such work, the Authority shall reasonably consider deleting certain work from the Scope of Work, in order to assure that there are sufficient funds for the Rehabilitation.

204. Timing of Rehabilitation. The Developer hereby covenants and agrees to commence the Rehabilitation of the Property within 12 months as set forth in the Schedule of Performance, attached hereto as Exhibit F and incorporated herein by reference. The Developer further covenants and agrees to diligently prosecute to completion the Rehabilitation of the Property in accordance with the approved Scope of Work and to file a Notice of Completion pursuant to California Civil Code Section 3093 within the time set forth in the Schedule of Performance.

205. City and Other Governmental Permits. Before commencement of the Rehabilitation of the Property, the Developer shall secure or cause its contractor to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. The Developer shall pay all necessary fees and take all actions necessary to obtain such permits; the staff of the City and Authority will, without obligation to incur liability or expense therefor, use its best efforts to expedite the City's issuance of building permits for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

206. Right of the City and Authority to Satisfy Other Liens on the Property After City Loans Disbursement. After the Developer has had written notice and has failed after a reasonable time to challenge, cure, adequately bond against, or satisfy any liens or encumbrances on the Property which are not otherwise permitted under this Agreement, the City and the Authority shall have the right but no obligation to satisfy any such liens or encumbrances. Notwithstanding the

above, the Developer shall have the right to contest the validity or amounts of any tax, assessment, or encumbrance applicable to the Developer in respect thereto.

207. Insurance and Indemnity. The Developer shall take out and maintain or shall cause its contractor to take out and maintain until the issuance of the Certificate of Completion pursuant to this Agreement, a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy. All policies shall protect the Developer, City and Authority from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Authority. Such policy or policies shall be written on an occurrence form. Developer shall also take out and maintain a policy of property damage insurance, with the policy amount in the full replacement value of the Property. The Developer shall also furnish or cause to be furnished to the City and Authority evidence satisfactory to the City and Authority that Developer and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Prior to the Developer's procurement or renewal of an insurance policy, and not less than annually in any case, the Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the City and Authority setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Authority and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Authority of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not be contributing with any insurance maintained by the Authority or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Authority. The required certificate shall be furnished by the Developer at the time set forth therefor in the Schedule of Performance. Developer shall also take out and maintain, until the end of the Affordability Period, a policy of property damage insurance with the policy amount in the full replacement value of the Property.

In addition to the foregoing, the Developer shall defend, indemnify, assume all responsibility for, and hold the Authority and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the sole negligence of the Authority or City or its agents or employees.

208. Entry by the City and Authority. Developer shall permit the City and the Authority, through their officers, agents or employees, at all reasonable times to enter onto the Property and inspect the Property and work of Rehabilitation to determine that the same is in conformity with the Scope of Work and all the requirements hereof. The City and Authority intend that the Property will be inspected not less than annually to ensure compliance with the requirements of this Agreement. Developer acknowledges that the City or Authority is under no obligation to

supervise, inspect, or inform Developer of the progress of construction, and Developer shall not rely upon the City or Authority therefor. Any inspection by the City and/or Authority is entirely for its purposes in determining whether Developer is in default under this Agreement and/or compliance with City building codes and is not for the purpose of determining or informing Developer of the quality or suitability of construction. Developer shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers.

209. Compliance with Laws. The Developer shall carry out the acquisition, design, Rehabilitation and operation of the Property in conformity with all applicable laws, including all applicable federal and state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

209.1 Taxes and Assessments. The Developer shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Authority does not represent or warrant to the Developer that such an exemption will be available to the Developer. The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Developer's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes as provided above.

209.2 Relocation.

a. Timing of Rehabilitation. The Rehabilitation of the Property shall be conducted in such a manner as to prevent, any permanent or temporary displacement of existing tenants of the Property in accordance with applicable law. All current tenants of the Property will vacate their units voluntarily. The Developer shall commence the Rehabilitation of an available unit(s) as soon as possible thereafter consistent with the Schedule of Performance, and shall not release such unit until after the completion of the Rehabilitation of such unit.

b. Cost of Relocation. This Project does not involve the displacement of tenants.

209.3 Liens and Stop Notices. The Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Property the Developer shall within thirty (30) days of such recording or service or within five (5) days of the demand of the City or Authority, whichever last occurs: pay and discharge the same; or effect the release thereof by recording and delivering to the City and Authority a surety bond in sufficient form and amount, or otherwise; or provide the City with other assurance which the City and Authority deem, in their sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of City and Authority from the effect of such lien or bonded stop notice.

209.4 HOME Program Requirements. The City Loans will be provided through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, as it now exists and as it may hereafter be amended, pursuant to the implementing regulations set forth at 24 CFR 92, as they now exist and as they may hereafter be amended (the "HOME

Program"). Accordingly, the Developer shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Specifically, without limitation, as applicable, the Rehabilitation shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327a - 332) and other federal laws and regulations pertaining to labor standards. Upon request, the City shall provide to the Developer a copy of applicable HOME Program requirements.

300. OPERATION OF HOUSING

301. Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease at an Affordable Rent (the "Affordable Units"):

> Three (3) two-bedroom units within the Property to households with incomes that do not exceed the stricter of: (i) the qualifying limits for Very-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or (ii) the limits defined under California Health and Safety Code Section 50105 for Very-Low Income Households, adjusted for household size; and
>
> Two (2) two-bedroom units and five (5) one-bedroom units within the Property to households with income that do not exceed the stricter of: (i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or (ii) the limits defined under California Health and Safety Code Section 50079.5 for Low-Income Households, as adjusted for households size.

The HOME affordable units will float within the Property. The Developer shall comply with the terms set forth below and in the Regulatory Agreement which is attached hereto as Exhibit D and incorporated herein by reference. Any variation from these requirements must comply with the procedure set forth in Section 313 of this Agreement.

The Developer shall annually submit to the City and the Authority a completed income computation and certification form, in a form to be provided by the City and Authority, and such forms may change from time to time. The Developer shall certify that each tenant of the Property meets the income restrictions of this Section 301. The Developer shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. Unless otherwise specified by the Authority or City, the Developer shall verify the income certification of the tenant in accordance with HUD or HCD regulations which may include one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain an alternate form of income verification reasonably requested by the Developer, if none of the above forms of verification is available to the Developer.

302. Affordable Rent. The maximum Monthly Rent chargeable to income eligible households shall be annually determined by the City and Authority in accordance with the HOME Program requirements. The maximum rent that the Developer may change any household occupying an affordable unit shall meet the following requirements:

a. The Monthly Rent payable by a tenant who meets the income limits for very-low income households shall not exceed the lesser of: a.) HOME Program Low HOME income rents as established and amended annually by the United States Department of Housing and Urban Development (HUD), adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the very-low income rents set forth in Health & Safety Code Section 50053 and Section 50106 based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance

b. The Monthly Rent payable by a tenant who meets the income limits for Low Income Households shall not exceed the lesser of: a.) HOME program High HOME income rents as established and amended annually by the United States Department of Housing and Urban Development (HUD), adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the Low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

c. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than the qualifying limits set forth above, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.

e. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and required facilities associated therewith (including parking), (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

303. Lease Requirements. Prior to disbursement of the City Loans, the Developer shall submit a standard lease form to the City for its approval. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Developer shall enter into a written lease, in the form approved by the City, with each tenant of the Property. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

304. Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

305. Selection of Tenants. The Property shall be leased to current tenants selected by the Developer who meet all of the requirements provided herein. The Developer shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the City in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

306. Affordability Period. Affordability Period means the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement. The project shall be subject to the requirements herein in perpetuity commencing upon the completion of the rehabilitation. For purposes of this Section, "in perpetuity" was defined with the last project approval in 2015 and means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years, which exceeds the HOME minimum affordability requirement of 15 years. The duration of this requirement shall be known as the "Affordability Period."

307. Occupancy Standards. To the extent legally possible, occupancy of the Affordable Units shall be limited to two persons per bedroom plus one additional person. Notwithstanding the foregoing, however, no residents of the Affordable Units as of the date of this Agreement shall be evicted from their apartment units solely because such residents do not meet the occupancy standards requirements of this Section 307.

308. Maintenance. The Developer shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, the standard of maintenance of similar housing units within Los Angeles County, California, and the standards required by the City Municipal Code. If at any time Developer fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the City or Authority with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the City or Authority with respect to landscaping and building improvements, then the City and Authority, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City or Authority and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to the City or Authority, as appropriate, upon demand.

309. Management Plan. The Developer shall submit for the approval of the City and Authority a "Management Plan" which sets forth in detail the Developer's property management duties, the affirmative marketing procedures in accordance with Section 304 hereof, the tenant selection process in accordance with Section 305 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 303 hereof, the identity of the manager of the Property (the "Property Manager"), and other matters relevant to the management of the Property. The Management Plan shall require the Developer to adhere to a fair lease and grievance procedure and provide a plan for tenant

participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the City and Authority.

If the City or Authority determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the City and/or Authority shall provide notice to the Developer of such deficiencies, and the Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 401 hereof, the City and the Authority shall each have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City and Authority, which is not related to or affiliated with the Developer, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

310. Monitoring and Recordkeeping. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and Health and Safety Code Section 33418 and shall annually complete and submit to City and Authority a Certification of Continuing Program Compliance in the form provided by the City and Authority. Representatives of the City and Authority shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City and Authority in making the Property available for such inspection or audit. If for any reason the City or Authority is unable to obtain the Developer's consent to such an inspection or audit, the Developer understands and agrees that the City and Authority may obtain at Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

311. Non-Discrimination Covenants. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Developer shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The covenants established in this Section 311 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and Authority and their successors and assigns, and shall remain in effect in perpetuity.

312. Regulatory Agreement. The requirements of this Agreement which are applicable after the disbursement of the City Loans are set forth in the "Regulatory Agreement" which is attached hereto as Exhibit D and incorporated herein by reference. The execution and recordation of the Regulatory Agreement is a condition precedent to the disbursement of the City Loans.

313. Leasing Affordable Units Below Income Level Designations. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Authority's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in Section 301 of this

Agreement. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a.) Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for Very-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for Very-Low Income Households, adjusted for household size; and includes Extremely-Low Income Households.

b.) Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low-Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Extremely Low and Very-Low Income Households.

In order to maintain the household income mix set forth in Section 301 above, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

400. DEFAULT AND REMEDIES

401. Events of Default. A failure by any party to perform any action or covenant required by this Agreement, the Regulatory Agreement, the Promissory Notes , and/or the Deed of Trust, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such default within five (5) days if the claimed Default is a failure to pay amounts due pursuant to the Promissory Note, or thirty (30) days from receipt of such notice for all other claimed Defaults hereunder. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within thirty (30) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Developer is in default on any loan or deed of trust, the Developer shall immediately deliver to the City and Authority a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the City and Authority shall each have the right (but not be obligated to) cure such default. In such event, the City and Authority shall be entitled to reimbursement from the Developer of all costs and expenses they have actually incurred in curing such default. The City or Authority (as

applicable) shall be entitled to add the amount incurred by it to the amounts owing pursuant to the Promissory Note, and secured by the Deed of Trust.

402. Remedies. The occurrence of any Event of Default shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement and/or, the Promissory Note, the Deed of Trust or Regulatory Agreement (collectively, the "Loan Documents"), including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under the Loan Documents or to enjoin acts or things which may be unlawful or in violation of the provisions of the Loan Documents, and the right to terminate this Agreement. In addition, the occurrence of any Event of Default by Developer will relieve the City and Authority of any obligation to perform hereunder, including without limitation to make or continue the City Loans, and the right to cause all indebtedness of the Developer to the City under this Agreement and the Promissory Note, together with any accrued interest thereon, to become immediately due and payable.

403. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the acts or failure to act of the City or Authority shall not excuse performance of the City or Authority hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Inability to obtain financing for the acquisition or operation of the Property shall not constitute an event beyond the control of the Developer for purposes of this Section 403.

404. Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the Loan Documents, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees.

405. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

406. Waiver of Terms and Conditions. Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

407. Non-Liability of City and Authority Officials and Employees. No member, official, employee or agent of the City or Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or Authority or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

500. GENERAL PROVISIONS

501. Time. Time is of the essence in this Agreement.

502. Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attn: Executive Director

City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Community Development Director

Authority: Housing Authority of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

503. Representations and Warranties of Developer. Developer hereby represents and warrants to the City as follows:

a. Organization. Developer is a duly organized, validly existing nonprofit corporation in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

b. Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, to acquire, Rehabilitate and operate the Property, and to perform and observe the terms and provisions of all of the above.

c. Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Developer enforceable against it in accordance with their respective terms.

d. Pending Proceedings. Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer or the Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Developer, materially affect Developer's ability to repay the City Loans or impair the security to be given to the City and/or Authority pursuant hereto.

e. Layering Review. The Developer acknowledges that a layering review was performed in accordance with 24 CFR 92.250 (b). The Developer hereby represents and certifies to the City that no government assistance other than the City Loans has been obtained or is contemplated to be obtained for the acquisition and rehabilitation of the Property. The Developer agrees to notify the City and Authority in the event that it applies for or proposes to use other governmental funds for the Property prior to the end of the Affordability Period.

504. Limitation Upon Change in Ownership, Management and Control of the Developer.

a. Prohibition. The identity and qualifications of Developer as a locally based, experienced and successful operator of affordable housing projects, and as a "Community Housing Development Organization" (as defined in the HOME Program regulations), are of particular concern to the City and Authority. It is because of this identity and these qualifications that the City and Authority have entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement by assignment or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property, without the prior written approval of the City and Authority pursuant to Subparagraph (c) hereof, except as expressly set forth herein, which approval shall not be unreasonably withheld.

b. Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City and Authority approval of an assignment or transfer of this Agreement, the City Loans, the Promissory Note, the Deed of Trust, the Regulatory Agreement, or conveyance of the Property or any part thereof pursuant to subparagraph (c) of this Section 504, shall not be required in connection with any of the following (the "Permitted Transfers"):

(i) Subject to the restrictions of Sections 301 through 311 of this Agreement and the Regulatory Agreement, the lease of units within the Property to qualified tenants.

(ii) Assignment for financing purposes, subject to such financing being considered and approved by the City and Authority.

In the event of an assignment by Developer not requiring the prior approval of the City and Authority, Developer nevertheless agrees that at least ten (10) days prior to such assignment or transfer it shall give written notice to City and Authority of such assignment or transfer.

c. City and Authority Consideration of Requested Transfer. The City and Authority agree that they will not unreasonably withhold approval of a request made pursuant to this Section 504, provided (a) the Developer delivers written notice to the City and Authority requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of the Developer under this

Agreement in a form which is reasonably acceptable to the City and Authority, and (d) the assignee or transferee is a Community Housing Development Organization. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the City and Authority to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 504(c) and other criteria as reasonably determined by the City and Authority. The City and Authority shall approve or disapprove the request within thirty (30) days of its receipt of the Developer's notice and all information and materials required herein. In no event, however, shall the City or Authority be obligated to approve the assignment or transfer of the City Loans, Promissory Note or Deed of Trust pursuant to this Section 504, except to an approved transferee or assignee of the Developer's rights in and to the Property.

d. Successors and Assigns. This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

505. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the City, the Authority and Developer and their permitted successors and assigns, and no other person or persons shall have any right of action hereon.

506. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

507. Governing Law. This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

508. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, City and Authority. City and Authority shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager and through the Authority's Executive Director (or their respective duly authorized representatives). The City Manager and the Authority's Executive Director (or their respective duly authorized representatives) shall have the authority to make approvals, issue interpretations, execute documents, and/or enter into certain amendments of this Agreement, on behalf of City and Authority, respectively, including but not limited to reasonable requests of Developer, or the requirements of the HOME Program, so long as such actions do not materially or substantially change the uses or development permitted on the Property, or add to the costs incurred or to be incurred by City and Authority as specified herein, and such approvals, interpretations and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council and Authority Board.

509. Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement on behalf of the City, including without limitation the execution of such documents or

agreements as may be contemplated by this Agreement, revisions to the Schedule of Performance, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder. Where this Agreement requires an approval or consent of the Authority, such approval may be given on behalf of the Authority by the Authority Executive Director or his or her designee. The Authority Executive Director or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement on behalf of the Authority, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, revisions to the Schedule of Performance, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the Authority hereunder.

510. Exhibits if executed. When Exhibits are executed as if an original document, then it will be assumed that the intent of the signatory was that such exhibit be treated as a stand alone original, and not merely as an exhibit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath
Name: Peter J. McGrath
Title: President

CITY:

CITY OF BURBANK, a California municipal corporation

By: Patrick Prescott
Name: Patrick Prescott
Title: Community Development Director

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Name: Patrick Prescott
Title: Community Development Director

ATTEST:

_____
Zizette Mullins, MMC, City Clerk

Approved as to Form
Office of the City Attorney

_____
By: Mary Riley, Sr. Asst. City Attorney

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Burbank, and described as follows:

153 and 159 West Elmwood Avenue
LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

199 West Elmwood Avenue
LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PROMISSORY NOTE

[See the page that follow]

PROMISSORY NOTE
(CITY)

153, 159 and 199 Elmwood Avenue, in the City of Burbank, California

$442,500 _____, 2017
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **Four Hundred, Forty-Two Thousand, Five Hundred Dollars ($442,500 .00)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City, Housing Authority and the Borrower, dated as of _____, 2017 (the "Agreement") and the Master Loan Agreement dated July ___, 2017, each of which is incorporated herein by this reference. The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. In the event of any conflict, the Master Loan Agreement prevails, then the Affordable Housing Agreement, then the Promissory Note.

2. **Interest.** No interest shall accrue on the Note Amount.

3. **Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55th) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note shall be secured by the Deed of Trust recorded as Instrument No. 06 2369323 in Official Records of the Los Angeles County Recorders Office on 10/25/06. A second Deed of Trust, which incorporated the initial deed of trust and which reflects the additional security shall be recorded on the property described in the Agreement. The underlying loan requires that the property act as security for all of the Notes provided to Authority and City by Borrower through a cross collectivization and cross default provision. A default of this Note could result in foreclosure of all projects identified in the 10/25/06 Deed of Trust, plus the new properties identified in the supplemental Deed of Trust, and any future properties which secure future indebtedness .

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement and the Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: City Clerk)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** (this "Deed of Trust"), is made as of July 11, 2017, by **BURBANK HOUSING CORPORATION**, a California nonprofit corporation ("Trustor"), whose address is 1819 Grismer Avenue, Burbank, California 91504, to Chicago Title Company (and in such capacity herein called the "Trustee"), for the benefit of the **CITY OF BURBANK**, a municipal corporation and charter city (and in such capacity herein called the "Beneficiary"), having an office located at 275 East Olive Avenue, Burbank, California 91510-6459.

WHEREAS, On March 21, 2006, Trustor entered into a Loan Agreement ("Loan Agreement") with Beneficiary which restated and amended the prior Affordable Housing Agreements as to twelve income-restricted properties, and combined all properties into one loan agreement. The new loan agreement includes cross collateralization and cross default clauses, as further security for Beneficiary. On July 11, 2017, the parties amended the Loan Agreement and entered into a Master Loan Agreement.

WHEREAS, a deed of trust recorded on 10/25/06 in Official Records of the Los Angeles County Recorder's Office as Instrument No. 06 2369323, secures all of the indebtedness owed to Beneficiary as to the amounts owed on October 23, 2006, plus future amounts made from time to time, according to the terms of promissory notes and the deed of trust made by Trustor and as to "payment of additional sums and interest thereon which may hereafter be loaned to Trustor…when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust as modified, and when this Deed of Trust is amended to included additional obligation."

WHEREAS, Trustor executed an amendment to the Loan Agreement which increase the Loan amount by Four Hundred, Forty-Two Thousand Five Hundred ($442,500) evidenced through a City Note, and such amendments stated that the October 23, 2006 Deed of Trust was automatically modified and amended to secure payment of the new amount of indebtedness. Now, the aforementioned additional loans by Beneficiaries has been provided to Trustor, to finance the rehabilitation of 153, 159 and 199 Elmwood Avenue, in the City of Burbank.

WITNESSETH: that Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Los Angeles, State of California, described as:

See attached Exhibit A, incorporated herein

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

[See the pages that follow]

EXHIBIT "A"

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Burbank, and described as follows:

153 and 159 West Elmwood Avenue
LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

199 West Elmwood Avenue
LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On July 18, 2017 before me, Andrey Zargarian, Notary Public
(here insert name and title of the officer)

personally appeared Peter J. McGrath

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 ANDREY ZARGARIAN COMM. #2161932 Notary Public - California Los Angeles County My Comm. Expires Aug. 4, 2020 NRO1

Signature AZgarian (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Deed of Trust with Assignment of Rents (Short form)

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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REGULATORY AGREEMENT

[See the pages that follow]

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

Elmwood Preservation Project

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: City Clerk

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of this 11th day of July, 2017 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower, very low, and extremely low income families.

B. Effective February 1, 2012, the redevelopment dissolution bill, AB1X26, eliminated redevelopment agencies in the state of California but authorized local housing authorities to accept the former redevelopment agencies housing assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority consented to accept the former Redevelopment Agency of the City of Burbank ("Agency") housing duties.

C. The Developer is negotiating an agreement to rehabilitate ten (10) rental units located at 153, 159 and 199 Elmwood Avenue, the City of Burbank (the "Property"), located on the land more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein by reference.

D. The City, the Authority and the Developer have entered into an Affordable Housing Agreement dated as of July 11, 2017, pursuant to which the City have agreed to provide financial assistance to Developer to rehabilitate the Property, and the Developer has agreed to rehabilitate the Property with such financial assistance.

E. The City, the Agency, now Authority as successor, and the Developer have entered into Master Loan Agreement Amendment dated July 11, 2017, pursuant to which City and Agency, now Authority as successor, have required on-going requirements of the loans. If there is any inconsistency between the Agreement and the Master Loan Agreement, the latter prevails.

F. Beginning with this project, the parties intend to extend the term of the Affordability Period of the Agreement so that it is the same as all future regulatory agreements for future projects. It is the intent of the parties to extend this term of this Agreement, as part of all future projects.

G. The execution and recording of this Agreement is a condition to the City making assistance available to the Developer pursuant to the Affordable Housing Agreement.

G. The execution and recording of this Agreement is a condition to the City making assistance available to the Developer pursuant to the Affordable Housing Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Duty to Prevent Hazardous Material Contamination.** During the Rehabilitation and operation of the Property, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the City and Authority, and provide to the City and Authority a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the City and Authority, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

For purposes of this Section 1, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

For purposes of this Section 1, "Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

2. **Rehabilitation of the Property.** The Developer agrees to rehabilitate the Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

The October 23, 2006 Deed of Trust recorded as Instrument No. 06 2369323 is incorporated herein by this reference and the property described in Exhibit A is intended to be added to such properties already listed in the incorporated Deed of Trust to secure (1) payment of indebtedness as of the date of this deed of trust according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108

Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

Notice: This deed of trust adds the properties described in Exhibit A to the multiple properties described in Instrument No. 062369323 and may be foreclosed upon should a default occur on any of those properties.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter McGrath

Name: Peter J. McGrath

Title: President

tenant displacement, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

3. **Compliance with Laws.** The Developer shall carry out the design, Rehabilitation and operation of the Property in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

4. **Affordable Units.** The Developer agrees to make available, restrict occupancy to, and lease at an Affordable Rent (the "Affordable Units"):

> Three (3) two-bedroom units within the Property to households with incomes that do not exceed the stricter of: (i) the qualifying limits for Very-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or (ii) the limits defined under California Health and Safety Code Section 50105 for Very-Low Income Households, adjusted for household size; and
>
> Two (2) two-bedroom units and five (5) one-bedroom units within the Property to households with income that do not exceed the stricter of: (i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or (ii) the limits defined under California Health and Safety Code Section 50079.5 for Low-Income Households, as adjusted for households size.

The HOME affordable units will float within the Property. Any variation from these requirements must comply with the procedure set forth in Section 10.1 of this Agreement.

The Developer shall annually submit to the City and the Authority a completed income computation and certification form, in a form to be provided by the City and Authority, and such forms may change from time to time. The Developer shall certify that each tenant of the Property meets the income restrictions of Section 301 of the Affordable Housing Agreement. The Developer shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. Unless otherwise specified by the Authority or City, the Developer shall verify the income certification of the tenant in accordance with HUD or HCD regulations which may include one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain an alternate form of income verification reasonably requested by the Developer, if none of the above forms of verification is available to the Developer.

5. Affordable Rent.

The maximum Monthly Rent chargeable to income eligible households shall be annually determined by the City and Authority in accordance with the HOME Program requirements,. The maximum rent that the Developer may change any household occupying an affordable unit shall meet the following requirements:

a. The Monthly Rent payable by a tenant who meets the income limits for very-low income households shall not exceed the lesser of: a.) HOME program Low HOME income rents as established and amended annually by the United States Department of Housing and Urban Development (HUD), adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the very-low income rents set forth in Health & Safety Code Section 50053 and Section 50106 based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

b. The Monthly Rent payable by a tenant who meets the income limits for Low Income Households shall not exceed the lesser of: a.) HOME program High HOME income rents as established and amended annually by the United States Department of Housing and Urban Development (HUD), adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the Low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

c. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than the qualifying limits as set forth above, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.

d. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and required facilities associated therewith (including parking fees), (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

6. Lease Requirements. Prior to rental of any of the Property, the Developer shall submit a standard lease form to the City and Authority for its approval. The City and Authority and shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Developer shall enter into a written lease, in the form approved by the City and Authority, with each tenant of the Property. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

7. **Affirmative Marketing.** The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and Authority, the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

8. **Selection of Tenants.** The Property shall be leased to tenants selected by the Developer who meet all of the requirements provided herein. The Developer shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the City and Authority in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

9. **Affordability Period.** Affordability Period means the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement. The project shall be subject to the requirements herein in perpetuity commencing upon the completion of the rehabilitation. For purposes of this Section, "in perpetuity" means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years, which exceeds the HOME minimum affordability period of 15 years. The duration of this requirement shall be known as the "Affordability Period."

10. **Occupancy Standards.** To the extent legally possible, occupancy of the Affordable Units shall be limited to two persons per bedroom plus one additional person. Notwithstanding the foregoing, however, no residents of the Affordable Units as of the date of this Agreement shall be evicted from their apartment units solely because such residents do not meet the occupancy standards requirements of Section 307 of the Affordable Housing Agreement.

10.1 **Leasing Affordable Units Below Income Level Designations.** In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Authority's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in Section 4 of this Agreement. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a.) Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for Very-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for Very-Low Income Households, adjusted for household size; and includes Extremely-Low Income Households.

b.) Low-Income Households ("Low-Income Households") that do not exceed the following : i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households.

In order to maintain the household income mix set forth in Section 4 above, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

11. Maintenance. The Developer shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. If at any time Developer fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the City or Authority with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the City or Authority with respect to landscaping and building improvements, then the City and Authority, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City or Authority and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to the City or Authority, as appropriate, upon demand.

12. Management Plan. The Developer shall submit for the approval of the City and Authority a "Management Plan" which sets forth in detail the Developer's property management duties, the affirmative marketing procedures in accordance with Section 7 hereof, the tenant selection process in accordance with Section 8 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 6 hereof, the identity of the manager of the Property (the "Property Manager"), and other matters relevant to the management of the Property. The Management Plan shall require the Developer to adhere to a fair lease and grievance procedure and provide a plan for tenant participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the City and Authority.

If the City or Authority determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the City and/or Authority shall provide notice to the Developer of such deficiencies, and the Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 15 hereof, the City and the Authority shall each have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City and the Authority, which is not related to or affiliated with the Developer, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

13. Monitoring and Recordkeeping. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City and the Authority a Certification of Continuing Program Compliance in the form provided by the City and the Authority. Representatives of the City and the Authority shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City and the Authority in making the Property available for such inspection or audit. If for any reason the City or the Authority is unable to obtain the Developer's consent to such an inspection or audit, the Developer understands and agrees that the City and/or the Authority may obtain at Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

14. Non-Discrimination Covenants. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Developer shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The covenants established in this Section 14 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, the Authority and their successors and assigns, and shall remain in effect in perpetuity.

15. Defaults and Remedies. Defaults of this Agreement and remedies therefor shall be governed by the provisions of Article 400 of the Affordable Housing Agreement.

16. Waiver of Terms and Conditions. Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

17. Non-Liability of City Officials and Employees. No member, official, employee or agent of the City or the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or the Authority or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Time. Time is of the essence in this Agreement.

19. Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attention: Judith S. Arandes, Executive Director

City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Community Development Director

Authority: Housing Authority of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

20. Successors and Assigns. This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer, the City and the Authority and the permitted successors and assigns of the Developer and the Authority. Whenever the term "Developer," "Authority" or "City" is used in this Agreement, such term shall include any other successors and assigns as herein provided.

21. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the City and its successors and assigns, the Authority and its successors and assigns, and Developer and its successors and assigns, and no other person or persons shall have any right of action hereon.

22. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

23. Governing Law. This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

24. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Authority and the City. City and Authority shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager and through the Authority's Executive Director (or their respective duly authorized representatives). The City Manager and the Authority's Executive Director (or their respective duly authorized representatives) shall have the authority to make approvals, issue interpretations, execute documents, and/or enter into certain amendments of this Agreement, on behalf of City and Authority, respectively, including but not limited to reasonable requests of Developer, or the requirements of the HOME Program, so long as such actions do not materially or substantially change the uses or development permitted on the Property, or add to the costs incurred or to be incurred by City and Authority as specified herein, and such approvals, interpretations and/or amendments may include

extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council and Authority Board.

IN WITNESS WHEREOF, the parties hereto have executed this Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath
Name: Peter J. McGrath
Title: President

CITY:

CITY OF BURBANK, a California municipal corporation

By: Patrick Prescott
Name: Patrick Prescott
Title: Community Development Director

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: Patrick Prescott
Name: Patrick Prescott
Title: Community Development Director

ATTEST:

Zizette Mullins, MMC, City Clerk

Approved as to Form
Office of the City Attorney

Mary Riley

By: Mary Riley
Senior Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Burbank, and described as follows:

153 and 159 West Elmwood Avenue
LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

199 West Elmwood Avenue
LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On July 18, 2017 before me, Andrey Zargarian, Notary Public,
(here insert name and title of the officer)

personally appeared Peter J. McGrath

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANDREY ZARGARIAN
COMM. #2161932
Notary Public - California
Los Angeles County
My Comm. Expires Aug. 4, 2020

Signature AZgarian (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Regulatory Agreement

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On July 20, 2017 before me, Andrey Zargarian, Notary Public
(here insert name and title of the officer)

personally appeared Patrick Prescott

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANDREY ZARGARIAN
COMM. #2161932
Notary Public - California
Los Angeles County
My Comm. Expires Aug. 4, 2020

Signature A Zargarian

(Seal)

Optional Information

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containing _____ pages, and dated _____.

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- ☐ Individual(s)
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- ☐ Guardian/Conservator
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- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

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○ form(s) of identification ○ credible witness(es)

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Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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EXHIBIT E

SCOPE OF WORK

- Full bathroom and kitchen upgrades, using water-efficient fixtures and energy-efficient exhaust fans;
- Upgrade all plumbing and electrical fixtures;
- Install energy-efficient fluorescent interior and exterior lighting;
- Stucco repair and paint with low or zero VOC paint throughout interior/exterior of units;
- Replace flooring with LEED–rated materials (carpet tiles and vinyl);
- New appliances and window coverings;
- Replace two concrete pads in front of 199 Elmwood Avenue;
- Repair exterior staircases and paint handrails/guardrails; and
- Façade and landscaping improvements.

Estimated Budget for the Scope of Work

Rehabilitation - 10 Units	$ 315,000
Site Work (Landscape & Hardscape) - Three (3) Properties	$ 110,000
Moving Costs – Estimate 10 units	$ 17,500
Total	**$ 442,500**

EXHIBIT F

SCHEDULE OF PERFORMANCE

City Council/Authority Board Consideration/Approval	July 11, 2017
Tenant notification	Prior to commencement of rehabilitation but no later than August 1, 2017
Commence rehabilitation	No later than October 1, 2017
Complete rehabilitation	No later than September 1, 2019

Any extensions should be requested in writing, and may not exceed a total of five (5) years for the completion of the rehabilitation or September 1, 2022.

MASTER LOAN AGREEMENT AMENDMENT

THIS MASTER LOAN AGREEMENT AMENDMENT (the "Amendment") is entered into this 11th day of July, 2017 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **HOUSING AUTHORITY OF THE CITY OF BURBANK** a public body, corporate and politic (the "Authority"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the Borrower").

Recitals

A. Effective February 1, 2012, the redevelopment dissolution bill, AB 1X 26, eliminated redevelopment agencies in the State of California but authorized local housing authorities to accept the former redevelopment agencies housing assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Housing Authority of the City of Burbank ("Authority") consented to accept the Agency's housing duties. Therefore, wherever the word "Agency" appears in any previous agreement, including the subject one, by operation of law, it automatically is changed to "Authority" without the need for any formal amendment. However, given the opportunity, this Amendment references Authority instead of Agency, except where a recital restates prior actions.

B. On March 21, 2006, the Borrower, the Redevelopment Agency of the City of Burbank ("Agency"), and the City entered into a Loan Agreement which restated and amended the prior Affordable Housing Agreements as to eleven income-restricted projects, and combined all properties into one loan agreement. Subsequently ten (10) additional properties were added which either restated the Loan Agreement or amended it (157 West Linden Avenue/160 West Elm Court; 261 West Verdugo Avenue; 2219-2329 North Niagara Street, 2406 N. Naomi Street, 275 Verdugo Avenue, 2615 Thornton Avenue, 225 Linden Avenue, 2234 Catalina, 2223-2235 Catalina Street, and 2300 Niagara Street). A new Master Loan Agreement includes cross collateralization and cross default clauses, as further security for the Authority and City. Additionally, a new deed of trust was recorded on all projects as identified in the Affordable Housing Agreement securing the combined debt of Borrower. The deed of trust recorded on October 25, 2006 as Instrument No. 06 2369323 in the Los Angeles County's Recorders Office, states that it "secures all indebtedness owed to Beneficiary [City and Agency] ....for future amounts made from time to time, according to the terms of promissory notes made by Trustor [BHC]" and as to "payment of additional sums and interest thereon which may hereafter be loaned to Trustor...when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust as modified, and when this Deed of Trust is amended to include additional obligations."

C. On November 20, 2008, the parties further amended the Loan Agreement to make minor changes to reflect a certain audit performed by the Agency in 2008. The amended Loan Agreement is now referred to as the Master Loan Agreement. It is the intent of the parties to amend or increase the collective balance under this Master Loan Agreement to reflect new loans for new projects.

D. The parties now desire to add a new loan to the Master Loan Agreement in conjunction with a new project at 153, 159 and 199 W. Elmwood Avenue, Burbank, California. An Affordable Housing Agreement and Regulatory Agreement, together with this Master Loan

Amendment and the related amended Deed of Trust have been entered into on _____, to document the additional loan to Borrower.

E. Authority, City and Borrower entered into an Affordable Housing Agreement for the property located at 153, 159 and 199 W. Elmwood Avenue, in the City of Burbank (the "Property"), located on the land more particularly described in the Legal Description attached as Exhibit A to the Affordable Housing Agreement, and incorporated herein by reference; the property will be rehabilitated so that ten (10) affordable rental units will exist (Developer may choose the units) (Project No. 23).

F. The City desires to provide financial assistance to the Borrower in the form of a loan of HOME funds in the amount not to exceed Four Hundred, Forty-Two Thousand, Five Hundred dollars ($442,500) (the "City Loan"). In consideration for the City Loan, the Borrower desires to rehabilitate the Property, and to maintain the Property as an affordable housing project, and shall execute the promissory note to City.

G. The Master Loan Agreement establishes unified loan terms as to the payment and administration of the loan.

The parties agree as follows:

1. The first paragraph of Section 1 "Loans for Individual Properties" only is amended to add the following:

The new project being added to the Master Loan Amount is 153, 159 and 199 W. Elmwood Avenue, Burbank, California, as defined in Recital E above. The specific terms of the loan are set forth in the respective Affordable Housing Agreement, this Agreement (which incorporates the Master Loan Agreement) and the attached Notes, all of which are incorporated herein by this reference.

2. This Amendment to the Master Loan Agreement is intended to increase the balance of the loans made to Borrower, and to provide a new loan under the same terms and conditions of the Master Loan Agreement. The Master Loan Agreement is amended to include the new loan specified herein.

3. Any residual receipts generated from the operation of the 153, 159 and 199 W. Elmwood Avenue property may be used to refund a BHC loan in the principal amount of Four Hundred, Forty-Two Thousand Five Hundred dollars ($442,500). Once the BHC loan has been repaid in full, proceeds from the operation of the 153, 159 and 199 W. Elmwood Avenue property shall contribute to residual receipts payments to the Authority pursuant to the Master Loan Agreement.

4. All other provisions of the Master Loan Agreement not inconsistent with this Amendment and all previous amendments shall remain in full force and effect.

BORROWER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath
Name: Peter J. McGrath
Title: President

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: Patrick Prescott
Name: Patrick Prescott
Title: Community Development Director

ATTEST:

Zizette Mullins, MMC, Clerk

Approved as to Form
Office of the City Attorney

Mary Riley
By: Mary Riley, Senior Assistant City Attorney

CITY:

CITY OF BURBANK, a municipal corporation

By: Patrick Prescott
Name: Patrick Prescott
Title: Community Development Director

ATTEST:

Zizette Mullins, MMC, City Clerk

Approved as to Form
Office of City Attorney

Mary Riley
By: Mary Riley, Senior Assistant City Attorney

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On July 18, 2017 before me, Andrey Zargarian, Notary Public,
(here insert name and title of the officer)

personally appeared Peter J. McGrath

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANDREY ZARGARIAN
COMM. #2161932
Notary Public - California
Los Angeles County
My Comm. Expires Aug. 4, 2020

Signature A Zargarian

(Seal)

Optional Information

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Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Master Loan Agreement Amendment,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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AMENDED AND RESTATED MASTER LOAN AGREEMENT
(Phase 1)

THIS AMENDED AND RESTATED MASTER LOAN AGREEMENT (the "Agreement") is entered into this 14th day of January, 2025 (the "Effective Date", among the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority"), the **CITY OF BURBANK**, a municipal corporation and charter city, and **BURBANK HOUSING CORPORATION,** a California nonprofit public benefit corporation (the "Borrower" and/or "BHC"). This Agreement amends and restates in their entirety the Loan Agreements, Promissory Notes, and Deed of Trust, and other agreements related to the projects and properties listed in Recital I below. This Agreement is Phase 1 of a series of anticipated amendments to the Master Loan Agreement approved by the City and Agency on March 21, 2006 and signed by the parties on January 2, 2007, and as amended on November 20, 2008 (the "Master Loan Agreement"), and is intended to modify the loan; future phases may modify project related capital and reserve fund accounts and set forth a process to remove projects from the Master Loan Agreement for redevelopment.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank established a nonprofit corporation, the Burbank Housing Corporation, ("BHC") to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, et seq, ("HOME"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (hereafter "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Housing Authority of the City of Burbank ("Authority") accepted the Redevelopment Agency of the City of Burbank ("Agency") housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income tenants/owners. Based on the successful

Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered the Master Loan Agreement which modified agreements and combined all properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project, The Master Loan Agreement combined Agency (now Authority) funds ("Authority Loan") and City HOME and CDBG funds ("City Loan"). The Master Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The Authority Loan and City Loan together are referred to as the "Loan".

G. The required affordability under the HOME program is 15 years for rehabilitation projects and 20 years for new construction projects; there is no required affordability period under the CDBG program. The City promissory note before this modification required compliance with the HOME or CDBG regulations for the term of the note, which exceeded the minimum HOME and CDBG requirements. BHC and the City desire to reduce the maturity date for each portion of the City Loan to reflect the original maturity date for each portion of the Loan (which matched or exceeded the HOME and/or CDBG requirements, as applicable), while increasing the term of the affordability requirements on projects assisted by the City Loan . The result of this modification will eliminate ties with the federal government for the HOME and CDBG funds sooner, while extending the term of the affordability restrictions on the projects assisted with HOME and/or CDBG funds. Each portion of the City Loan is or will immediately be forgivable as of the initial term of each loan except for loans associated with certain properties identified in this Agreement. However, BHC and the City also desire to extend the affordability period for each project assisted by the City Loan despite any partial or full forgiveness of the City Loan as further provided in this Agreement.

H. Now the parties desire to further modify, restate, and replace in its entirety the Master Loan Agreement by entering into this Amended and Restated Master Loan Agreement to modify and restate the terms of the Loan to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan as set forth in more detail on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2) except for the loans related to specified properties as noted in Section 1.1 and on Exhibit A-2; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the loans related to specified properties as noted in Section 1.1 and on Exhibit A-1; 3) define "affordability covenant period" to be 55 years and three months for the Loan commencing January1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not

limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

I. The projects and properties subject to this Amended and Restated Master Loan Agreement are the following, as well as any future projects which specifically incorporate the Amended and Restated Master Loan Agreement in any City/Authority loan documents regarding those future projects:

1. On October 26, 1999, BHC entered into an affordable housing agreement with the City and Agency to assist in the rehabilitation of 2331-2333 North Fairview Street, then improved as a single-family home and a three-unit apartment building. The City provided an interest free loan of HOME funds and the Agency provided a loan (hereafter referred to as "Project No. 1").

2. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and manage a then duplex and two-unit apartment building located at 3000-3006 Thornton Avenue (hereafter referred to as "Project No.2"), with financial assistance by the Agency and City HOME funds.

3. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and manage real property located at 199 West Elmwood Avenue which was then improved with a six-unit apartment building. The transaction also consolidated the prior purchase agreement obligations entered into on November 30, 1999 (the Elmwood model), concerning the acquisition of 153, 158-159,164-165, 170-171, 188, 194 Elmwood. BHC provided a consolidated Promissory Note to the Agency, in exchange for Agency funds. This Elmwood project is collectively referred to as "Project No.3".

4. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and management of 1721 Elliot Drive, then improved with an eight-unit apartment building. Under the terms of the affordable housing agreement, the City agreed to loan BHC funds, a portion from CDBG, and a portion from HOME funds. The Agency also lent BHC funds for this project. The Elliot project is hereafter referred to as "Project No. 4".

5. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue, which was then improved with a single family dwelling. The Agency provided a loan to BHC. The 3030 Thornton Avenue project is hereafter referred to as "Project No. 5".

6. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement whereby BHC agreed to rehabilitate and then lease the property at 1801-1815 Grismer Avenue, 1819 Grismer Avenue and 1729-1735 Elliott Drive. As part of the DDA, the Agency provided BHC a loan for the rehabilitation of existing structures and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects. The aforementioned project is hereafter referred to as "Project No. 6".

7. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven units at 2325 and 2335 Fairview Street. The City provided a loan to BHC from HOME funds (hereafter "Project No. 7").

8. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement whereby Agency provided a loan to fund the acquisition, rehabilitation and management of the property located at 2321 North Fairview Street and 2321-2323 North Catalina Street and related relocation costs for displaced households. An activity center serves the neighborhood. This Project involves multiple unrelated properties. Though this amendment, this Project is being divided into two separate projects: 1) 2321- 2323 N. Catalina ("Project No. 8A") and 2) 2321 N. Fairview Street ("Project No. 8B"). The loan amounts and promissory notes are also being divided as follows: 1) 65%; to Project No. 8A; and 2) 35% to Project No. 8B.

9. On May 4, 2004, the Agency and BHC restructured and consolidated affordable housing agreements in the Lake-Verdugo Focus Neighborhood, as to 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. The City (HOME and CDBG) and the Agency had provided funding under the initial agreements. The restructured debt included additional Agency funds lent to BHC to pay off certain private financing. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

10. On July 19, 2005, BHC entered into an affordable housing agreement with the Agency whereby the Agency lent BHC funds to assist in the acquisition of the property located at 1902 Keeler Street. The Keeler project is hereafter referred to as "Project No. 10." As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted.

11. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC for the property located at 313 and 427 West Valencia Avenue ("Project No. 11").

12. On April 4, 2006 , the City (HOME funds) and Agency lent BHC funds for the purchase and rehabilitation ten rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue ("Project No. 12").

13. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide for eight affordable rental units using City HOME funds and Agency funds ("Project No. 13").

14. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six rental units at 2219 and 2329 North Niagara Street. Agency funds were lent to allow for BHC to purchase and rehabilitate the property ("Project No. 14").

15. On November 25, 2008, and amended on Oct. 9, 2009, BHC recorded a regulatory agreement, whereby BHC agreed to acquire and rehabilitate four (4) rental units to low and very low income households. Agency funds and City HOME funds were lent to BHC for this property located at 2406 North Naomi Street ("Project No. 15").

16. On January 15, 2009, BHC recorded a regulatory agreement agreeing to maintain 34 affordable units at 275 W. Verdugo. Agency funds were lent to BHC for this Property ("Project No. 16").

17. On October 13, 2009, BHC recorded a regulatory agreement agreeing to maintain four affordable units at 2615 Thorton Avenue, Agency and City (HOME) lent BHC funds to acquire and rehab the property ("Project No. 17").

18. On August 27, 2010, BHC recorded a regulatory agreement agreeing to maintain four affordable units at 225 W. Linden Avenue. Agency and City (HOME) lent BHC funds for this property ("Project Property No. 18").

19. On December 17, 2010, BHC recorded a regulatory agreement agreeing to maintain seven affordable units at 2234 N. Catalina Street. Agency and City (HOME) lent BHC funds for this property ("Project No. 19").

20. On May 25, 2011, BHC recorded a regulatory agreement agreeing to maintain 20 affordable units at 2223-2235 N. Catalina Street. Agency and City lent BHC funds for this property ("Project No. 20").

21. On November 1, 2012, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 2300 Niagara Street . City lent HOME funds for this property ("Project No 21").

22. On August 22, 2013, BHC recorded a regulatory agreement agreeing to maintain eleven affordable units at 1101 W, Verdugo Avenue and 1108 W. Angeleno Avenue. City (along with multiple other funding sources, MHP and federal fund) lent BHC HOME funds for this property ("Project No. 22").

23. On July 11, 2017, Authority, City and BHC entered into an Affordable Housing Agreement whereby BHC agreed to rehabilitate 10 rental units at 153, 159 and 199 Elmwood Avenue. City HOME funds were lent to allow for BHC to rehabilitate 10 units in the existing three buildings on the properties ("Project No. 23").

24. On March 6, 2018, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 1932 N. Ontario. Authority and City (HOME) lent BHC funds for this property ("Project No. 24").

25. On November 15, 2018, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 2300 N. Fairview. City (HOME) and Authority lent BHC funds for this property ("Project No. 25").

J. It is intended by the parties to amend and/or restate the applicable Affordable Housing Agreements, Promissory Notes, Deed of Trust, Regulatory Agreements, and Ground Leases, as necessary, as to the changes set forth herein, for all projects mentioned in Recital I above, to be made consistent with this Amended and Restated Master Loan Agreement ("Related Agreements").

NOW, THEREFORE, Authority, City and **BHC** (or the Borrower) hereby agree as follows:

1. Loans for individual properties. The Promissory Notes in favor of the Authority or Agency, and those in favor of the City, applicable to the Project Nos. 1-9 and 11- 25 shall be amended and restated to conform to this Agreement, with Exhibit A-1 as the form promissory note for Authority Loan and Exhibit A-2 as the form promissory note for City (HOME and CDBG) Loan ("Notes"). Exhibits A-1 and A-2 are incorporated herein by reference. However, it is not intended to amend any portion of the Promissory Notes relating to the Development Fee. Provisions relating to the Development Fee shall begin with Project No. 15 only, and then apply to all future projects that specifically provide for it. Notwithstanding the foregoing, this Agreement amends and restates each separate loan agreement, where such existed, or other applicable document, and related Agreement, such as Affordable Housing Agreements and to the extent that this Agreement is inconsistent with any prior agreement affecting the aforementioned Projects, this Agreement shall prevail. The Notes and Deed of Trust continue to provide that a default on any one Note can result in a default on all of the projects subject to the Agreement now and from time to time any future project in which the Authority/City documents state that that project shall conform to this Agreement , which can result in the Authority or City exercising foreclosure rights on all of the projects. Accounting shall be maintained for each individual project in compliance with this Agreement.

1.1 Repayment of Amended Loan; Interest The Borrower's obligation to repay the Amended and Restated Master Loan shall be set forth in the Authority Note and City Note. The payments on the Authority Note shall be due annually commencing April 1, 2026 for the period of January 1, 2025 - December 31, 2025. No payment shall be due for the period from December 31, 2024 to April 1, 2025. The term of the Authority Loan and Authority Note shall be for fifty-five (55) years and three (3) months commencing January 1, 2025. As long as there is no breach of the affordability terms during the Affordability Period, payments on the Authority Loan and Authority Note shall be forgiven after every 12 months on April 1 of each year for the immediately preceding calendar year by the amount $1/55^{th}$ of the initial balance (as to the total balance and for the amount of such loan for each project which received Authority Loan funds as shown on Schedule 1 to the Authority Amended and Restated Promissory Note (attached hereto as Exhibit A-1); and completely, for the Authority Note, upon the expiration of the Affordability Period (April 1, 2080); provided however, that the portions of the Authority Loan and Authority Note attributable to Project No. 1, Project No. 7, and Project No. 8B (2331-2333 North Fairview, 2325-2335 North Fairview, and 2321 North Fairview properties (the "Fairview Properties")) shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, April 1, 2080, shall not bear interest, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. The term for each portion of the City Loan and City Note is as set forth in on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2). As long as there is no breach of the affordability terms during the Affordability Period,

no payments shall be due on the City Loan or City Note, and each portion of the City Loan is hereby forgiven or will be forgiven as of the initial term of the original note evidencing the applicable portion of the City Loan as set forth on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2); provided however, that the portions of the City Loan and City Note attributable to the Fairview Properties shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, shall not bear interest, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. Upon a breach of the affordability terms during the Affordability Period, then any remaining principal balance of the Notes shall be due immediately. Borrower shall no longer make an annual payment or any Loan payment unless payments are accelerated in accordance with the Notes. No interest shall be incurred or owed on the Loan or under the Notes or any other document evidencing the Loan effective as of December 31, 2024, and all Note balances shall be reset as of that date. This modified repayment schedule eliminates any payment from residual receipts, and references to residual receipts in any documents involving the projects subject to this Agreement are hereby deleted.

If the Fairview Properties have not been released from the terms of this Agreement and Deed of Trust by the date five (5) years after the Effective Date, or earlier if requested by BHC, the terms of the Loan associated with those properties will revert to the terms for the other properties covered by this Agreement for the Authority Loan and City Loan respectively. In that case, the notes for the Fairview Properties will be modified to reflect those terms.

1.2 Definitions. As used in this Master Loan Agreement the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a nonprofit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and consistent to the mission statement and goals of Borrower in accordance with Articles of Incorporation and By-laws.

"Developer Fee" shall mean a compensation to Borrower as a developer fee as set forth in the Affordable Housing Agreements, for the time and risk involved to develop the specific project. The Developer Fee can only be used to further Borrower's mission and goals, and for no other purposes. The Developer Fee shall be kept in a separate account by Borrower which shall be capped at $600,000. During the Annual Budget process, Borrower shall provide a proposed budget as to the anticipated expenditure of these funds. Developer Fees further shall be paid as specified in the individual project Affordable Housing Agreement, or set forth in this Agreement.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer

charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account in accordance with a capital reserve study, which shall be updated from time to time to the extent payable from cash flow from the Projects; and (b) payments to an operating reserve which shall be equal to six months of then operating expenses. The exact amounts to be deposited annually into the capital replacement reserve account has been initially determined by the Authority's Assistant Executive Director in accordance with the Borrower submitted capital reserve study in a form reasonably acceptable to the Authority's Assistant Executive Director. The capital reserve study shall be updated periodically at the request of the Authority's Assistant Executive Director, and in which case, the amount of capital replacement reserve account shall reflect the updated capital reserve study. Two accounts shall be maintained at all times, each account though can be combined with other Projects' reserve accounts for capital replacement and other Projects' operating reserve accounts. The operating reserve account shall be built up and maintained at an amount equal to six months then operating expenses. It is intended that this operating reserve account shall be capped at the then six month operating expense amount. The capital replacement reserve account and the operating reserve account may then be used on any of the Projects as necessary.

1.3 Annual Budget Process Required. Not later than. November 1 of each year, Borrower shall begin conferring with Authority's Assistant Executive Director and shall present a proposed budget for the following calendar year. During this budget process, the parties shall meet, and the Authority's Assistant Executive Director shall determine at that time, reserve amounts, the anticipated use of the Developer Fee, as well as the reasonableness of the other estimated expenses and income. With respect to consideration of Approved General Administrative Costs, the Authority's Assistant Executive Director shall determine that the planning and administrative expenses are necessary for the production, improvement, or preservation of low-and moderate-income housing. Before December 31, the Authority's Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs. No later than April 1, Borrower shall obtain annual audited financial statements with respect to Borrower's operations that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. One statement can be provided for all Projects as long as each Project is clearly delineated, or separate statements can be provided for each Project. Further, the Authority may audit Borrower at any time, by providing reasonable notice. The audit shall be at Authority's expense.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust securing the Notes (other than transfers specifically approved by the City and/or Authority); or

b. in the event of a default by the Borrower under this Agreement, the Affordable Housing Agreements related to any of the Projects as amended, any Regulatory Agreement recorded against any property subject to the Deed of Trust securing the Notes, the Deed of Trust securing the Notes, or the Notes, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

1.4 Security for Agency and City Loan. The Notes for Project Nos. 1-9 and 11-25 have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Agency in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any one of the specific Notes. Once recorded, the Instrument Number of the Amended and Restated Deed of Trust shall be noted here: 20250809610.

1.5 Amendments to Affordable Housing Agreements. As part of this Agreement, the Affordable Housing Agreement for each Project subject to the Loan, if any, shall be modified as provided in this Agreement.

1.6 Affordability Period set forth in Regulatory Agreements. As part of this Agreement, the Regulatory Agreement for each property subject to the Loan shall be modified to provide for a set term of 55 years and three months for the Affordability Period, commencing with January1, 2025, and expiring April 1, 2080. The form of the Third Amendment to Regulatory Agreement shall be in the form set forth as Exhibit C-1 for all Projects other than Project No. 8A and Project No. 8B, the Third Amendment to Regulatory Agreement for Project No. 8A shall be in the form set forth as Exhibit C-2, and the Third Amendment to Regulatory Agreement for Project No. 8B shall be shall be in the form set forth as Exhibit C-3, attached hereto and incorporated herein by this reference.

1.7 Subordination. The Deed of Trust shall not be subordinate to any other deeds of trust, unless expressly approved by the Authority and/or City, which approval or denial may be made in its sole and absolute discretion. In the event this provision is in conflict with any other provision in a Related Agreement, this provision shall prevail. Approval by Authority is required as to subordination related to Authority Note; similarly, approval by City is required as to subordination related to City Note.

1.8 Assignment. The Promissory Notes shall not be assigned by Borrower without the prior written consent of the Authority and/or City.

1.9 Amendments to Articles and By-laws; City Representatives on Board. As further consideration for the Authority Loan and the City Loan, BHC agrees to maintain its Articles of Incorporation and By-laws to reflect that its mission is expanded to provide community services in the City of Burbank and general administrative activities associated with the development, improvement, and preservation of low- and moderate-income housing in the City of Burbank, including but not limited to activity centers and child care, and that its powers and purpose be limited to the geographic boundaries of the City of Burbank. The amended provisions required by this section shall not be changed without Authority and City prior approval. The required provisions shall be reflected in the Articles and By-laws. Whether or not the provisions are incorporated into the articles and by-laws, any violation of this section will further be deemed to be a default of the Amended and Restated Master Loan Agreement, causing acceleration of the Loan herein. Two representatives from the City or Authority shall be on the BHC Board of Directors as appointed by the City or Authority. The two members shall have full Board membership rights including but not limited to voting rights.

1.10 Modification of Ground Leases to Conform to New Term of Affordability Covenants, and Deletion of Residual Receipts Payments. In 2006, BHC and the Agency entered into several fifty-five (55) year leases with a promissory note and payments including interest and residual receipts as repayment. The financial terms of the leases at 1) 427 West Valencia and 313 West Valencia, and 2) 1729-1735 Elliot Dr., 1801-1818 and 1819 Grismer; are modified to eliminate interest past and future, to eliminate any payment from residual receipts, to forgive payments when not in default, and to extend the terms of the leases for 55 years to correspond to the new Affordability Period. The forms of the modifications of the leases are attached as Exhibits D-1 and D-2.

2. Minimum Requirements.

2.1 Operation of Development in Compliance with Affordable Housing Agreements. To the extent not already completed, the Borrower shall rehabilitate (where applicable), operate and maintain each Project in compliance with the requirements of each respective Regulatory Agreement, as amended.

2.2 Maintenance. The Borrower shall maintain each Project in good condition, free of debris, waste and graffiti, in a clean and presentable manner, and in compliance with the Regulatory Agreement associated with each Project, this Agreement and all applicable provisions of the Burbank Municipal Code and other laws Each Project shall be maintained in accordance with this Section 2.2 until the termination of the Affordability Period specified in this Agreement. If a Project is not so maintained, and such condition is not corrected within a reasonable period after written notice thereof from the Authority, then the Authority may perform the necessary maintenance, and Borrower shall pay such costs as are reasonably incurred for such maintenance.

2.3 Indemnity and Insurance. Borrower shall furnish the City and Authority with proper evidence of the insurance which is required pursuant to the Regulatory Agreements and this Agreement. At a minimum the following standards shall apply: The Borrower shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars

($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Borrower shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Borrower or its contractors, subcontractors, agents or employees with respect to the Property. Borrower shall also require all property managers to maintain comparable insurance, and to also maintain fidelity (employee dishonesty) insurance in a commercially reasonable amount. All policies shall protect the Borrower, City and Authority from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Authority. Such policy or policies shall be written on an occurrence form. The Borrower shall also furnish or cause to be furnished to the Authority Assistant Executive Director evidence satisfactory to the City Attorney that Borrower and any contractor with whom it has contracted for the performance of work on any Project or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Borrower shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Authority setting forth the general provisions of the insurance coverage each year. This countersigned certificate shall name the City and the Authority and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Authority of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Borrower shall be primary insurance and not be contributing with any insurance maintained by the Authority or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Authority. The required certificate shall be updated annually, and the City and Authority reserve the right to increase these amounts no more than once every five years in a commercially reasonable amount determined by the City's Risk Manager. Borrower shall also take out and maintain until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

In the event Borrower is unable to obtain any of the insurance coverages required herein, the Authority or City may find BHC in default of this Agreement; provided, however, the Borrower may request the Authority's Executive Director to pay for the insurance or to waive said insurance coverage requirements and place the Property and Rehabilitation on the Authority's insurance policy(ies). The Authority's Executive Director may approve or deny Borrower's waiver request in its sole and absolute discretion. Concurrently with Borrower's waiver request, the Borrower shall provide written correspondence from at least three (3) insurance underwriters evidencing Borrower's inability to obtain insurance coverage, regardless of cost. Any cost to the Authority caused by a purchase of insurance or a waiver of insurance coverage, including increased premium, may be added to the amount of the collective Notes under this Amended and Restated Master Loan Agreement, and shall be repaid pursuant to the terms thereof, or Authority may pursue a separate action (such as acceleration of the Notes, nonjudicial foreclosure, or litigation) for repayment of the insurance policy cost, Such action is not limited to the real property.

In addition to the foregoing, the Borrower shall defend, indemnify, assume all responsibility for, and hold the former Agency, the Authority and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorney's fees and costs), which may be caused by any acts or omissions of the Borrower under this Agreement, whether such activities or performance thereof be by the Borrower or by anyone directly or indirectly employed or contracted with by the Borrower and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Borrower shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the City, the Agency, the Authority or their respective agents or employees.

2.4 [Intentionally reserved.]

2.5 Compliance With Laws. The Borrower shall develop, maintain and operate the Property in conformity with all applicable laws, including all applicable state labor standards, the zoning and development standards of the City of Burbank, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, all applicable environmental laws, all state and federal fair housing laws, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.,* Government Code Section 4450, *et seq.,* Government Code Section 11135, *et seq.,* and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. HUD regulations as required for HOME funds shall be complied with whenever HOME funds have been used in a Project.

2.6 Nondiscrimination. Borrower for itself and its successors and assigns, agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, rental, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, leases, sublessees, subtenants, contractors or vendees in the Property. Borrower shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations, as amended.

2.7 Condition of the Property.

a. Borrower Precautions. Borrower shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which may be located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Borrower shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

b. Environmental Indemnity. Borrower shall indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Property, use

on the Property, generation on the Property, discharge from the Property, storage on the Property, disposal on or from the Property, or transportation to or from the Property, of any Hazardous Materials during the term of this Agreement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment; provided, however, under no circumstances shall these indemnity obligations of Borrower include any obligation for payment of punitive damages assessed against former Agency, Authority or City or their officers, employees, agents or representatives.

c. Definitions. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, Los Angeles County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

2.8 Liens and Stop Notices. Borrower shall use its best efforts to prevent any lien or stop notice from being placed on the Property or any part thereof, except as to those liens which are approved encumbrances under this Agreement or the Regulatory Agreement. If a claim of a lien or stop notice is given or recorded affecting the Property, the Borrower shall within thirty (30) days of such recording or service:

a. pay and discharge the same; or

b. effect the release thereof by recording and delivering to Authority a surety bond in sufficient form and amount, or otherwise; or

c. provide Authority and City, if applicable, with indemnification from a title insurance company reasonably acceptable to the Authority against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Authority from the effect of such lien or bonded stop notice.

2.9 Taxes and Assessments. Borrower shall pay prior to delinquency all ad valorem real estate taxes and assessments on the properties subject to this Agreement, subject to Borrower's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes.

3. Borrower's Representations and Warranties. Borrower represents and warrants to Agency as follows:

3.1 Legal Authority. Borrower has full right, power and lawful authority to undertake all obligations as provided herein, and the execution, performance and delivery of this Agreement by Borrower has been fully authorized by all requisite actions on the part of the Borrower. The parties who have executed this Agreement on behalf of Borrower are authorized to bind Borrower by their signatures hereto.

3.2 Litigation. To the best of Borrower's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Borrower or any parties affiliated with Borrower, at law or in equity before any court or governmental agency, domestic or foreign, which if adversely determined, would materially impair the right or ability of Borrower to execute or perform its obligations under this Agreement or any documents required hereby to be executed by Borrower, or which would materially adversely affect the financial condition of Borrower or any parties affiliated with Borrower.

3.3 No Conflict. To the best of Borrower's knowledge, Borrower's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Borrower or any parties affiliated with Borrower is a party or by which it is bound.

3.4 No Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings have been filed or are pending or threatened against the Borrower or any parties affiliated with Borrower, nor are any of such proceedings contemplated by Borrower or any parties affiliated with Borrower.

3.5 [Intentionally deleted.]

4. Remedies for Default. A failure by any party to perform any action or covenant required by this Agreement, the Affordable Housing Agreements, the Regulatory Agreements, the Promissory Notes, the Deed of Trust, or any loan or deed of trust for the acquisition, rehabilitation, or operation of the Projects subject to this Agreement, which is senior to the Agency Loan, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other

party shall not be in Default if such party cures such default within sixty (60) days of the claimed Default is a failure to pay amounts due pursuant to the Promissory Notes, or one hundred twenty (120) days from receipt of such notice for all other claimed Defaults hereunder, unless a longer cure period is provided in the Regulatory Agreements, Promissory Notes, Deed of Trust or other applicable Related Agreement. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within one hundred twenty (120) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Borrower is in default on any loan or deed of trust senior to the Loan, the Borrower shall immediately deliver to the Authority a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the Authority shall have the right (but not be obligated to) cure such default. In such event, the Authority shall be entitled to reimbursement from the Borrower of all costs and expenses actually incurred by the Authority in curing such default. The Authority shall be entitled to add such amount to the amounts owing pursuant to the Promissory Notes, and secured by the Deed of Trust, or in the alternative, Authority may pursue a separate action (such as acceleration of the Notes or specific Note in issue, nonjudicial foreclosure, or litigation) for repayment of the cost, not limited to the real property.

4.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Authority may also cause all indebtedness of the Borrower under this Agreement and the Promissory Note to become immediately due and payable, and may institute an action for judicial or nonjudicial foreclosure pursuant to the Deed of Trust. Legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county, or in the United States District Court for the Central District of California.

4.2 Acceptance of Service of Process. In the event that any legal action is commenced by the Borrower against Authority, service of process on Authority shall be made by personal service upon the Secretary or Executive Director of Authority or in such other manner as may be provided by law. . In the event that any legal action is commenced by the Borrower against City, service of process on Authority shall be made by personal service upon the City Clerk or City Manager or in such other manner as may be provided by law. In the event that any legal action is commenced by Authority and/or City against the Borrower, service of process shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by another party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default

or of any such rights or remedies, or deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

4.6 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

5. General Provisions.

5.1 Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other parties under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

To Authority: Housing Authority of the City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: Executive Director

To Borrower: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attn: Executive Director

To City: City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: City Manager

With copy to : Attn: City Attorney

Any written notice, demand or communication shall be deemed received immediately upon personal delivery or three (3) days after deposit in the United States mail; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be effective on the third day from the date of the attempted delivery or deposit in the United States mail.

5.2 Non-Liability of Officials and Employees of Authority and City. No member, official, officer or employee of Authority or the City shall be personally liable to the

Borrower, or any successor in interest, in the event of any Default or breach by Authority(or the City) or for any amount which may become due to the Borrower or its successors, or on any obligations under the terms of this Agreement.

5.3 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

5.4 Integration. This Agreement (including Exhibits A-1, A-2, B, C-1, C-2, and C-3, D-1, and D-2, together with the Related Agreements, contain the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. In the event there is any inconsistencies among the documents this Amended and Restated Master Loan Agreement shall prevail; then the Amended and Restated Promissory Notes; then the Amended Regulatory Agreements; and lastly, the Amended and Restated Deed of Trust.

5.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

5.6 Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

5.7 Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.8 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

5.9 Time of Essence. Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.

5.10 Cooperation. Each party shall cooperate with the other in this transaction and, in that regard, sign any and all documents which may be reasonably necessary, helpful, or

appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

5.11 Definitions. Any terms used in this Agreement but not separately defined herein shall have the meaning given to such terms in the Regulatory Agreements.

5.12 Exhibits. City Manager and Authority Executive Director shall prepare, are authorized to sign for the City and Authority, respectively, and shall record, as applicable, Amended and Restated Promissory Notes, Amendment and Restated Deed of Trust, amendments to Regulatory Agreement and amendments to Lease(s), substantially in the form attached as exhibits to this Agreement.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Authority, City and the Borrower have executed this Agreement as of the Effective Date.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Justin Hess, Executive Director

Attest:

Kimberly Clark
~~CMC~~, Secretary Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Justin Hess, City Manager

Attest:

Kimberly Clark
_____, ~~CMC~~, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By: _____

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: Chris T. Welker
Name: Chris T. Welker
Its: President

EXHIBIT A-1

Promissory Note Form for Authority Loan

AMENDED AND RESTATED PROMISSORY NOTE (AUTHORITY)

$43,822,258.70

January 14, 2025
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation ("Borrower"), promises to pay to the **HOUSING AUTHORITY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Authority"), at the Authority's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Authority/City may designate in writing, the principal sum calculated as of the Effective Date of Forty-Three Million Eight Hundred Twenty-Two Thousand Two Hundred Fifty-Eight and Seventy Hundredths Dollars ($43,822,258.70) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Note") is given in accordance with that certain **Amended and Restated Master Loan Agreement** executed by the Authority, the City of Burbank and the Borrower, dated as of January 14, 2025 (the "Agreement") which is incorporated herein by this reference. The Agreement further incorporates this Note, the Deed of Trust, and Regulatory Agreements affecting twenty-four (25) projects from time to time, which now have the same terms, having been modified by the Agreement. The Note Amount collectively combines all amounts owed to the Authority for all of the projects, with Schedule 1 to this Note specifying the amounts due to the Authority for each project. The rights and obligations of the Borrower and the Authority under this Note shall be governed by the Agreement (including its exhibits) and by the additional terms set forth in this Note. In the event of any conflict, the Agreement prevails, then this Note, then the Regulatory Agreements, and then the Deed of Trust. This Note, Regulatory Agreements, Deed of Trust, and Affordable Housing Agreements are collectively referred as the Related Agreements to the Amended and Restated Master Loan Agreement.

2. **Interest and Term.** As of December 31, 2024, no interest shall accrue on the Note Amount. The term of the Note shall be fifty-five years, commencing on January 1, 2024 and ending on January 1, 2080.

3. **Repayment of Note Amount.** Payments are due annually, commencing with April 1, 2026, for the annual payment from January 1, 2025-December 31, 2025; however, each twelve month payment shall be forgiven by 1/55th of the initial balance (for the total amount and the amount associated with each project) and completely upon expiration of the Affordability Period (April 1, 2080), as long as Borrower does not breach of the affordability terms during the Affordability Period; provided however, that the portions of the Authority Loan and Authority Note attributable to Project No. 1, Project No. 7, and Project No. 8B (2331-2333 North Fairview, 2325-2335 North Fairview and 2321 North Fairview properties) (the "Fairview Projects")

shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, April 1, 2080, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. No payments shall be due between December 31, 2024 and April 1, 2025.

The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. On April 1, 2080, this obligation shall be paid in full, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, the Note Amount will be forgiven in its entirety except that the portions of the Authority Loan and this Note attributable to the Fairview Properties shall not be forgiven and instead will be due and payable on December 31, 2080. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreements, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Authority to declare them due subsequently.

4. Security. The Notes for Project Nos. 1-9 and 11-25 (as defined in the Agreement) have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Authority in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any

one of the specific Notes. Once recorded the Instrument Number of the Amended and Restated Deed of Trust shall be noted here:_____.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Authority's sole discretion and that the Authority may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Authority with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note if suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments; Modifications.; Assignments. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Authority. In the event Authority at some time in the future, and from time-to -time, agrees in its sole and absolute discretion, to release Borrower as to a specific property subject to the Agreement, then this Note, the Deed of Trust and respective Regulatory Agreement can be released, reconveyed and/or modified to so reflect. In the event of any release, the affordability restrictions may be renegotiated.

9. Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement or a dissolution context, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the other party, which consent may be given or withheld in the other party's sole discretion.

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Amended and Restated Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____
Title: _____

Schedule 1 to Authority Amended and Restated Promissory Note

Burbank Housing Agency and Authority Notes

Original Note Date	Amended By Master Loan Agreement	No.	Original Note Amount	Property	Agency	Authority (LMIHAF)	Terms	Fully Forgiven Date	Units	Focus Group
04/25/01	01/14/25	Project no. 2	$366,000.00	3000 3006 Thornton Ave	$411,020.91		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC2
07/10/01	01/14/25	Project no. 3	$2,837,974.00	199 West Linwood	$2,818,734.69		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	67	BHC1
07/10/01	01/14/25	Project no. 3	$399,566.00	199 West Linwood	$399,565.84		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	67	BHC1
07/16/02	01/14/25	Project no. 4	$332,765.00	1721 Elliott Drive	$332,764.82		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	7	BHC4
05/27/03	01/14/25	Project no. 5	$59,918.38	3030 Thornton Ave	$59,918.38		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC2
05/27/03	01/14/25	Project no. 5	$232,800.00	3030 Thornton Ave	$231,629.99		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC2
09/23/03	01/14/25	Project no. 6	$3,441,000.00	1801 1819 Grismer Ave/1729 1735 Elliott	$3,441,000.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	72 plus office and AC	BHC4
09/23/03	01/14/25	Project no. 6	$2,888,942.00	1801 1819 Grismer & 1729 1735 Elliott	$2,888,942.57		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	72 plus office and AC	BHC4
06/15/04	01/14/25	Project no. 8a	$3,143,000.00	2321 2323 N Catalina	$2,186,497.20		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	14	BHC2
05/04/04	01/14/25	Project no. 9	$1,479,944.00	Verdugo Lake Consolidation Loan	$1,479,944.43		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	13	BHC5
01/31/06	01/14/25	Project no. 11	$135,595.00	313 W. Valencia	$135,595.32		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
01/31/06	01/14/25	Project no. 11	$88,698.00	427 W. Valencia	$88,697.69		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC6
04/06/06	01/14/25	Project no. 12	$1,232,217.00	157 W. Linden	$1,078,635.68		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	9	BHC3
01/23/07	01/14/25	Project no. 13	$863,714.00	261 W. Verdugo Avenue	$863,714.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	8	BHC5
01/23/07	01/14/25	Project no. 14	$1,836,979.00	2219/2379 Niagara	$1,836,979.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	6	BHC2
09/01/09	01/14/25	Project no. 15	$936,100.00	2406 N. Naomi	$936,100.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
04/01/09	01/14/25	Project no. 16	$9,786,500.00	275 W. Verdugo Ave.	$9,786,500.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	34	BHC5
10/07/09	01/14/25	Project no. 17	$1,007,200.00	2615 Thornton Ave	$1,007,200.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
08/20/10	01/14/25	Project no. 18	$1,769,792.00	225 W. Linden	$1,125,852.53		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
12/09/10	01/14/25	Project no. 19	$973,800.00	2234 Catalina	$839,383.65		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	7	BHC2
05/12/11	01/14/25	Project no. 20	$9,298,200.00	2223 2227 Catalina	$9,298,200.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	20	BHC2
03/28/18	01/14/25	Project no. 24	$547,622.00	1932 Ontario Street		$547,622.00	Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	3	BHC6
10/30/18	01/14/25	Project no. 25	$913,770.00	2300 North Fairview Street		$913,770.00	Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	3	BHC6
				Total Principal to be Forgiven after 55 Years from Amended & Restated MLA date	**$40,696,826.70**	**$1,461,392.00**				
10/26/99	01/14/25	Project no. 1	$111,890.00	2331 2333 North Fairview****	$111,890.04		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		3	BHC2
11/18/03	01/14/25	Project no. 7	$377,165.00	2325 2335 Fairview ****	$377,165.76		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		7	BHC2
06/15/04	01/14/25	Project no. 8b	$3,143,000.00	2321 North Fairview ****	$1,174,984.20		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		14	BHC2
				Total No Forgiveness, No Interest, Deferred Loans	**$42,360,866.70**	**$1,461,392.00**				
				Total Agency and Authority Principal balance	**$43,822,258.70**					

**** Amended and Restated Authority Promissory Note includes the total of principal amount to be forgiven in the future of Agency principal of $43,268,576.70 and Authority principal $1,461,392 , plus total principal amount for Projects No. 1 ($111,890.04), No. 7 ($377,165.76), and No. 8b ($1,174,984.20) which are deferred until 4/1/2080 for a total principal amount of $46,394,008.70.

EXHIBIT A-2

Sample Promissory Note for City Loan

PROMISSORY NOTE
(CITY)

$7,047,124.73

January 14, 2025
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum as of the Effective Date of Seven Million Forty Seven Thousand One Hundred Twenty-Four and Seventy-Three Hundredths Dollars (7,047,124.73) (the "Note Amount") in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Note") is given in accordance with that certain **Amended and Restated Master Loan Agreement** executed by the Housing Authority of the City of Burbank, the City and the Borrower, dated as of January 14, 2025 (the "Agreement") which is incorporated herein by this reference. The Agreement further incorporates this Note, the Deed of Trust, and Regulatory Agreements affecting twenty-four (24) projects from time to time, which now have the same terms, having been modified by the Agreement. The Note Amount collectively combines all amounts owed to the City for all of the projects with Schedule 1 to this Note specifying the amounts due to the City for each project by funding source. The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement (including its exhibits) and by the additional terms set forth in this Note. In the event of any conflict, the Agreement prevails, then this Note, then the Regulatory Agreements, and then the Deed of Trust . This Note, Regulatory Agreements, Deed of Trust, and Affordable Housing Agreements are collectively referred as the Related Agreements to the Amended and Restated Master Loan Agreement.

2. **Interest and Term.** No interest shall accrue on the Note Amount, past or future. The term of the Note shall remain as set forth in the attached Schedule 1 and shall not be extended herein, except for Projects 1 and 7 which shall have a term of fifty-five years, commencing on January 1, 2024 and ending on January 1, 2080.

3. Repayment of Note Amount. Payments are due annually, commencing with April 1, 2026 for the annual payment from January 1, 2025-December 31, 2025. No payments shall be due between December 31, 2024 and April 1, 2025. As long as there is no breach of the affordability terms during the Affordability Period, no payments shall be due on the City Loan or City Note, and each portion of the City Loan is hereby forgiven or will be forgiven as of the initial term of the original note evidencing that portion of the City Loan and this Note as set forth on Schedule 1 attached to this Note; provided however, that the portions of the City Loan and this Note attributable to Project No. 1 and Project No. 7 (2331-2333 North Fairview and 2325-2335 North Fairview properties) shall not be forgiven and instead will be due and payable on December 31, 2080.

The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. to the extent not previously forgiven. On April 1, 2080, this obligation shall be paid in full, provided if Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, the Note Amount will be forgiven in its entirety, except for the portions of the City Loan and this Note attributable to Project No. 1 and Project No. 7 (2331-2333 North Fairview and 2325-2335 North Fairview properties) shall not be forgiven and instead will be due and payable on December 31, 2080. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreements, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. The Notes for Projects 1-9 and 11-25 (as defined in the Agreement) have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and

cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Authority in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any one of the specific Notes. Once recorded the Instrument Number of the Amended and Restated Deed of Trust shall be noted here:_____.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement. .

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City. In the event City at some time in the future, and from time-to -time, agrees in its sole and absolute discretion, to release Borrower as to a specific property subject to the Agreement, then this Note, the Deed of Trust and respective Regulatory Agreement can be released, reconveyed and/or modified to so reflect. In the event of any release, the affordability restrictions may be renegotiated.

9. Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement or a dissolution context, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the other party, which consent may be given or withheld in the other party's sole discretion.

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Amended and Restated Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Schedule 1 to City Amended and Restated Promissory Note

Burbank Housing Corporation Home and CDBG Notes

Original Note Date	Amended & Restated By Master Loan Agreement	Project No.	Original Note Amount	Property	HOME - Principal Amount Totals	CDBG - Principal Amount Totals	Terms	Forgivable (Y/N)	Original Forgivable date after 15 years	Units	Focus Group
04/25/01	01/14/25	Project no. 2	150,000.00	3000 3006 Thornton Ave	$150,000.00		Forgiven as of the initial term date.	Y	4/25/2016 *	4	BHC2
07/16/02	01/14/25	Project no. 4	279,059.00	1721 Elliott Drive	$279,059.05		Forgiven as of the initial term date.	Y	7/16/2017 *	7	BHC4
7/16/2002	01/14/25	Project no. 4	341,072.00	1721 Elliott Drive - CDBG		$341,072.16	Forgiven as of the initial term date.	Y	7/16/2017 *	7	BHC4
05/04/04	01/14/25	Project no. 9	328,091.00	237 W. Verdugo	$328,090.94		Forgiven as of the initial term date.	Y	5/4/2019 *	10	BHC5
05/04/04	01/14/25	Project no. 9	335,478.00	241 243 W. Verdugo	$335,478.68		Forgiven as of the initial term date.	Y	5/4/2019 *	4	BHC5
05/04/04	01/14/25	Project no. 9	341,861.00	257 W. Verdugo	$341,681.37		Forgiven as of the initial term date.	Y	5/4/2019 *	9	BHC5
5/4/2004	01/14/25	Project no. 9	568,812.00	220 W. Tujunga - CDBG		$568,812.30	Forgiven as of the initial term date.	Y	5/4/2019 *	7	BHC5
04/06/06	01/14/25	Project no. 12	1,442,415.00	157/159 W. Linden, 160 W. Elm	$1,442,415.00		Forgiven as of the initial term date.	Y	4/6/2021 *	9	BHC3
1/23/2007	01/14/25	Project no. 13	848,653.00	261 W. Verdugo Avenue	$848,653.00		Forgiven as of the initial term date.	Y	1/23/2022 *	8	BHC5
9/1/2009	01/14/25	Project no. 15	510,000.00	2406 N. Naomi	$510,000.00		Forgiven as of the initial term date.	Y	9/1/2024 *	4	BHC6
				Total Principal Forgiven to date based on original term date	**$4,235,378.24**	**$909,884.46**					
9/23/2010	01/14/25	Project no. 17	530,500.00	2615 Thornton Ave	$530,500.00		0%	Y	9/23/2025	4	BHC6
8/20/2010	01/14/25	Project no. 18	526,608.00	225 W. Linden	$526,608.00		0%	Y	8/20/2025	4	BHC6
12/9/2010	01/14/25	Project no. 19	1,010,500.00	2234 Catalina	$1,010,500.00		0%	Y	12/2/2025	7	BHC2
10/26/2012	01/14/25	Project no. 21	427,738.00	2300 Niagara	$427,738.00		0%	Y	10/26/2027	3	BHC2
8/20/2013	01/14/25	Project no. 22	1,299,874.00	1108 Angelino/1101 Verdugo	$1,299,874.00		0%	Y	8/20/2028	11	BHC8
8/20/2013	01/14/25	Project no 22	153,020.00	1108 Angelino/1101 Verdugo	$153,020.00		0%	Y	8/20/2028	11	BHC8
7/13/2015	01/14/25	Project no. 22	306,379.00	1108 Angelino/1101 Verdugo	$306,279.00		0%	Y	7/15/2030	11	BHC8
7/11/2017	01/14/25	Project no 23	442,500.00	153/ 159 & 199 Elmwood Revitalization	$442,500.00		0%	Y	7/11/2032	10	BHC1
3/28/2018	01/14/25	Project no 24	590,019.00	1932 Ontario Street	$590,019.00		0%	Y	3/28/2033	3	BHC6
10/30/2018	01/14/25	Project no. 25	542,702.00	2300 North Fairview Street	$542,702.00		0%	Y	10/30/2033	3	BHC6
				Total Principal Amounts to be Forgiven based on original term date	**$5,831,740.00**	**$0.00**					
10/26/99	01/14/25	Project no. 1	$135,385.00	2331 2333 North Fairview	$135,384.73		No forgiveness; no interest, payments deferred until maturity date 4/1/2080	N	**	3	BHC2
11/18/03	01/14/25	Project no. 7	1,080,000.00	2325 2335 Fairview	$1,080,000.00		No forgiveness; no interest, payments deferred until maturity date 4/1/2080	N	***	7	BHC2
				Total No Forgiveness, No Interest, Deferred Loans	**$1,215,384.73**	**$0.00**					
				Total Principal Balance	**$11,282,502.97**	**$909,884.46**					
				Total Original HOME and CDBG Principal balance	**$12,192,387.43**						

* These principal amounts were forgiven under the amended and restated MLA Home notes ($4,235,378.24) and CDBG notes ($909,884.16) for a total of **$5,145,262.40**

** Initial maturity date was 10/26/2014

EXHIBIT B

Form of Amended and Restated Deed of Trust

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: City Clerk)

This document is exempt from the payment of a recording , fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED DEED OF TRUST

THIS AMENDED AND RESTATED DEED OF TRUST is made ____ day of _____, 2025 by **BURBANK HOUSING CORPORATION**, a California nonprofit public benefit corporation (the "Trustor or Grantor") whose address is 1819 Grismer Avenue, Burbank, CA 91510 to Chicago Title Co., a California Corporation, (and in such capacity herein called "Trustee"), for the benefit of the **CITY OF BURBANK**, a California municipal corporation (the "City"), and the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority") (and in such capacity herein collectively called the "Beneficiary").

RECITALS

A. Trustor previously signed and recorded that certain Deed of Trust with Assignment of Rents (Short Form) dated October 23, 2006 for the benefit of the Beneficiary and recorded on October 25, 2006 in the Official Records of Los Angeles County as Document No. 06-2369323 (the "Deed of Trust") to secure indebtedness under a Loan Agreement ("MLA") approved in 2006, but executed on January 2, 2007.

B. Trustor and Beneficiary have amended and restated the MLA, and desire to amend the Deed of Trust to reflect such modification and to reflect the new amount of the indebtedness.

WITNESSETH: that Trustor grants to Trustee in Trust, with the Power of Sale, that property in the County of Los Angeles, State of California, described as

See attached Exhibit A, incorporated herein.

Together with the rents, issues and profits thereof, subject however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of all indebtedness owed to Beneficiary in the principal amount of $50,869,383.43 according to the terms of the Amended and Restated Master Loan Agreement

(MLA) and the two promissory notes dated as of January 14, 2025 made by Trustor payable to the order of Beneficiary (the "2025 Amended and Restated Promissory Notes"), and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference into the 2025 Amended and Restated Promissory Notes or as contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced promissory notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly remakes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964 in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of each county, namely

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as if fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to it.

This Amended and Restated Deed of Trust is intended to replace and supersede Instrument No 06-2369323.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____
Its: _____
Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION-TO BE INSERTED

LEGAL DECRIPTIONS -EXHIBIT A

Property #1 **2331-2333 North Fairview, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2464-005-073

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 **3000-3006 Thornton Avenue, Burbank,CA**
(recorded in Instrument No. 06-2369323)
APN 2464-005-036

LOT 194 AND A PORTION OF LOT 195, OF TRACT NO. 9443, IN THE CITY OF BURBANK,COUNTY Of LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 ,PAGE 5 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDEROF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194 AND THE EASTERLY 44.00 FEET OF LOT 195 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED SEPTEMBER 5, 2003 AS INSTRUMENT NO. 03-2591270, OFFICIAL RECORDS.

Property #3 **West Elmwood Avenue (199 W. Elmwood Ave., together with 153,158-159,164-165, 170-171, 188, 194 W. Elmwood, Burbank, CA)**
(recorded in Instrument No. 06-23269323)
APNs 2451-001-021; 2451-001-052; 2451-001-053; 2451-001-054; 2451-001-055; 2451-001-056; 2451-001-057; 2451-001-058

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF

40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97 ° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1 IN TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #4 **1721 Elliot Drive, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2468-013-022

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 **3030 Thornton Avenue, Burbank, CA**
(recorded in Instrument No. 2369323)
APN 2464-005-037

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY

OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 **1819 Grismer,**
(Formerly known as 1801-1815 Grismer, Burbank, CA
1819 Grismer Burbank, CA
and 1729-1735 Elliot, Burbank, CA)
(recorded in Instrument No. 20120419278)
APN 2468-013907

Weisswasser Property

Those portions of Lots 18, 19, and 20 of Tract 3097 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 32, Page 12 of Maps, records of said county and more particularly described as follows:

Lots 18 and 19 except the following described portions:

Beginning at the southeast corner of Lot 18 then along the south line of said Lot, N 89° 31' 40" W 367.00 feet; then N 0° 28' 60" W, parallel with the west line of said tract, 41.50 feet; then S 89° 31' 40" E 185.00 feet; than N 0° 28' 50" W 68.50 feet to the south line of Lot 19; then continuing N 0° 28' 50" W 14.50 feet; then S 89° 31' 40" E, parallel with the south line of Lot 19, 163.82 feet to the west line of Grismer Avenue, 60.00 feet wide; then along said west line in a curve concave to the west, having a radius of 1631.52 feet, 116.29 feet to the Point of Beginning.

Lot 20 except the following described portions:

The westerly 100 feet;

Beginning at the northeast corner of Lot 20, then S 14° 27' 30" E along the westerly line of Grismer Avenue, 60.00 feet wide, 51.74 feet; then N 89° 31' 40" W 162.50 feet; then N 0° 28' 50" W, parallel with the west line of said Tract, 50.00 feet to the northerly line of Lot 20; then S 89° 31' 40" E along said northerly line 150 .00 feet to the Point of Beginning.

Reinoso Property

Parcel 1:

Lot(s) 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 Page(s) 21, of Maps, in the office of the County Recorder of said County.

Parcel 2:

That portion of Lot(s) 20 of Tract No, 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point In the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot a distance of 50 feet to a point; thence north and parallel with the west line of said Lot 20 to a point in the north line of said Lot: thence West along the north line of said Lot; a distance of 50 feet to a point thence South in a direct line to the Point of Beginning.

Parcel 3:

That portion of Lot(s) 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said lot to a point in the north line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20 to the Point of Beginning, the southwest corner.

Parcel 4:

Lot(s) 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 page(s) 21, of Maps, in the office of the County Recorder of said County.

Exhibit A

All that certain real property situated in the City of Burbank, County of Los Angeles, State of California, and is described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County.

Beginning at the northeast corner of said Lot 20; thence South 14° 27' 30" East, along the easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 00° 28' 50" West 50 feet to the north line of said Lot 20; thence South 89° 31' 40" East along said northerly line, 150 feet to the Point of Beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the northerly line of the southerly 33.93 feet of said Lot 19; thence easterly along said northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58. 70 feet, more or less to the Point of Beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the northerly line of said Lot 20, distant along said northerly line North 89° 31' 40" West 150 feet from the

northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet, thence South 0° 28' 20" West 116.07 feet to the northerly line of the southerly 33.93 feet of said Lot 19; thence along said last mentioned northerly line South 89° 31' 40" East 192.27 feet, more or less, to a point in the westerly line of Grismer Avenue, 60 feet wide, being a curve concave westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence southerly along said curve an arc distance of 11.57 feet; thence along the northerly line of the southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the easterly line of the westerly 106.75 feet of said Lot 19; thence along said easterly line North 0° 28' 50' West 77.38 feet to the southerly line of said Lot 20; thence along said southerly line North 89° 31' 40" West 6.75 feet to the easterly line of the westerly 100 feet of said Lot 20; thence along said last mentioned easterly line North 0° 28' 50" West 100 feet, to the northerly line of said Lot 20; thence along said last mentioned northerly line South 89° 31' 40" East 175 feet to the Point of Beginning.

Parcel 4:

The westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, together with the northerly 11.31 feet of the southerly 22.62 feet of that portion of said Lot 19 lying easterly of the easterly line of said westerly 106.75 feet of Lot 19.

Parcel 5:

The easterly 230.92 feet of the westerly 337.67 feet of Lot 18 and the southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, lying easterly of the easterly line of the westerly 106.75 feet of said lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot 20 to a point in the north line of said Lot; thence West along the north line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the Point of Beginning.

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot, to a point in the North line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20, to the Point of Beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

Property #7 **2325 and 2335 Fairview Street, Burbank, CA**
(recorded in Instrument No. 04-0057445)
APN 2464-005-031; 2464-005-033

The property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8A **2321-2323 N. Catalina, Burbank, CA**
(recorded in Instrument No. 06-2369323 as part of Property #8)
APN 2464-008-030

That real property located 2321-2323 North Catalina Street in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8B **2321 N. Fairview St., Burbank, CA**
(recorded in Instrument No. 06-2369323 as part of Property #8).
APN 2464-005-030

The real property located 2321 North Fairview, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #9 **220 W. Tujunga Avenue, Burbank, CA; 237, 241-243 and 257 W. Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2451-018-022

APN 2451-018-009; 2451-018-082; 2451-019-001

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

241-243 West Verdugo Avenue

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 **1902 Keeler Street Burbank, CA.**
Intentionally Deleted. This property was removed and released from the MLA in 2009, after Council approved the Keeler Elliott Homeownership project, and refinanced this note.

Property #11 **313 and 427 W. Valencia Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2451-032-902; 2451-031-901

313 West Valencia Avenue

LOT 14 OF TRACT NO. 8153, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 115, PAGE(S) 77 AND 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

427 West Valencia Avenue

LOT 10 OF TRACT NO. 5370, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 121 PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

Property #12 **157 West Linden Avenue, Burbank, CA and 160 West Elm Court &159 West Linden Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN 5625-002-017; 5625-002-018

157 West Linden Avenue

THAT PORTION OF LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48° 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80° 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60° 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8° 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25° 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT HOWEVER THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OF SAID LAND THEREFORE.

160 West Elm Court &159 West Linden Avenue

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

Property #13 **261 West Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 2007-0194388)
APN 2451-019-003

The real property in the City of Burbank, County of Los Angeles, State of California, described as

Lot 3 of Tract No. 5695 as per Map recorded in Book 61, Page 92 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #14 **2219 and 2329 North Niagara St., Burbank, CA**
(recorded in Instrument No. 20220114597 and 20070194389)
APN 2464-006-007; 2464-005-008

2219 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 130 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

2329 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 146 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #15 & 17 **2406 North Naomi Street, Burbank, CA; 2615 Thornton Avenue, Burbank, CA**
(legal recorded in Grant Deed Instrument#20091549683)
APN 2466-015-070

2406 North Naomi

LOT 72 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREROF.

2615 Thornton Avenue

LOT 73 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Excepting Therefrom that portion of said Lot 73 described as follows;

Beginning at a point on the Westerly line of said Lot 73 distant North 0° 08° West 14.95 feet to the Southwesterly corner of said Lot 73; thence along the Southerly line of said Lot 73 South 89° 42° East 14.95 feet to a point of cusp; thence Westerly and Northerly along a curve concave Northeasterly having a radius of 15.00 feet, a distance of 23.51 feet to a point of beginning, as described in a deed to the City of Burbank, recorded July 29, 1976 as Instrument No. 76-4275 of Official Records.

Property #16 **275 W. Verdugo, Burbank, CA**
(recorded in Instrument No. 2009-0050394)
APN 2451-019-053

PARCEL 1:

THAT PORTION OF LOT THREE (3) IN BLOCK EIGHTY-SEVEN (87) OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 15 ET

SEQ., AND IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VERDUGO AVENUE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF CRESCENT STREET, AS SHOWN ON THE MAP OF THE FAXON TRACT, RECORDED IN BOOK 14, PAGE 40 OF MAPS; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 218 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 218 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHEASTERLY 30 FEET THEREOF INCLUDED IN VERDUGO AVENUE.

PARCEL 2:

LOT 4 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE SOUTHEASTERLY ONE HALF OF THAT PORTION OF THE 15 FOOT ALLEY SHOWN ON THE MAP OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 4 OF SAID TRACT, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED JULY 17, 1984 AS INSTRUMENT NO. 84-352644, OFFICIAL RECORDS.

EXCEPT FROM PARCELS 1, 2 AND 3 (TO THE EXTENT NOW OR HEREAFTER VALIDITY EXCEPTED AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD) ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAT 500 FEET BELOW THE SURFACE TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND

OCCUPY ALL PARTS OF SAID SITE LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID SITE OR ANY PORTION OF SAID SITE WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD.

Property #18 **225 W. Linden Avenue, Burbank, CA**
(recorded in Grant Deed Instrument No.20101203467)
APN 5625-013-013

The real property in the City of BURBANK, County of Los Angeles, State of California, described as:

THE SOUTHWEST 50 FEET OF LOT 15 OF TRACT NO. 8190, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 87 PAGES 79 THROUGH 81 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #19 **2234 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No. 20101872778)
APN 2464-007-024

LOT 79 OF TRACT NO. 9443 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #20 **2223 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No.20110729681)
(Formerly known as 2223-2235 N. Catalina Street)

APN# 2464-007-061

Lots 87, 88, 89 and 90 of Tract No. 9443, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of said County.

Property #21 **2300 Niagara St, Burbank, CA**
(recorded in Grant Deed Instrument No. 20121665457)
APN 2464-008-047

Lot 118 of Tract No. 9443 as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #22 **1108 W. Angeleno Avenue , Burbank, CA and 1101 W. Verdugo Avenue, Burbank, CA**
(legal recorded in Instrument No. 20131233234)

1108 W. Angeleno Avenue: APN 2446-029-026

Lot 27 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

1101 W. Verdugo Avenue: APN 2446-029-027

Lot 43 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

Property #23 (no new legal- part of Property #3)

Property #24 **1932 N. Ontario, Burbank, CA**
(recorded in Grant Deed by Instrument No. 20180335891)
APN 2463-011-012

Lot 12 of Tract No. 15399, in the City of Burbank, County of Los Angeles, State of California, as per map recorded In Book 410, Pages 35 and 36 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Easterly 20 feet, measured at right angles from the Easterly line thereof.

Property# 25 **2300 N. Fairview, Burbank, CA**
(legal recorded in Instrument No. 20181152020)
APN 2464-005-024

LOT 162 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT C-1

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 - 2025 Master Loan Amendment)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a charter city and municipal corporation ("City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Properties

listed in Attachment No. 1 with prior recorded instrument numbers and/or legal descriptions (collectively "Subject Properties")

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at the Subject Properties. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Subject Properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Subject Properties.

G. The parties further modified restated, and replaced in its entirety, the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain of the Subject Properties as identified in the A&R MLA;

2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. The Subject Properties include Twenty Four (24) projects, which in turn oftentimes involved multiple parcels. Each individual parcel is subject to a regulatory agreement, separate for City or Authority, which restricts certain units to be affordable for a specific time period and is recorded in the official records of the Los Angeles County Recorder's Office (the "Original Regulatory Agreement"). The Original Regulatory was modified after adoption and amendment of the Loan Agreement in 2006-7 to reflect changes by the Loan Agreement as amended and in 2010 to reflect a modification requested by Developer (collectively "Regulatory Agreement"). Those legal descriptions or instrument numbers for the recorded documents of the Original Regulatory Agreement and the two amendments thereto are set forth in Attachment No 1.

I. The Regulatory Agreement is now further being amended by the Third Amendment in conjunction with the terms set forth in the A&R MLA, specifically the extension of affordability covenants to April 1, 2080.

J. As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted from this global amendment.

K. Intentionally excluded from this global amendment is the property referenced in the A&R MLA as Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement for Project No. 8 required, among other things, specific affordability requirements together with operation

of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment: This Third Amendment modifies each individual regulatory agreement for each property identified in Attachment No. 1 as Subject Properties as follows.

    a. Extension of Affordability Covenants. This Third Amendment extends the affordability covenant period as to Subject Properties for fifty-five years and three months commencing upon January 1, 2025 to April 1, 2080.

    b. Conforming to A&R MLA. This Third Amendment amends the Regulatory Agreement for each property identified in Attachment 1 to conform it to any conflicting term in the A&R MLA, and any term in a future amendment to A&R MLA.

2. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement remain the same and the Regulatory Agreement remains in full force and effect.

3. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement as amended by this Third Amendment, and that the Regulatory Agreement with this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

4. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

5. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Properties by Instrument No. 06-2369323, and as amended and restated by Instrument No. _____, recorded on _____, 2025.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. The Regulatory Agreement as amended by this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement as amended by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTIES" are:

TO BE INSERTED

EXHIBIT C-2

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement) (Catalina – Project No. 8A)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 -2025 Master Loan Amendment) (Catalina – Project No. 8A)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a charter city and municipal corporation (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Property:

2321-2323 Catalina St, Burbank, CA and more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City

of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at on twenty-four properties throughout the City (the "Projects"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) to define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) to eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) to eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan (with certain exceptions); 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7 continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321 North Fairview Street, is referenced in the A&R MLA as collectively Project No. 8. Through the A&R MLA, the Project No. 8 is divided into two separate projects - the project located at Subject Property-2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements. The regulatory agreement requires among other things, specific affordability requirements, together with operation of an activity center located on Subject Property to serve the neighborhood.

I. A Regulatory Agreement was recorded on the Subject Property as Instrument No. 04-1599871 on June 17, 2004, and amended by an Amended Regulatory Agreement Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment") and as further amended by a Regulatory Agreement Amendment Instrument No. 20101493655 on October 19, 2010 (the "Second Amendment").

J. The Regulatory Agreement, as amended by the First Amendment and the Second Amendment, is now further being amended (this Third Amendment) to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) to separate the Subject Property from the adjacent parcels 2321 North Fairview Street.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property. The Subject Property is improved with an eight unit apartment building 2323 Catalina Street and an activity center.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

   Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), four (4) of the rehabilitated housing units on the Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and three (3) of the rehabilitated Housing Units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

   "The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement , as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First

Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance Secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on January___, 2025, recorded as Instrument No._____ on _____, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment, shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
_____, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-008-030

EXHIBIT C-3

Form of Third Amendment to Regulatory Agreement
(Phase 1 – 2025 Master Loan Agreement)
(2321 N. Fairview – Project No. 8B)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 -2025 Master Loan Amendment) (2321 N. Fairview)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority"), the City of Burbank, a charter city and municipal corporation (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer" or BHC").

Subject Property

2321 N. Fairview, Burbank, CA and
more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law"), the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households on twenty-four properties throughout the City (the "**Projects**"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed of Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the

principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321-2323 N. Catalina Street, is referenced in the A&R MLA as collectively Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement required, among other things, specific affordability requirements together with operation of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at Subject Property-2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

I. A Regulatory Agreement was recorded on Subject Property as Instrument No. 04-1599871 on June 17, 2004, as amended by an Amended Regulatory Agreement recorded on Subject Property as Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment"). On September 23, 2010, the parties agreed to amend the Regulatory Agreement to allow BHC to have flexibility to lease affordable units below income level designations (the "Second Amendment"). The Second Amendment did not appear on a title report for Subject Property due to administrative recording error, and shall be recorded prior to the recording of this Third Amendment.

J. The Regulatory Agreement, as amended by the First and Second Amendments, is now further being amended by this Third Amendment to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) separate the Subject Property from the adjacent parcels 2321-2323 Catalina St.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property The Subject Property is improved with a two-story apartment building containing six units at 2321 North Fairview Street.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease two (2) of the rehabilitated housing units on the Subject Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and four (4) of the rehabilitated Housing Units on the Subject Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Low Income Units are all one-bedroom units, and that four Moderate Income Units are two-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

"The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on January___, 2025, recorded as Instrument No._____ on _____, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
_____, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-005-030

EXHIBIT D-1

Form of the Amendment of Leases (313 West Valencia and 427 West Valencia)

AMENDMENT OF LEASES

313 West Valencia and 427 West Valencia
(Project No. 11)

This Amendment of Leases ("Amendment") is made as of January 14, 2025, by and between the Housing Authority of the City of Burbank ("Authority" or "Lessor"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Nonprofit" or "Lessee").

RECITALS

A. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated February 21, 2006, regarding the real property located at 313 West Valencia Avenue in Burbank, California ("313 Lease").

B. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated February 21, 2006, regarding the real property located at 427 West Valencia Avenue in Burbank, California ("427 Lease"; and together with the 313 Lease, "Leases" and each individually, "Lease").

C. The Authority's predecessor-in-interest had previously made loans to Lessee regarding the properties subject to the Leases ("Property").

D. On January 14, 2025, the Authority, the City of Burbank, and the Lessee entered into an Amended and Restated Master Loan Agreement ("A&R MLA"), which modified the loan terms. by forgiving accrued interest due and eliminating future interest on the Authority loans, eliminating any residual receipts payments, as well as agreeing to forgive 1/55th of the total loan balance each year that Lessee is in compliance with the regulatory agreements recorded on the Property. The modifications also extended the Term of the loan and the Affordability Period to April 1, 2080.

E. The parties desire to modify the Leases to conform with the financial modifications in the A&R MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings set forth in each Lease.

2. Section 3 of each Lease is hereby amended to extend the Term of each Lease to April 1, 2080.

3. Section 5.2 of each Lease is hereby amended to replace the first paragraph as follows:

> "5.2 Rent: During the Term of this Lease, Lessee agrees to pay in advance on the Commencement Date, and thereafter on April 1 of each year thereafter rent in the amount of One Dollar."

4. Section 6.2 of each Lease is hereby amended to replace the second sentence as follows: " For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but at least until April 1, 2080."

5. The first two paragraphs of subsection 10(i) of each Lease are hereby deleted.

6. Except as amended pursuant to this Amendment, all other terms of each Lease remain the same and each Lease remains in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Modification of Lease as of the date first set forth above.

"Lessor"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____, CMC, Secretary

"LESSEE"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

EXHIBIT D-2

Form of the Amendment of Leases (1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave. (Project No. 6)

AMENDMENT OF LEASE

1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave.
(Project No. 6)

This Amendment of Lease ("Amendment") is made as of January 14, 2025, by and between the Housing Authority of the City of Burbank ("Authority" or "Lessor"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Nonprofit" or "Lessee").

RECITALS

A. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated April 14, 2004, regarding the real property located at 1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave in Burbank, California ("Lease").

B. The Authority's predecessor-in-interest had previously made loans to Lessee regarding the properties subject to the Lease ("Property").

C. On January 14, 2025, the Authority, the City of Burbank, and the Lessee entered into an Amended and Restated Master Loan Agreement ("A&R Master Loan Agreement"), which modified the loan terms by forgiving accrued interest due and eliminating future interest on the Authority loans, eliminating any residual receipts payments, as well as agreeing to forgive 1/55th of the total loan balance each year that Lessee is in compliance with the regulatory agreement recorded on the Property. The modifications also extended the Term of the loan and the Affordability Period to April 1, 2080.

D. The parties desire to modify the Leases to conform with the financial modifications in the A&R MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings set forth in each Lease.

2. Section 3 of the Lease is hereby amended to extend the Term of the Lease to April 1, 2080.

3. Section 5.2 of the Lease is hereby amended to replace the first paragraph as follows:

"5.2 Rent: During the Term of this Lease, Lessee agrees to pay in advance on the Commencement Date, and thereafter on April 1 of each year thereafter rent in the amount of One Dollar."

4. Section 6.2 of the Lease is hereby amended to replace the second sentence as follows: " For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but at least until April 1, 2080."

5. The first two paragraphs of subsection 10(i) of the Lease are hereby deleted.

6. Except as amended pursuant to this Amendment, all other terms of each Lease remain the same and each Lease remains in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Modification of Lease as of the date first set forth above.

"Lessor"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____, CMC, Secretary

"LESSEE"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

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RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

03-1634472

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of October 4, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement" recorded on December 28, 1999, recording no. 99-2382117), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

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of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

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"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

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"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

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a. For Very Low Income Households: the lesser of (a) One-Twelfth (1/12th) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

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conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

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To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

To City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Community Development Director

To Nonprofit: Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

03 1634472

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IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Michael J. Garcia, Assistant City Attorney

03 1634472 20

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

03 1634472 21

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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03 1634472

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On October 4, 2002, before me, Laura Valdivia (Print Name of Notary Public), Notary Public,

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: City Manager

Signer is representing:
Name Of Person(s) Or Entity(ies)
City of Burbank

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

23

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

03 1634472

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: Executive Director

Signer is representing:
Name Of Person(s) Or Entity(ies)
Burbank Redevelopment Agency

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

24

03 1634472

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Gail Coffelt

Date Commission Expires 5-18-04

Notary Identification Number 1264198
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number NNAI
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration Burbank

Date 5-1-03

Signature (Firm name, if any)

GAIL COFFELT
Commission # 1264198
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2004

R747 1/92

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

03 1634472

On August 22, 2003 before me, Gail Coffelt, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G. Cottrell,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GAIL COFFELT
Comm. #1301210
Notary Public - California
Los Angeles County
My Comm. Expires Mar 31, 2006

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: City Clerk

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of this 11th day of July, 2017 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower, very low, and extremely low income families.

B. Effective February 1, 2012, the redevelopment dissolution bill, AB1X26, eliminated redevelopment agencies in the state of California but authorized local housing authorities to accept the former redevelopment agencies housing assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority consented to accept the former Redevelopment Agency of the City of Burbank ("Agency") housing duties.

C. The Developer is negotiating an agreement to rehabilitate ten (10) rental units located at 153, 159 and 199 Elmwood Avenue, the City of Burbank (the "Property"), located on the land more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein by reference.

D. The City, the Authority and the Developer have entered into an Affordable Housing Agreement dated as of July 11, 2017, pursuant to which the City have agreed to provide financial assistance to Developer to rehabilitate the Property, and the Developer has agreed to rehabilitate the Property with such financial assistance.

E. The City, the Agency, now Authority as successor, and the Developer have entered into Master Loan Agreement Amendment dated July 11, 2017, pursuant to which City and Agency, now Authority as successor, have required on-going requirements of the loans. If there is any inconsistency between the Agreement and the Master Loan Agreement, the latter prevails.

F. Beginning with this project, the parties intend to extend the term of the Affordability Period of the Agreement so that it is the same as all future regulatory agreements for future projects. It is the intent of the parties to extend this term of this Agreement, as part of all future projects.

G. The execution and recording of this Agreement is a condition to the City making assistance available to the Developer pursuant to the Affordable Housing Agreement.

G. The execution and recording of this Agreement is a condition to the City making assistance available to the Developer pursuant to the Affordable Housing Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Duty to Prevent Hazardous Material Contamination.** During the Rehabilitation and operation of the Property, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the City and Authority, and provide to the City and Authority a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the City and Authority, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

For purposes of this Section 1, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

For purposes of this Section 1, "Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

2. **Rehabilitation of the Property.** The Developer agrees to rehabilitate the Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

The October 23, 2006 Deed of Trust recorded as Instrument No. 06 2369323 is incorporated herein by this reference and the property described in Exhibit A is intended to be added to such properties already listed in the incorporated Deed of Trust to secure (1) payment of indebtedness as of the date of this deed of trust according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108

Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

Notice: This deed of trust adds the properties described in Exhibit A to the multiple properties described in Instrument No. 062369323 and may be foreclosed upon should a default occur on any of those properties.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter McGrath

Name: Peter J. McGrath

Title: President

tenant displacement, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

3. **Compliance with Laws.** The Developer shall carry out the design, Rehabilitation and operation of the Property in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

4. **Affordable Units.** The Developer agrees to make available, restrict occupancy to, and lease at an Affordable Rent (the "Affordable Units"):

> Three (3) two-bedroom units within the Property to households with incomes that do not exceed the stricter of: (i) the qualifying limits for Very-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or (ii) the limits defined under California Health and Safety Code Section 50105 for Very-Low Income Households, adjusted for household size; and
>
> Two (2) two-bedroom units and five (5) one-bedroom units within the Property to households with income that do not exceed the stricter of: (i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or (ii) the limits defined under California Health and Safety Code Section 50079.5 for Low-Income Households, as adjusted for households size.

The HOME affordable units will float within the Property. Any variation from these requirements must comply with the procedure set forth in Section 10.1 of this Agreement.

The Developer shall annually submit to the City and the Authority a completed income computation and certification form, in a form to be provided by the City and Authority, and such forms may change from time to time. The Developer shall certify that each tenant of the Property meets the income restrictions of Section 301 of the Affordable Housing Agreement. The Developer shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. Unless otherwise specified by the Authority or City, the Developer shall verify the income certification of the tenant in accordance with HUD or HCD regulations which may include one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain an alternate form of income verification reasonably requested by the Developer, if none of the above forms of verification is available to the Developer.

5. Affordable Rent.

The maximum Monthly Rent chargeable to income eligible households shall be annually determined by the City and Authority in accordance with the HOME Program requirements,. The maximum rent that the Developer may change any household occupying an affordable unit shall meet the following requirements:

a. The Monthly Rent payable by a tenant who meets the income limits for very-low income households shall not exceed the lesser of: a.) HOME program Low HOME income rents as established and amended annually by the United States Department of Housing and Urban Development (HUD), adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the very-low income rents set forth in Health & Safety Code Section 50053 and Section 50106 based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

b. The Monthly Rent payable by a tenant who meets the income limits for Low Income Households shall not exceed the lesser of: a.) HOME program High HOME income rents as established and amended annually by the United States Department of Housing and Urban Development (HUD), adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the Low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by the California Housing and Community Development Department (HCD), adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

c. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than the qualifying limits as set forth above, the Monthly Rent charged by Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.

d. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and required facilities associated therewith (including parking fees), (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

6. Lease Requirements. Prior to rental of any of the Property, the Developer shall submit a standard lease form to the City and Authority for its approval. The City and Authority and shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Developer shall enter into a written lease, in the form approved by the City and Authority, with each tenant of the Property. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

7. **Affirmative Marketing.** The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and Authority, the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

8. **Selection of Tenants.** The Property shall be leased to tenants selected by the Developer who meet all of the requirements provided herein. The Developer shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the City and Authority in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

9. **Affordability Period.** Affordability Period means the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement. The project shall be subject to the requirements herein in perpetuity commencing upon the completion of the rehabilitation. For purposes of this Section, "in perpetuity" means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years, which exceeds the HOME minimum affordability period of 15 years. The duration of this requirement shall be known as the "Affordability Period."

10. **Occupancy Standards.** To the extent legally possible, occupancy of the Affordable Units shall be limited to two persons per bedroom plus one additional person. Notwithstanding the foregoing, however, no residents of the Affordable Units as of the date of this Agreement shall be evicted from their apartment units solely because such residents do not meet the occupancy standards requirements of Section 307 of the Affordable Housing Agreement.

10.1 **Leasing Affordable Units Below Income Level Designations.** In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Authority's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in Section 4 of this Agreement. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a.) Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for Very-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for Very-Low Income Households, adjusted for household size; and includes Extremely-Low Income Households.

b.) Low-Income Households ("Low-Income Households") that do not exceed the following : i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households.

In order to maintain the household income mix set forth in Section 4 above, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

11. Maintenance. The Developer shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. If at any time Developer fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the City or Authority with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the City or Authority with respect to landscaping and building improvements, then the City and Authority, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City or Authority and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to the City or Authority, as appropriate, upon demand.

12. Management Plan. The Developer shall submit for the approval of the City and Authority a "Management Plan" which sets forth in detail the Developer's property management duties, the affirmative marketing procedures in accordance with Section 7 hereof, the tenant selection process in accordance with Section 8 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 6 hereof, the identity of the manager of the Property (the "Property Manager"), and other matters relevant to the management of the Property. The Management Plan shall require the Developer to adhere to a fair lease and grievance procedure and provide a plan for tenant participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the City and Authority.

If the City or Authority determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the City and/or Authority shall provide notice to the Developer of such deficiencies, and the Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 15 hereof, the City and the Authority shall each have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City and the Authority, which is not related to or affiliated with the Developer, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

13. **Monitoring and Recordkeeping.** Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City and the Authority a Certification of Continuing Program Compliance in the form provided by the City and the Authority. Representatives of the City and the Authority shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City and the Authority in making the Property available for such inspection or audit. If for any reason the City or the Authority is unable to obtain the Developer's consent to such an inspection or audit, the Developer understands and agrees that the City and/or the Authority may obtain at Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

14. **Non-Discrimination Covenants.** Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Developer shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The covenants established in this Section 14 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, the Authority and their successors and assigns, and shall remain in effect in perpetuity.

15. **Defaults and Remedies.** Defaults of this Agreement and remedies therefor shall be governed by the provisions of Article 400 of the Affordable Housing Agreement.

16. **Waiver of Terms and Conditions.** Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

17. **Non-Liability of City Officials and Employees.** No member, official, employee or agent of the City or the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or the Authority or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. **Time.** Time is of the essence in this Agreement.

19. **Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attention: Judith S. Arandes, Executive Director

City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Community Development Director

Authority: Housing Authority of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

20. Successors and Assigns. This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer, the City and the Authority and the permitted successors and assigns of the Developer and the Authority. Whenever the term "Developer," "Authority" or "City" is used in this Agreement, such term shall include any other successors and assigns as herein provided.

21. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the City and its successors and assigns, the Authority and its successors and assigns, and Developer and its successors and assigns, and no other person or persons shall have any right of action hereon.

22. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

23. Governing Law. This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

24. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Authority and the City. City and Authority shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager and through the Authority's Executive Director (or their respective duly authorized representatives). The City Manager and the Authority's Executive Director (or their respective duly authorized representatives) shall have the authority to make approvals, issue interpretations, execute documents, and/or enter into certain amendments of this Agreement, on behalf of City and Authority, respectively, including but not limited to reasonable requests of Developer, or the requirements of the HOME Program, so long as such actions do not materially or substantially change the uses or development permitted on the Property, or add to the costs incurred or to be incurred by City and Authority as specified herein, and such approvals, interpretations and/or amendments may include

extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council and Authority Board.

IN WITNESS WHEREOF, the parties hereto have executed this Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath
Name: Peter J. McGrath
Title: President

CITY:

CITY OF BURBANK, a California municipal corporation

By: Patrick Prescott
Name: Patrick Prescott
Title: Community Development Director

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: Patrick Prescott
Name: Patrick Prescott
Title: Community Development Director

ATTEST:

Zizette Mullins, MMC, City Clerk

Approved as to Form
Office of the City Attorney

Mary Riley

By: Mary Riley
Senior Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Burbank, and described as follows:

153 and 159 West Elmwood Avenue
LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

199 West Elmwood Avenue
LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On July 18, 2017 before me, Andrey Zargarian, Notary Public,
(here insert name and title of the officer)

personally appeared Peter J. McGrath

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANDREY ZARGARIAN
COMM. #2161932
Notary Public - California
Los Angeles County
My Comm. Expires Aug. 4, 2020

Signature AZgarian (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Regulatory Agreement

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On July 20, 2017 before me, Andrey Zargarian, Notary Public
(here insert name and title of the officer)

personally appeared Patrick Prescott

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANDREY ZARGARIAN
COMM. #2161932
Notary Public - California
Los Angeles County
My Comm. Expires Aug. 4, 2020

Signature A Zargarian

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Regulatory Agreement

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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1208

AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS

THIS AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS (the "Amendment") is entered into as of September 23, 2010, among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency") and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer" or "BHC").

RECITALS

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, *et seq*, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 *et seq*.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, *et seq*., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve Two Hundred and Seventy-Five (275) units of low-to-moderate income households. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, the Agency, City, and BHC entered into an affordable housing agreement for the property located at 2331-2333 North Fairview to acquire, rehabilitate, and provide three (3) affordable rental units. (hereafter referred to as "Project No.1").

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and provide four (4) affordable rental units located at 3000-3006 Thornton Avenue ("Project No.2").

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9-14-10

G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and provide 65 affordable units located at 199 West Elmwood Avenue 153, 158-159,164-165, 170-171, 188, 194 Elmwood. This Elmwood project is collectively referred to as "Project No.3".

H. The Elmwood Project, Project No. 3, is being amended through the Amendment No. 2 to the Affordable Housing Agreements and related Regulatory Agreement, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

I. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and provide seven (7) affordable rental units located at 1721 Elliot Drive. The Elliot project is hereafter "Project No. 4".

J. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue to acquire, rehabilitate, and provide one (1) affordable rental unit. The 3030 Thornton Avenue project is hereafter "Project No. 5".

K. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement and amended on January 15, 2008 (Amendment No. 2) whereby BHC agreed to rehabilitate and provide 70 affordable rental units located at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. The aforementioned project is hereafter referred to as "Project No. 6".

L. The Peyton- Grismer Project, Project No. 6, is being amended through Amendment No. 2 to the Affordable Housing Agreements and related amended Regulatory Agreements, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

M. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven (7) units at 2325 and 2335 Fairview Street (hereafter "Project No. 7").

N. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement to acquire, rehabilitate, and provide fourteen (14) affordable rental units located at 2321 North Fairview Street and 2321-2323 North Catalina Street. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

O. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood to provide thirty (30) affordable housing rentals located at 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

P. As part of the Keeler Homeownership Development June 16, 2009, 1902 Keeler Avenue ("Project No. 10") has been removed from the Master Loan process and treated individually. Therefore, Project No. 10 is hereby intentionally deleted.

Q. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC to provide five (5) affordable rental units located at 313 and 427 West Valencia Avenue. The aforementioned property is hereafter referred to as "Property No. 11".

R. On April 4, 2006, the City, Agency, and BHC entered into an Affordable Housing Agreement for the purchase and rehabilitation of ten (10) rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue (Property No.12).

S. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide eight (8) affordable rental units. (Property No. 13).

T. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six (6) rental units at 2219 and 2329 North Niagara Street. (Property No. 14).

U. On November 18, 2008, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2406 North Naomi Street which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 15.)

V. On January 6, 2009, the Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to acquire, rehabilitate, and provide34 affordable rental units at 275 West Verdugo Avenue. (Property No. 16.)

W. On September 29, 2009, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2615 Thornton Avenue which was acquired and rehabilitated to provide four (4)affordable rental units. (Property No. 17.)

X. On August 17, 2010, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 225 Linden Avenue which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 18.)

Y. BHC has performed or is currently performing all of its obligations under the affordable housing agreements (the "AHA") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual AHA's and Regulatory Agreements exclusive to each property. The parties desire to amend each of the AHAs and the corresponding Regulatory Agreements for Projects 1-18 to provide for flexibility in the affordability restrictions to meet community demand.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment to Properties No. 3 and No. 6. Each Affordable Housing Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

2. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

3. **Amendment to the Regulatory Agreement.** The Affordable Housing Agreements and Regulatory Agreements applicable to Projects No. 1-17 are hereby amended to reflect the changes set forth in this AHA No. 2. The AHA's and Regulatory Agreements for Projects No. 1-17, shall remain in full force and effect except as to that reflected in this Agreement (Amendment No.2) and the attached Regulatory Agreement. It is not the intent to modify any other provision of the documents as to all of the aforementioned projects except for Projects Nos. 3 and 6. Should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By:
Michael S. Flad, City Manager
Justin Hess, Deputy City Manager

ATTEST:

Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Michael S. Flad, Executive Director
Justin Hess, on behalf of

ATTEST:

Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

Attachment

Regulatory Agreement Amendment

1208

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20101493655

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Recorder's Office, Los Angeles County,
California

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SEQ:
02

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E118663

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NAME	CITY CLERK
MAILING ADDRESS	CITY OF BURBANK P O BOX 6459
CITY, STATE ZIP CODE	BURBANK CA 91510



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EXEMPT FROM FEES PURSUANT TO GOVERNMENT CODE SECTION 6103

TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Redevelopment Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this 23RD day of September, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of September 23, 2010, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions . The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

NOW, THEREFORE, the parties hereto agree as follows:

1. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

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by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

2. **Amendment to Properties No. 3 and No. 6.** Each Affordable Housing Agreement and Regulatory Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement and Regulatory Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

6

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

3. **Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Greg Herrmann, Interim Assistant Community Development Director

ATTEST:

OFFICIAL SEAL

_____
Margarita Campos, CMC, City Clerk

INCORPORATED 1911

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Greg Herrmann, Interim Asst. Executive Director

ATTEST:

_____
Margarita Campos, CMC, Agency Secretary

REDEVELOPMENT AGENCY ORGANIZED MAY 12, 1970 CITY OF BURBANK, CALIFORNIA

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

8

ACKNOWLEDGMENT

State of California }ss.
County of Los Angeles }

On **September 10, 2010**, before me, **Maria D. Wilson**, Notary Public, personally appeared Peter J. McGrath, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA D. WILSON
COMM. # 1840452
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAR. 14, 2013

Maria D. Wilson
Maria D. Wilson

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name:
o Individual
o Corporate Officer—Title: _____
o Partner -- o Limited o General
o Attorney in Fact o Trustee
o Guardian or Conservator
o Other:

Signer is Representing: _____

ACKNOWLEDGEMENT

State of California } ss.
County of Los Angeles }

On September 17, 2010, before me, Juan M. Salcido, Notary Public, personally appeared Greg Herrmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Juan M. Salcido, Notary Public

VRS1 JUAN M. SALCIDO COMM. # 1881860 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Mar. 6, 2014 VRS1

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: September 17, 2010 Number of Pages:

Signer(s) Other than Named Above: _____

Capacity (ies) Claimed by Signer

Signer's Name: Greg Herrmann

☐ Individual

☐ Corporate Officer – Title:

☐ Partner--☐ Limited☐ General

☐ Attorney in Fact ☐ Trustee

☒ Other:

Signer is Representing: Community Development Department

ACKNOWLEDGEMENT

State of California } ss.
County of Los Angeles }

On September 17, 2010, before me, Juan M. Salcido, Notary Public, personally appeared Greg Herrmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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Date: September 17, 2010 Number of Pages:

Signer(s) Other than Named Above: _____

Capacity (ies) Claimed by Signer

Signer's Name: Greg Herrmann

☐ Individual

☐ Corporate Officer – Title:

☐ Partner--☐ Limited☐ General

☐ Attorney in Fact ☐ Trustee

☒ Other:

Signer is Representing: Community Development Department

EXHIBIT A

LOS ANGELES COUNTY RECORDER'S RECORDATION NUMBERS

[to be inserted]

Burbank Housing Corporation
Projects List

ATTACHMENT 10 - 337

Recordation Information of Regulatory Agreement	Commonly Known As
Instrument No. 2000-1779212	**2331-2333 N. Fairview Street** Burbank 91504
Instrument No. 2001-0849604	**3000-3006 Thornton Avenue** Burbank 91504
Instrument No. 2003-1634472	**153, 158-159, 164-165, 170-171, 188, 194 W. Elmwood Avenue** Burbank 91502
Instrument No. 2002-2104968	**1721 Elliott Drive** Burbank 91504
Instrument No. 2001-0849604	**3030 Thornton Avenue** Burbank 91504
Instrument No. 2006-1250632 Instrument No. 2008-0233892 (Amended)	**1801 - 1815 Grismer Avenue** **1729-1735 Elliot Drive** Burbank 91504
Instrument No. 2004-0057447	**2325 & 2335 N. Fairview Street** Burbank 91504
Instrument No. 2000-1779211	**2321 - 2323 N. Catalina Street** Burbank 91504
Instrument No. 2005-1068729	**220 W. Tujunga Avenue** Burbank 91502
Instrument No. 2005-1068729	**237 W. Verdugo Avenue** Burbank 91502
Instrument No. 2005-1068729	**241 - 243 W. Verdugo Avenue** Burbank 91502
Instrument No. 2005-1068729	**257 W. Verdugo Avenue** Burbank 91502
Instrument No. 06-0572613 (313 Valencia) Instrument No. 06-0572609 (427 Valencia)	**313 & 427 W. Valencia Avenue** Burbank 91506
Instrument No. 2006-076325	**157 & 159 W. Linden Avenue** **160 W. Elm Court** Burbank 91502
Instrument No. 2005-1068729	**261 W. Verdugo Avenue** Burbank 91502
Instrument No. 2007-0194392	**2219 & 2329 N. Niagara Street** Burbank 91504
Instrument No. 2008-2080847 Instrument No. 2009-1538359 (Amended)	**2406 North Naomi Street** Burbank 91504
Instrument No. 2009-0050395	**275 W. Verdugo Avenue** Burbank 91502
Instrument No. 2009-1549685	**2615 Thornton Avenue** Burbank 91504
Instrument No. 2010-01203469	**225 W. Linden Avenue** Burbank 91502

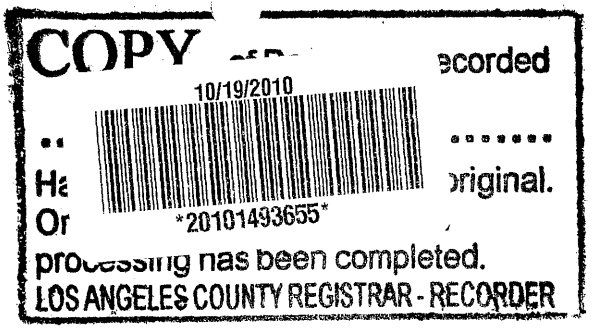
RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

NAME CITY CLERK

MAILING ADDRESS CITY OF BURBANK
P O BOX 6459

CITY, STATE ZIP CODE BURBANK CA 91510



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TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

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Pages: 0012

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Recorder's Office, Los Angeles County, California

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SEQ:
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See File 1208 for full copy of agreement

2

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME	CITY CLERK
MAILING ADDRESS	CITY OF BURBANK P O BOX 6459
CITY, STATE ZIP CODE	BURBANK CA 91510



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EXEMPT FROM FEES PURSUANT TO GOVERNMENT CODE SECTION 6103

TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Redevelopment Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this 23RD day of September, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States. 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of September 23, 2010, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions. The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

1208
RA-41

6

city of burbank
community development department

memorandum

DATE: September 14, 2010

TO: City Council and Redevelopment Agency Board

BY: RDG

FROM: Greg Herrmann, Interim Community Development Director/Interim Assistant Executive Director
Ruth Davidson-Guerra, Assistant Community Development Director for Housing and Redevelopment
BY: Arelene Roldan, Housing Development Manager

SUBJECT: BURBANK HOUSING CORPORATION PROPOSAL TO AMEND AFFORDABLE HOUSING AGREEMENTS TO INCREASE HOUSING OPPORTUNITIES FOR LOWER INCOME HOUSEHOLDS TO MEET COMMUNITY NEED

PURPOSE

The purpose of this report is to provide information to the Burbank City Council (City) and Burbank Redevelopment Agency Board (Agency) to consider amending agreements that will redefine the income and affordability requirements as previously approved by and between the City and the Burbank Housing Corporation (BHC) and by and between the Agency and BHC. The objective of these amendments is to increase affordable housing opportunities to meet the current housing demand of the community. This action will meet the City Council's goal of Sustainability by improving environmental and social sustainability within the City.

BACKGROUND

Since 1997, the City has implemented a pro-active approach to neighborhood revitalization in partnership with BHC. The City and the Agency have extended funding to BHC to assist in the acquisition and rehabilitation of distressed residential properties as a strategy for upgrading neighborhoods in decline and maintaining rents at an affordable rate. By investing resources to improve the housing stock, provide affordable housing opportunities, and develop neighborhood-based Family Resource Centers, our partnership with BHC has improved the quality of life for Burbank residents in the Elmwood, Verdugo-Lake, Golden State, Peyton-Grismer, and Lake-Alameda Focus Neighborhoods (Focus Neighborhoods).

These efforts have been consistent with several housing objectives and programs of the City's Affordable Housing Strategy, first set forth by the Blue Ribbon Task Force on Affordable Housing as approved by the City and Agency in 2003.

28,206
R-2239

Affordable Housing Properties

BHC currently operates or is in the process of improving properties with over 270 affordable housing units within the Focus Neighborhoods. Each of these properties have been developed to provide affordable rental housing opportunities to assist Burbank households earning 120 percent of area median income, defined by California Redevelopment Law (CRL) as Low and Moderate Income Households. The table below reflects the number of housing units produced within each Focus Neighborhood. The table also includes the total units within the BHC's Transitional Housing Program.

Burbank Housing Corporation
Affordable Housing Portfolio

Focus Neighborhoods & Transitional Housing Program	Number of Units
Elmwood Focus Neighborhood	65
Verdugo-Lake Focus Neighborhood	72
Golden State Focus Neighborhood*	36
Peyton-Grismer Focus Neighborhood**	77
Lake-Alameda Focus Neighborhood	9
Transitional Housing Program*	16
TOTAL	**275**

* Includes properties currently being rehabilitated by BHC.
** Excludes eight units within the Keeler-Elliott Homeownership Development.

Income and Affordability Requirements

Each of the affordable housing properties are subject to agreements imposing long-term covenants and restrictions securing affordability for the longest feasible time. CRL's affordability duration is 55 years for rental housing; BHC's affordability term is in perpetuity. These agreements have been recorded with Los Angeles County and will run with the land. The affordability restrictions require BHC to lease units to income-qualified households at the defined affordable housing rent, and the restrictions vary from project to project. The U.S. Department of Housing and Urban Development (HUD) annually establishes income limits for each State based on the area median income. Thereafter, the Department of Housing and Community Development (HCD) officially publishes the income qualification standards for each County, adjusted by household size and applicable rents are established using the methodology established by CRL[1].

[1] Pursuant to California Redevelopment Law Section 50106, 50105, 50079.5, and 50093.

BHC's affordable housing units are targeted to households that fall within four basic income categories. Using the 2010 affordability standards, below is a sample of income limits adjusted by household size.

State Income Limits for Los Angeles County (2010)

Income Level	1 person household	2 person household	3 person household	4 person household
Extremely-Low (30% of AMI)	$17,400	$19,900	$22,400	$24,850
Very-Low (50% of AMI)	$29,000	$33,150	$37,300	$41,400
Low (80% of AMI)	$46,400	$53,000	$59,650	$66,250
Moderate (120% of AMI)	$52,900	$60,500	$68,050	$75,600

Area Median Income (AMI): $63,000

As mentioned earlier, the affordability requirements vary from project to project. Over the years, the terms of affordability and rent requirements have changed to assist the varying income of households, as well as providing BHC with the greatest flexibility to meet the changing needs of the community. For example, older agreements impose affordability requirements that are specific to bedroom size. Some agreements include "floating" units, which authorize BHC to assign affordability requirements to any bedroom size as long as the total number of units and bedroom mix satisfies the overall unit requirements. Finally, more recent agreements allow BHC with the most flexibility by designating units "up to" the affordability benchmark (described above). This final structure is included in more recent agreements, such as the acquisition of four units located at 225 Linden Avenue (approved in August 2010). Three of the four units are designated to households who earn "up to" the very-low income limit, and one unit is designated to a household who earns "up to" the moderate-income limit. BHC can technically rent the three very-low income units to a household who does not exceed the very-low income household limit, which includes extremely-low income households. The moderate-income unit can be rented to all income categories, which includes extremely-low, very-low, and low income households.

The table below summarizes the number of units for each target income category within BHC's portfolio:

Income Category	# of Restricted Units
Extremely-Low	7
Very-Low	72
Low	110
Moderate	86
TOTAL	**275**

Moderate-Income Vacancy Challenges

Due to increasing unemployment rates, housing vacancies are rising and rents are falling across the country. Due to the downward economic and housing market trends, BHC has faced challenges in leasing the units designated to moderate-income households. The recession has decreased market-rents to levels equivalent to or below moderate-income rent designations, leaving moderate-income restricted units vacant for extended periods of time due to more attractive market rates and areas elsewhere in the city. During the 2008 and 2009 calendar years, the highest number of units vacant at one time was 13 and 22 moderate units, respectively.

As part of the Agency's continuous housing market analysis[2], a rent survey was conducted in May 2010 to evaluate rental trends within Burbank. Included in the analysis was a detailed comparison of rental trends over the past three years within the city and regionally. The housing analysis reports the average monthly rent declining 3.2 percent between 2008 and 2009, and vacancy rates increasing by 0.4 percent between 2008 and 2009. Below is a rent survey comparison of restricted moderate-income rents within the Focus Neighborhoods and of the average market-rate rents. The chart exhibits that the market rents are less than the restricted rents. Therefore, the demand for moderate-income rental units does not exist in the community based on market-rate rents.

Bedroom Size	Market-Rate Rent (2010)	Moderate-income Rent[3] (2010)
1	$1,056	$1,386
2	$1,243	$1,559
3	$1,472	$1,733

Marketing Campaign

Even with market-rate rents declining, BHC continued to market the moderate units to meet agreement obligation. Over a two-year time period, both BHC and Agency staff developed an aggressive marketing strategy to fill the vacant moderate units and to build up a moderate-income waiting list. The marketing strategy was implemented in March 2009 and included new advertising materials, expanded and targeted marketing, rent specials and promotions. BHC also systematically reviewed the waiting list identifying families at the high end of the low-income category that could graduate into the moderate-income category; and have the ability to pay moderate-income rent in the near future. The following was executed over a one-year term[4]:

- In March 2009, a marketing flier and e-mail was targeted to employers of the Burbank Workforce (i.e. Burbank Unified School District, Chamber of Commerce,

[2] Housing market trends are published annually within the Agency's Housing Profile summarizing statistics of the previous year.

[3] Pursuant to Health and Safety Code Section 50053 (b)(4) and established by HCD, affordable rents for moderate income households are calculated using the following formula: Product of 30% times 110% of area median income, adjusted for household size appropriate for the unit.

[4] Modifications were approved by Agency staff and modifications are consistent with existing agreements.

Los Angeles Superior Court, Woodbury University, studios, childcare centers, and other local educational institutions.) In April 2009, a separate advertisement was placed in the Burbank City Employee Hotline for four weeks (two pay periods).

- Since June 2009, a leasing strategy has been implemented where BHC modifies new applicant criteria/eligibility, waived credit report fees, offered rent reductions, and offered rent/move-in specials.
- Since July 2009, marketing continues with posting vacancy banners and running multiple advertisements in various mediums such as the Burbank Leader, Craigslist, Penny Saver, and Westside Rentals.

This concerted effort has allowed BHC to fill the vacant moderate units, but the issue persists. To date, approximately ten moderate units remain vacant, while a pool of over 200 extremely-low, very-low, and low-income families remain on BHC's waiting list for an available affordable unit.

ANALYSIS

Despite best efforts, the moderate-income units remain vacant for extended periods of time while the demand for affordable units for households who earn less than moderate-income households is evidenced by the waiting list. To better meet the community need for affordable housing and fill the current moderate-income unit vacancies, BHC submitted a proposal (EXHIBIT A) requesting the City and Agency to consider amending certain agreements to increase the number of extremely-low, very-low, and low-income units by reducing the number of moderate-income units.

Unit Re-Designation Proposal

The proposal identifies two properties containing the highest percentage of moderate units and the greatest number of vacancies: the Elmwood Focus Neighborhood consisting of 65 units and Peyton Grismer Focus Neighborhood consisting of 70 units[5]. following proposed unit re-designations by property will create additional housing opportunities for lower income Burbank families and eliminate chronic vacancies:

Property	Affordability	Current	Proposed	Change
Elmwood[6]	Extremely-Low	0	7	+7
	Very-Low	19	25	+6
	Low	23	23	0
	Moderate	23	10	-13
Peyton-Grismer[7]	Extremely-Low	0	13	+13
	Very-Low	14	20	+6
	Low	19	25	+6
	Moderate	37	12	-25

[5] The proposal excludes units within the Keeler-Elliott Homeownership Development and 1721 Elliott Avenue. These properties maintain their own agreement and will not be modified.
[6] Elmwood consists of 153, 158, 159, 164, 165, 170, 171, 188, 194, and 199 Elmwood.
[7] Peyton-Grismer consists of 1729-1735 Elliott and 1801-1815 Grismer.

Provide consistency for all BHC properties

As previously mentioned, the affordability and rent restrictions that BHC must follow are project-specific and varies with each property acquisition. Each property has its own affordability and restriction terms that prohibit BHC from renting to households other than the designations, limiting their ability to adjust to the demands of the community. At the time those agreements were approved, the designations and restrictions fit with the economic climate and housing need. However, to effectively respond to shifts in the economy and the housing market, staff recommends amending all previously executed agreements to allow, upon Agency staff approval, BHC to lease their affordable units below the income level designation or to rent "up to" the designations noted for the property. This ability has already been implemented with recent acquisition transactions. The purpose of this change is to establish consistency within all BHC agreements, reduce vacancy rates, and optimize the City's affordable housing production. This new structure of affordability and rent restrictions would be used for future property acquisitions.

If approved it is the intent of Agency and BHC staff to utilize the "up to" method as a last resort to prevent long-term vacancies over 90 days. Upon 90 days, BHC will be required to obtain Agency approval to rent a unit to a household below the targeted unit designation; BHC must restore affordability requirements with the next available unit. In addition, BHC will be responsible for maintaining a healthy mix of rental units that will generate enough income to cover operational expenses when implementing the "up to" method.

PROS and CONS of Proposed Re-Designation

Based on analysis conducted by staff, if the re-designations are approved, the immediate benefit to BHC is filling the vacancies that will effectively generate income. Furthermore, BHC would be able to provide new housing opportunities to lower income Burbank residents who have been waiting for an extensive length of time, in some instances the wait has been as long as four years.

In addition, as part of the City's housing production requirements, funds spent from the Low Moderate Income Housing Fund must be at least in proportion to the community's need for housing for households of such income levels. As identified in the 2009-2014 Implementation Plan (Plan), based on the housing fund allocation for the Plan period, an increase of very-low income units must be produced to meet this income target goal by 2014.

While income targeting has improved within the last few years, the income targeting goals for the 2009-2014 Plan period fall short of the extremely-low and very-low requirement, which is currently at 35 percent for the Plan period in comparison to the required 43 percent. The proposed re-designations within BHC's portfolio will increase the extremely-low and very-low percentage to 48 percent; surpassing the Agency's goal of 43 percent. It should be noted that the existing and proposed income target goals will

change as additional affordable housing is developed. Therefore, staff will continue to monitor proportionality requirements hand-in-hand with affordable housing production.

The table below provides a comparison of the Agency's proportionality goals for the Plan period; estimated production as identified within the Implementation Plan; and estimated production as a result of the proposed affordability modifications.

2009-2014 Plan Period
Proportionality Income Target Goals

	Required	Estimated	Proposed
Extremely-Low & Very-Low	>43%	35%	48%
Low	>27%	38%	35%
Moderate	<30%	27%	17%

As discussed above, with the proposed changes to re-designate the moderate units to lower designations, BHC will be able to fill the units immediately with households awaiting an affordable housing opportunity and the Agency will surpass the extremely-low and very-low proportionality income targeting goal.

Based on a preliminary budget provided by BHC, staff concluded that there are no significant financial implications to the Agency or BHC. However, a potential long-term financial implication may be a reduction of residual receipt payments. The revised designations will coincide with an appropriate and reduced rental rate which will effectively reduce BHC's annual rental income, therefore, reducing the amount of residual receipt payments to the Agency. The reduction of rents will not affect the integrity and operations of the properties as BHC will have sufficient cash flow funding to maintain all of the properties within their portfolio. While there could be an argument that the proposed adjustments would lower BHC's rental income revenue, a counter argument would suggest that this proposal would enhance BHC's cash flow as units currently sit vacant, generating no income revenue. More importantly, these proposed adjustments will provide housing for households having an immediate need for affordable housing.

FISCAL IMPACT
There is no fiscal impact to the General Fund.

There is no immediate fiscal impact to the Agency. The long-term financial implications may be a reduction of residual receipt payments from BHC.

CONCLUSION
To meet the demands of the community and fill the current moderate-income unit vacancies, BHC submitted a proposal requesting the City and Agency consider amending certain agreements by reducing the number of moderate-income units and increasing the number of extremely-low, very-low, and low-income units. The proposal

identifies two properties that have the highest vacancies: the Elmwood Focus Neighborhood and Peyton-Grismer Focus Neighborhood. Both are the two largest properties that BHC oversees and have the highest number of moderate-income unit designations. If this proposal is approved, it would allow BHC to immediately fill their vacancies with households that have been languishing on the wait list and stop the loss of rental income. In addition, the long-term benefit would address the community need by increasing the number of affordable units that best fit the housing demand.

In addition to the proposed re-designations of moderate units, in order to limit the potential of vacancies, staff is recommending amending affordability and rent restrictions to allow BHC to rent "up to" the target designation. This language has been implemented with recent acquisitions, as well as the acquisition of 225 Linden Avenue approved in August 2010. Staff recommends that all previous agreements be amended to maintain consistency in all BHC properties. If approved, BHC would be able to rent units to households below any given income category; reduce vacancy rates; and optimize the City's affordable housing production. This consistent affordability and rent restriction would also be used for future property acquisitions.

RECOMMENDATION

Staff recommends that the City of Burbank and Burbank Redevelopment Agency Board adopt the attached resolutions approving agreements with the Burbank Housing Corporation that will modify the affordable housing income and affordability restrictions.

1208

AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS

THIS AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS (the "Amendment") is entered into as of September 23, 2010, among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency") and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer" or "BHC").

RECITALS

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, *et seq*, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 *et seq*.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, *et seq*., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve Two Hundred and Seventy-Five (275) units of low-to-moderate income households. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, the Agency, City, and BHC entered into an affordable housing agreement for the property located at 2331-2333 North Fairview to acquire, rehabilitate, and provide three (3) affordable rental units. (hereafter referred to as "Project No.1").

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and provide four (4) affordable rental units located at 3000-3006 Thornton Avenue ("Project No.2").

28,206
9-14-10
Exhibit R 8
1035

G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and provide 65 affordable units located at 199 West Elmwood Avenue 153, 158-159,164-165, 170-171, 188, 194 Elmwood. This Elmwood project is collectively referred to as "Project No.3".

H. The Elmwood Project, Project No. 3, is being amended through the Amendment No. 2 to the Affordable Housing Agreements and related Regulatory Agreement, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

I. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and provide seven (7) affordable rental units located at 1721 Elliot Drive. The Elliot project is hereafter "Project No. 4".

J. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue to acquire, rehabilitate, and provide one (1) affordable rental unit. The 3030 Thornton Avenue project is hereafter "Project No. 5".

K. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement and amended on January 15, 2008 (Amendment No. 2) whereby BHC agreed to rehabilitate and provide 70 affordable rental units located at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. The aforementioned project is hereafter referred to as "Project No. 6".

L. The Peyton- Grismer Project, Project No. 6, is being amended through Amendment No. 2 to the Affordable Housing Agreements and related amended Regulatory Agreements, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

M. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven (7) units at 2325 and 2335 Fairview Street (hereafter "Project No. 7").

N. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement to acquire, rehabilitate, and provide fourteen (14) affordable rental units located at 2321 North Fairview Street and 2321-2323 North Catalina Street. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

O. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood to provide thirty (30) affordable housing rentals located at 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

P. As part of the Keeler Homeownership Development June 16, 2009, 1902 Keeler Avenue ("Project No. 10") has been removed from the Master Loan process and treated individually. Therefore, Project No. 10 is hereby intentionally deleted.

Q. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC to provide five (5) affordable rental units located at 313 and 427 West Valencia Avenue. The aforementioned property is hereafter referred to as "Property No. 11".

R. On April 4, 2006, the City, Agency, and BHC entered into an Affordable Housing Agreement for the purchase and rehabilitation of ten (10) rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue (Property No.12).

S. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide eight (8) affordable rental units. (Property No. 13).

T. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six (6) rental units at 2219 and 2329 North Niagara Street. (Property No. 14).

U. On November 18, 2008, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2406 North Naomi Street which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 15.)

V. On January 6, 2009, the Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to acquire, rehabilitate, and provide34 affordable rental units at 275 West Verdugo Avenue. (Property No. 16.)

W. On September 29, 2009, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2615 Thornton Avenue which was acquired and rehabilitated to provide four (4)affordable rental units. (Property No. 17.)

X. On August 17, 2010, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 225 Linden Avenue which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 18.)

Y. BHC has performed or is currently performing all of its obligations under the affordable housing agreements (the "AHA") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual AHA's and Regulatory Agreements exclusive to each property. The parties desire to amend each of the AHAs and the corresponding Regulatory Agreements for Projects 1-18 to provide for flexibility in the affordability restrictions to meet community demand.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment to Properties No. 3 and No. 6. Each Affordable Housing Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

2. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

3. **Amendment to the Regulatory Agreement.** The Affordable Housing Agreements and Regulatory Agreements applicable to Projects No. 1-17 are hereby amended to reflect the changes set forth in this AHA No. 2. The AHA's and Regulatory Agreements for Projects No. 1-17, shall remain in full force and effect except as to that reflected in this Agreement (Amendment No.2) and the attached Regulatory Agreement. It is not the intent to modify any other provision of the documents as to all of the aforementioned projects except for Projects Nos. 3 and 6. Should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath

Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By:

Michael S. Flad, City Manager

Justin Hess, Deputy City Manager

ATTEST:

Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Michael S. Flad, Executive Director
Justin Hess, on behalf of

ATTEST:

Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

Attachment

Regulatory Agreement Amendment

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Redevelopment Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this ____ day of _____, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of _____, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions . The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

NOW, THEREFORE, the parties hereto agree as follows:

1. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established

by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

2. **Amendment to Properties No. 3 and No. 6.** Each Affordable Housing Agreement and Regulatory Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement and Regulatory Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

3. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Greg Herrmann, Interim Assistant Community Development Director

ATTEST:

_____
Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____

By: Mary F. Riley
Senior Assistant City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Greg Herrmann, Interim Asst. Executive Director

ATTEST:

_____

Margarita Campos, CMC, Agency Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____

By: Mary F. Riley
Senior Assistant City Attorney

EXHIBIT A

LOS ANGELES COUNTY RECORDER'S RECORDATION NUMBERS

[to be inserted]

ATTACHMENT 10 - 364

1208
RA82

This page is part of your document - DO NOT DISCARD

03-1634472

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
9:01 AM JUN 09 2003

TITLE(S) :

LEAD SHEET

FEE

FREE W

24

D.T.T

CODE
20

CODE
19

CODE
9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

THIS FORM NOT TO BE DUPLICATED

R-2041
26,334
10/1/02

2

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

03-1634472

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of October 4, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement" recorded on December 28, 1999, recording no. 99-2382117), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

PROJECT MONITORING CHECKLIST
(CEQA Mitigation Measures)

PROJECT NAME Planned Development No. 2002-2 with... Development Review No. 2002-42 .....

FILE NUMBER Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St. .....

APPROVAL DATE proposed March 11, 2003 .....

ENVIRONMENTAL Prepared January 30, 2003 .....

All of the mitigation measures required for this project are consolidated on this checklist for the purpose of monitoring them for completion as a part of the project approval process. Each responsible department/division will assign a deadline for completion of the conditions it has required. Numbers of conditions are entered in the appropriate column. A signature at each point in the approval process indicates completion of conditions required by a responsible department/division at that point in time. Final approval for C of O must be obtained from the Planning Division.

RESPONSIBLE DEPARTMENT/ DIVISION	I DEMOLITION	II DURING DEMOLITION	III GRADING	IV BUILDING PERMIT	V DURING CONSTRUCTION	VI CERTIFICATE OF OCCUPANCY	VII OTHER	ONGOING
CDD - Building	1-6	1-6	1-6	1-6	1-6			
CDD - Planning	5, 6	5, 6	5, 6	5, 6	5, 6		7 (design)	
PWD - General	5, 6	5, 6	5, 6	5, 6	5, 6			

03 1501474

3

03 1634472

of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

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"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

10

a. For Very Low Income Households: the lesser of (a) One-Twelfth (1/12th) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

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conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

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To Agency:	Redevelopment Agency of the City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Assistant Executive Director
To City:	City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Community Development Director
To Nonprofit:	Burbank Housing Corporation 241 West Verdugo Avenue Burbank, California 91510 Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

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IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Michael J. Garcia, Assistant City Attorney

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

03 1634472

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: City Manager

Signer is representing:
Name Of Person(s) Or Entity(ies)
City of Burbank

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

23

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STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: Executive Director

Signer is representing:
Name Of Person(s) Or Entity(ies)

Burbank Redevelopment Agency

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt.
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

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03 1634472

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Gail Coffelt

Date Commission Expires 5-18-04

Notary Identification Number 1264198
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number NNAI
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration Burbank

Date 5-1-03

Signature (Firm name, if any)

GAIL COFFELT
Commission # 1264198
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2004

NNAI NNAI

R747 1/92

Exhibit D

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

03 1634472

On August 22, 2003 before me, Gail Coffelt, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G. Cottrell,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

1208
1102
RA 82

3

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: October 1, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/
Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment
and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Amendment to Regulatory Agreements Between the City of Burbank, the Burbank Redevelopment Agency and the Burbank Housing Corporation Governing Properties on West Elmwood

PURPOSE

The purpose of this report is to provide information for the City of Burbank and the Burbank Redevelopment Agency (hereinafter generally referred to as City/Agency) to consider terminating the Regulatory Agreement with the Burbank Housing Corporation (BHC) for 199 West Elmwood and including those conditions in an amended Regulatory Agreement governing ownership of 59 units sold to the BHC (153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue) under a Purchase and Sale Agreement. The intent of this action is to integrate the terms of occupancy and affordability into one master recorded document.

BACKGROUND

On November 30, 1999, the City/Agency approved a Purchase and Sale Agreement with the BHC for the disposition of 153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue. The sale of these 59-housing units plus the Achievement Center included various conditions restricting housing operations, e.g., occupancy, and affordability. On July 10, 2001, the City/Agency entered into an Affordable Housing Agreement to assist the BHC acquire and rehabilitate a six-unit apartment building at 199 West Elmwood Avenue and to amend and restate the Promissory Note for the earlier approved 59-unit BHC project on Elmwood to integrate the debt and revenue generated by the two projects on Elmwood.

R-2041
26,334
10-1-02

ANALYSIS

The Affordable Housing Agreement for 199 West Elmwood and the Purchase and Sale Agreement for other BHC-owned properties on West Elmwood each provide for a Regulatory Agreement that serves as the recording instrument for the covenants, conditions and restrictions placed on the BHC's property operations by the City/Agency for each project. While all the terms are identical for the two projects, occupancy and affordability restrictions are project specific and thereby unduly complicate BHC lease-up of units. This is a property management issue that would only increase should the BHC later acquire other properties on West Elmwood with each also generating a separate Regulatory Agreement. Consequently, staff is supporting the BHC's recommendation that the two Regulatory Agreements be melded together into one Regulatory Agreement that applies to both transactions, and that provides BHC with greater flexibility when leasing units. Staff is also recommending adjusting the occupancy standard to conform to recent transactions with the BHC. Following is a synopsis of the proposed amended Regulatory Agreement.

- **Occupancy and Affordability Requirements**

  Occupancy (also referenced as income restrictions) and affordability (rent restrictions) set forth in the Purchase and Sale Agreement (59-unit project) and the Affordable Housing Agreement (six-unit project at 199 West Elmwood Avenue) were recorded via a Regulatory Agreement for each project. The Regulatory Agreement for the purchase by BHC of the 59 Elmwood units distributed occupancy and affordability accordingly: 19 very low-income units, 20 lower-income units and 20 moderate- income units. Under the Regulatory Agreement (Section 4) for 199 West Elmwood, affordability and income covenants stipulate that three two-bedroom units will be HOME restricted for low-income households and the remaining three two-bedroom units will be affordable to moderate-income households.

  The amended Regulatory Agreement will combine the terms of the two aforementioned agreements as shown below.

Income/Rent Requirements	Regulatory Agreements		
	Elmwood (59-Units)	199 Elmwood	Amended Agreement
Very Low-Income/Set-Aside Rents	1		1
Very Low-Income/HOME Rents	18		18
Lower-Income/Set-Aside Rents	20		20
Lower-Income/HOME Rents		3	3
Moderate-Income/Set-Aside Rents	20	3	23
Totals	**59**	**6**	**65**

The Affordability Period in the Amended Regulatory Agreement will continue requiring income and rent restrictions to extend in perpetuity.

- **Property Maintenance**

  This section would be unchanged, except as it relates to occupancy standards described below. The BHC is required to maintain the Project in accordance with all applicable local codes, rehabilitation standards, ordinances and zoning ordinances as required by Section 92.251 of the HOME Regulations and at a standard of maintenance commensurate with similar housing units within Los Angeles County.

  An occupancy standard is imposed to guard against overcrowded conditions. The amended Regulatory Agreement reduces the maximum household size from an earlier limit of two persons per bedroom plus two additional persons (e.g., a two-bedroom unit would have a maximum household size of six persons) to two persons per bedroom plus one additional person (the same example for a two-bedroom would have a maximum occupancy of five persons). However, no residents as of the date of this amended Regulatory Agreement would be evicted from their apartment units if they do not meet the revised occupancy standards requirements.

  At the request of the Council and Agency, staff has attached a report regarding an alternative occupancy standard (Exhibit B) under the Uniform Housing Code of UHC (Section 503.2). The UHC provides for an occupancy standard tied the square footage of a unit; however, staff believes that the current standard of two persons per bedroom plus one person, which is patterned after federal housing quality standards, is a preferable requirement.

  The amended Regulatory Agreement would continue requiring periodic inspections and allow the City/Agency to abate property violation and attach a lien upon the Project or assess the BHC, if the BHC fails to maintain the Project. The City/Agency has authority to require replacement of a property manager due to poor performance and to approve another property manager or property management company.

- **Approval of Sale, Transfer or Assignment**

  This section remains unaltered. Covenants run with the land and all of the terms, covenants and conditions are binding upon the BHC and any "permitted" successors and assigns. The Project may not be sold, transferred, conveyed, encumbered to secure financial experience and capability, who would be required to assume the obligations of the BHC under the Agreement and would be considered a community housing development organization or CHDO.

FISCAL IMPACT

Amending the Regulatory Agreement for West Elmwood properties owned by the BHC will have no financial impact to the City/Agency.

RECOMMENDATION

City Council

Staff recommends that the City Council adopt the proposed resolution.

Redevelopment Agency

Staff recommends that the Redevelopment Agency adopt the proposed resolution.

EXHIBITS:

A Amended Regulatory Agreement
B Occupancy Standard Memorandum

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of _____, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement"), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

a. For Very Low Income Households: the lesser of (a) One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency:	Redevelopment Agency of the City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Assistant Executive Director
To City:	City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Community Development Director
To Nonprofit:	Burbank Housing Corporation 241 West Verdugo Avenue Burbank, California 91510 Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

_____
Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

_____
Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Michael J. Garcia, Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: October 1, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/
Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment
and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Occupancy Standards

At the August 27, 2002 joint meeting of the Council and Agency, staff was instructed to return with information regarding an alternative occupancy standard predicated upon the square footage of a unit. In recent years, the Agency has established an occupancy standard in all projects it assists that limits the number of household members to two persons per bedroom plus one additional member, which meets the federal Housing Quality Standards or HQS definition under 24 CFR.982.401 (d)(2)(iii). The U. S. Department of Housing and Urban Development (HUD) requires that a Housing Authority administering HQS must "provide for the smallest number of bedrooms needed to house a family without overcrowding" and comply with HQS space requirements, which stipulates that "The dwelling unit must have at least one bedroom or living/sleeping room for each two person."[1]

As with many jurisdictions, the Agency (and the City's Housing Authority) has increased the HQS minimum standard to allow an additional household member. In addition to not reducing the HQS standard below HQS occupancy limits, this measure also accommodates households with children of differing genders, while also staving off any fair housing concern about the Agency dictating housing choices.

---

[1] *(d) Space and security-- (1) Performance requirement. The dwelling unit must provide adequate space and security for the family.*
(2) Acceptability criteria.
(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

EXHIBIT B

Occupancy based on a unit's square footage (as compared to the number of bedrooms as used under the current City/Agency occupancy standard) is codified in the Uniform Housing Code or UHC (Section 503.2), which sets forth the following definition of the number of permitted occupants in a dwelling:

> Dwelling units and congregate residences shall have at least one room, which shall not have less than 120 square feet of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet for each occupant in excess of two.

Under the UHC, 70 square feet of living space exclusive of the kitchen and each bathroom is required for two persons, while a minimum of 50 square feet is needed for each additional occupant. The maximum occupancy is then determined by subtracting 70 square feet from the unit's total square footage, subtracting the square footage of the kitchen and each bedroom and then dividing the remaining square footage (the habitable area) by 50.

Occupancy under the UHC is a variable, sometimes confusing standard that too often legitimizes overcrowding. Following are two examples of UHC standards that help illustrate the methodology used under the UHC to calculate maximum occupancy.

One-Bedroom/One-Bath Unit *487 Square Feet*	*Total Occupants*	Two-Bedroom/Two-Bath Unit *932 Square Feet (SF)*	*Total Occupants*
Bedroom equals 120 SF (70 for first two persons and 50 SF for third person)	3	First bedroom equals 120 SF (70 for first two persons and 50 SF for third person)	3
487 SF minus 120 SF (Bedroom) minus 50 SF (Bath) minus 100 SF (Kitchen) equals 217 SF/50 SF	4	932 SF minus 120 SF (First Bedroom) minus 100 SF (2 Baths at 50 SF each) minus 100 SF (Kitchen) equals 612 SF/50 SF	12
Total Maximum Occupants	**7**	**Total Maximum Occupants**	**15**
Current Maximum Occupancy	**3**	***Current Maximum Occupancy***	**5**

Using this calculation, a sampling (Attachment A) of Burbank Housing Corporation (BHC) units would suggest the following occupancy limits:

Property Address	Maximum Occupancy					
	One Bedroom/One Bath		Two Bedroom/One Bath		Three Bedroom/Two Bath	
	UHC	Current Standard	UHC	Current Standard	UHC	Current Standard
W. Elmwood Apts. (averaged)	13	3	14	5	NA	NA
237 West Verdugo	10	3	NA	NA	NA	NA
257 West Verdugo	NA	NA	16	5	NA	NA
241 West Verdugo	14	3	NA	NA	NA	NA
220 West Tujunga	7	3	NA	NA	15	7

There is a plethora of issues that must be addressed if the Agency opts for a standard that links maximum occupancy to a unit's square footage (UHC) rather than to one based upon persons per bedroom (housing quality standards or HQS).

- *Site Constraints.* Many of the projects the Agency assists the BHC to acquire have limited on-site parking, often one space per unit. Increasing the number of occupants creates greater demands for parking that will spill off-site.

- *Property Maintenance.* The quintessential issue is to ensure Agency assisted properties are maintained appropriately. In doing so, the Agency specifically avoided a standard that allows for an excessive number of occupants, one that far exceeds the normal wear and tear on residential units and resultantly escalates maintenance costs.

- *Service Costs.* Fire Department staff's perception is that increasing the number of occupants adds to the calls for service for safety services; "Responses or call volume is directly linked to population numbers." As density increases, there typically is a corresponding increase in the volume of calls for service. Fire Department staff observed that,

> There are more incidents of fires and medical emergencies among [residents] in overcrowded multiple dwellings. Occupancy units designed to accommodate a family unit, for instance, of 2-6 people become overtaxed when that usage swells to twice that number. Kitchens designed to accommodate cooking requirements for 2-6 people will have increased risks do to the added usage.

- *Occupancy Determination/Monitoring.* The contorted calculation used to determine occupancy under the UHC would make the initial determination and subsequent monitoring of units more difficult than the current standard. The

UHC standard will also create differing occupancy limits subject to unit configuration that can result in a number of anomalies as illustrated below.

- A household may find in that it meets occupancy standard in one unit and not in another unit with the same number of bedrooms due to the differing square footage.
- A household could occupy a unit with more square footage but with less bedrooms but not qualify for another unit with more bedrooms but with less square footage.
- Two households of identical size can apply for two units with comparable number of bedrooms, one household meeting the occupancy limit and the other household not meeting the occupancy limit again due to the square footage of the units.

- *Public Perception.* Overcrowding and substandard housing are interrelated terms often associated with poorly maintained projects. The Agency should balance the need to house larger households with public confidence that Agency assisted projects improve, not erode, housing conditions. This point was emphasized recently when Agency staff frequently had to assure residents surrounding the Peyton-Grismer neighborhood that the proposed acquisition/rehabilitation project at 1801-1819 Grismer Avenue would improve housing conditions and reduce overcrowding.

RECOMMENDATION

Staff recommends the Agency retain the current occupancy standard of two persons per bedroom plus one additional household member.

Occupancy standard.doc

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AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Housing Director

26060290

Batch Number: 15657746

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT
(Phase 1 - 2025 Master Loan Amendment)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT is entered into as of ~~January~~ September 22, 2025 among the Housing Authority of the City of Burbank , a public body, corporate and politic (the "Authority") , the City of Burbank, a municipal corporation and charter city ("City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Properties

listed in Attachment No. 1 with prior recorded instrument numbers and/or legal descriptions (collectively "Subject Properties")

R E C I T A L S

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at the Subject Properties. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Subject Properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Subject Properties.

G. The parties further modified restated, and replaced in its entirety, the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority

Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. The Subject Properties include Twenty Four (24) projects, which in turn oftentimes involved multiple parcels. Each individual parcel is subject to a regulatory agreement, separate for City or Authority, which restricts certain units to be affordable for a specific time period and is recorded in the official records of the Los Angeles County Recorder's Office (the "Original Regulatory Agreement"). The Original Regulatory was modified after adoption and amendment of the Loan Agreement in 2006-7 to reflect changes by the Loan Agreement as amended and in 2010 to reflect a modification requested by Developer (collectively "Regulatory Agreement"). Those legal descriptions or instrument numbers for the recorded documents of the Original Regulatory Agreement and the two amendments thereto are set forth in Attachment No 1.

I. The Regulatory Agreement is now further being amended by the Third Amendment in conjunction with the terms set forth in the A&R MLA, specifically the extension of affordability covenants to April 1, 2080.

J. As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted from this global amendment.

K. Intentionally excluded from this global amendment is the property referenced in the A&R MLA as Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement for Project No. 8 required, among other things, specific affordability requirements together with operation of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment: This Third Amendment modifies each individual regulatory agreement for each property identified in Attachment No. 1 as Subject Properties as follows.

    a. Extension of Affordability Covenants. This Third Amendment extends the affordability covenant period as to Subject Properties for fifty-five years and three months commencing upon January 1, 2025 to April 1, 2080.

    b. Conforming to A&R MLA. This Third Amendment amends the Regulatory Agreement for each property identified in Attachment 1 to conform it to any conflicting term in the A&R MLA, and any term in a future amendment to A&R MLA.

2. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement remain the same and the Regulatory Agreement remains in full force and effect.

3. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement as amended by this Third Amendment, and that the Regulatory Agreement with this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

4. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

5. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Properties by Instrument No. 06-2369323, and as amended and restated by Instrument No. 20250809610, recorded on November 17, 2025.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. The Regulatory Agreement as amended by this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement as amended by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

Kimberly Clark
~~CMC~~, ~~Secretary~~ Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

Kimberly Clark
_____, ~~CMC~~, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

By:_____

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: Chris T. Welker
Name: Chris T. Welker
Its: President

ATTACHMENT NO. 1

"SUBJECT PROPERTIES" are:

TO BE INSERTED

LEGAL DECRIPTIONS -EXHIBIT A- Regulatory Agreement

Property #1 **2331-2333 North Fairview, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2464-005-073

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 **3000-3006 Thornton Avenue, Burbank,CA**
(recorded in Instrument No. 06-2369323)
APN 2464-005-036

LOT 194 AND A PORTION OF LOT 195, OF TRACT NO. 9443, IN THE CITY OF BURBANK,COUNTY Of LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 ,PAGE 5 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDEROF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194 AND THE EASTERLY 44.00 FEET OF LOT 195 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED SEPTEMBER 5, 2003 AS INSTRUMENT NO. 03-2591270, OFFICIAL RECORDS.

Property #3 **West Elmwood Avenue (199 W. Elmwood Ave., together with 153,158-159,164-165, 170-171, 188, 194 W. Elmwood, Burbank, CA)**
(recorded in Instrument No. 06-23269323)
APNs 2451-001-021; 2451-001-052; 2451-001-053; 2451-001-054; 2451-001-055; 2451-001-056; 2451-001-057; 2451-001-058

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF

40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97 ° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1 IN TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #4 **1721 Elliot Drive, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2468-013-022

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 **3030 Thornton Avenue, Burbank, CA**
(recorded in Instrument No. 2369323)
APN 2464-005-037

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY

OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 **1819 Grismer,**
(Formerly known as 1801-1815 Grismer, Burbank, CA
1819 Grismer Burbank, CA
and 1729-1735 Elliot, Burbank, CA)
(recorded in Instrument No. 20120419278)
APN 2468-013907

Weisswasser Property

Those portions of Lots 18, 19, and 20 of Tract 3097 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 32, Page 12 of Maps, records of said county and more particularly described as follows:

Lots 18 and 19 except the following described portions:

Beginning at the southeast corner of Lot 18 then along the south line of said Lot, N 89° 31' 40" W 367.00 feet; then N 0° 28' 60" W, parallel with the west line of said tract, 41.50 feet; then S 89° 31' 40" E 185.00 feet; than N 0° 28' 50" W 68.50 feet to the south line of Lot 19; then continuing N 0° 28' 50" W 14.50 feet; then S 89° 31' 40" E, parallel with the south line of Lot 19, 163.82 feet to the west line of Grismer Avenue, 60.00 feet wide; then along said west line in a curve concave to the west, having a radius of 1631.52 feet, 116.29 feet to the Point of Beginning.

Lot 20 except the following described portions:

The westerly 100 feet;

Beginning at the northeast corner of Lot 20, then S 14° 27' 30" E along the westerly line of Grismer Avenue, 60.00 feet wide, 51.74 feet; then N 89° 31' 40" W 162.50 feet; then N 0° 28' 50" W, parallel with the west line of said Tract, 50.00 feet to the northerly line of Lot 20; then S 89° 31' 40" E along said northerly line 150 .00 feet to the Point of Beginning.

Reinoso Property

Parcel 1:

Lot(s) 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 Page(s) 21, of Maps, in the office of the County Recorder of said County.

Parcel 2:

That portion of Lot(s) 20 of Tract No, 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point In the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot a distance of 50 feet to a point; thence north and parallel with the west line of said Lot 20 to a point in the north line of said Lot: thence West along the north line of said Lot; a distance of 50 feet to a point thence South in a direct line to the Point of Beginning.

Parcel 3:

That portion of Lot(s) 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said lot to a point in the north line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20 to the Point of Beginning, the southwest corner.

Parcel 4:

Lot(s) 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 page(s) 21, of Maps, in the office of the County Recorder of said County.

Exhibit A

All that certain real property situated in the City of Burbank, County of Los Angeles, State of California, and is described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County.

Beginning at the northeast corner of said Lot 20; thence South 14° 27' 30" East, along the easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 00° 28' 50" West 50 feet to the north line of said Lot 20; thence South 89° 31' 40" East along said northerly line, 150 feet to the Point of Beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the northerly line of the southerly 33.93 feet of said Lot 19; thence easterly along said northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58. 70 feet, more or less to the Point of Beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the northerly line of said Lot 20, distant along said northerly line North 89° 31' 40" West 150 feet from the

northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet, thence South 0° 28' 20" West 116.07 feet to the northerly line of the southerly 33.93 feet of said Lot 19; thence along said last mentioned northerly line South 89° 31' 40" East 192.27 feet, more or less, to a point in the westerly line of Grismer Avenue, 60 feet wide, being a curve concave westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence southerly along said curve an arc distance of 11.57 feet; thence along the northerly line of the southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the easterly line of the westerly 106.75 feet of said Lot 19; thence along said easterly line North 0° 28' 50' West 77.38 feet to the southerly line of said Lot 20; thence along said southerly line North 89° 31' 40" West 6.75 feet to the easterly line of the westerly 100 feet of said Lot 20; thence along said last mentioned easterly line North 0° 28' 50" West 100 feet, to the northerly line of said Lot 20; thence along said last mentioned northerly line South 89° 31' 40" East 175 feet to the Point of Beginning.

Parcel 4:

The westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, together with the northerly 11.31 feet of the southerly 22.62 feet of that portion of said Lot 19 lying easterly of the easterly line of said westerly 106.75 feet of Lot 19.

Parcel 5:

The easterly 230.92 feet of the westerly 337.67 feet of Lot 18 and the southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, lying easterly of the easterly line of the westerly 106.75 feet of said lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot 20 to a point in the north line of said Lot; thence West along the north line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the Point of Beginning.

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot, to a point in the North line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20, to the Point of Beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

Property #7 **2325 and 2335 Fairview Street, Burbank, CA**
(recorded in Instrument No. 04-0057445)
APN 2464-005-031; 2464-005-033

The property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8A **Intentionally Deleted**

Property #8B **Intentionally Deleted**

Property #9 **220 W. Tujunga Avenue, Burbank, CA; 237, 241-243 and 257 W. Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2451-018-022
APN 2451-018-009; 2451-018-082; 2451-019-001

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

241-243 West Verdugo Avenue

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 **1902 Keeler Street Burbank, CA.**
Intentionally Deleted. This property was removed and released from the MLA in 2009, after Council approved the Keeler Elliott Homeownership project, and refinanced this note.

Property #11 **313 and 427 W. Valencia Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2451-032-902; 2451-031-901

313 West Valencia Avenue

LOT 14 OF TRACT NO. 8153, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 115, PAGE(S) 77 AND 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

427 West Valencia Avenue

LOT 10 OF TRACT NO. 5370, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 121 PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

Property #12 **157 West Linden Avenue, Burbank, CA and 160 West Elm Court &159 West Linden Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN 5625-002-017; 5625-002-018

157 West Linden Avenue

THAT PORTION OF LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48° 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80° 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60° 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8° 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25° 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT HOWEVER THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OF SAID LAND THEREFORE.

<u>160 West Elm Court &159 West Linden Avenue</u>

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

Property #13 **261 West Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 2007-0194388)
APN 2451-019-003

The real property in the City of Burbank, County of Los Angeles, State of California, described as

Lot 3 of Tract No. 5695 as per Map recorded in Book 61, Page 92 of

Maps, in the Office of the County Recorder of Los Angeles County, California

Property #14 **2219 and 2329 North Niagara St., Burbank, CA**
(recorded in Instrument No. 20220114597 and 20070194389)
APN 2464-006-007; 2464-005-008

2219 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 130 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

2329 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 146 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #15 & 17 **2406 North Naomi Street, Burbank, CA;**
2615 Thornton Avenue, Burbank, CA
(legal recorded in Grant Deed Instrument#20091549683)
APN 2466-015-070

2406 North Naomi

LOT 72 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREROF.

2615 Thornton Avenue

LOT 73 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Excepting Therefrom that portion of said Lot 73 described as follows;

Beginning at a point on the Westerly line of said Lot 73 distant North 0° 08° West 14.95 feet to the Southwesterly corner of said Lot 73; thence along the Southerly line of said Lot 73 South 89° 42° East 14.95 feet to a point of cusp; thence Westerly and Northerly along a curve concave Northeasterly having a radius of 15.00 feet, a distance of 23.51 feet to a point of beginning, as described in a deed to the City of Burbank, recorded July 29, 1976 as Instrument No. 76-4275 of Official Records.

Property #16 **275 W. Verdugo, Burbank, CA**
(recorded in Instrument No. 2009-0050394)
APN 2451-019-053

PARCEL 1:

THAT PORTION OF LOT THREE (3) IN BLOCK EIGHTY-SEVEN (87) OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 15 ET SEQ., AND IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VERDUGO AVENUE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF CRESCENT STREET, AS SHOWN ON THE MAP OF THE FAXON TRACT, RECORDED IN BOOK 14, PAGE 40 OF MAPS; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 218 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 218 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHEASTERLY 30 FEET THEREOF INCLUDED IN VERDUGO AVENUE.

PARCEL 2:

LOT 4 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE SOUTHEASTERLY ONE HALF OF THAT PORTION OF THE 15 FOOT ALLEY SHOWN ON THE MAP OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 4 OF SAID TRACT, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED JULY 17, 1984 AS INSTRUMENT NO. 84-352644, OFFICIAL RECORDS.

EXCEPT FROM PARCELS 1, 2 AND 3 (TO THE EXTENT NOW OR HEREAFTER VALIDITY EXCEPTED AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD) ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAT 500 FEET BELOW THE SURFACE TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID SITE LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID SITE OR ANY PORTION OF SAID SITE WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD.

Property #18 **225 W. Linden Avenue, Burbank, CA**
(recorded in Grant Deed Instrument No.20101203467)
APN 5625-013-013

The real property in the City of BURBANK, County of Los Angeles, State of California, described as:

THE SOUTHWEST 50 FEET OF LOT 15 OF TRACT NO. 8190, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 87 PAGES 79 THROUGH 81 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #19 **2234 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No. 20101872778)
APN 2464-007-024

LOT 79 OF TRACT NO. 9443 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #20 **2223 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No.20110729681)
(Formerly known as 2223-2235 N. Catalina Street)
APN# 2464-007-061

Lots 87, 88, 89 and 90 of Tract No. 9443, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of said County.

Property #21 **2300 Niagara St, Burbank, CA**
(recorded in Grant Deed Instrument No. 20121665457)
APN 2464-008-047

Lot 118 of Tract No. 9443 as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #22 **1108 W. Angeleno Avenue , Burbank, CA and 1101 W. Verdugo Avenue, Burbank, CA**
(legal recorded in Instrument No. 20131233234)

1108 W. Angeleno Avenue: APN 2446-029-026

Lot 27 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

1101 W. Verdugo Avenue: APN 2446-029-027

Lot 43 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

Property #23 (no new legal- part of Property #3)

Property #24 **1932 N. Ontario, Burbank, CA**
(recorded in Grant Deed by Instrument No. 20180335891)
APN 2463-011-012

Lot 12 of Tract No. 15399, in the City of Burbank, County of Los Angeles, State of California, as per map recorded In Book 410, Pages 35 and 36 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Easterly 20 feet, measured at right angles from the Easterly line thereof.

Property# 25 **2300 N. Fairview, Burbank, CA**
(legal recorded in Instrument No. 20181152020)
APN 2464-005-024

LOT 162 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 22, 2025 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Chris T. Welker,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 24, 2025 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Justin Hess,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

275 East Olive Avenue
P.O. Box 6459
Burbank, CA 91510-6459
Attn: Housing Director

No recording or document fee pursuant to Government Code Section 27383 and Revenue and Taxation Code Section 11922

APN: 2468-013907 (SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT
(Project No. 6, Peyton Grismer Activity Center, 1819 Grismer Avenue)

THIS MODIFICATION AGREEMENT (the "Modification Agreement") is entered into as of _____2026 (the "Effective Date") among the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority") as successor to the housing assets and duties of the dissolved Redevelopment Agency of the City of Burbank (the "Agency"), the **CITY OF BURBANK**, a municipal corporation and charter city (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit public benefit corporation ("BHC"). The Authority, the City, and BHC are each referred to as a "Party", and collectively are referred to as the "Parties".

RECITALS

A. The Authority is the owner and BHC is the lessee of certain real property located at 1801-1815 Grismer Avenue, 1819 Grismer Avenue, and 1729-1735 Elliott Drive in Burbank, California and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). BHC desires to change the use of the activity center currently located on the Property at 1819 Grismer Avenue to a property management office (the "Activity Center Space"). BHC is the owner of the improvements on the Property known as the Activity Center Space.

B. BHC and the Agency entered into a disposition and development agreement dated September 24, 2003 (the "DDA"), as amended on January 16, 2008 (the "DDA Amendment"), and lease agreement dated as of April 14, 2004 (the "Lease"), whereby BHC agreed to rehabilitate and then lease a portion of the Property as an activity center in conjunction with the rehabilitation and operation of adjoining properties as affordable housing.

C. In connection with the DDA and the Lease, the Agency and BHC entered into a Loan Agreement, dated as of January 2, 2007 (the "Loan Agreement"), as amended. The City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008, which modified the Loan Agreement, as amended, and combined the loans made by the City and Agency for the Property and other properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project (the "MLA"). On January 14, 2025, the Authority, the City and BHC entered into the Amended and Restated Master Loan Agreement (Phase 1) which amended and restated in their entirety the Loan Agreement (as amended), promissory note (as amended), deed of trust (as amended), MLA, and other agreements related to Property and twenty-three other properties (the "2025 MLA").

D. In connection with the DDA and the Lease, the Agency and BHC entered into a Regulatory Agreement, dated as of April 14, 2004, and recorded on the Property on June 7, 2006 as Document No. 06 1250632 (the "Regulatory Agreement") in the Los Angeles County Official Records (the "Official Records"), as amended by that Amended Regulatory Agreement dated as of January 16, 2008 and recorded on the Property on February 8, 2008 as Document No. 20080233892 in the Official Records (the "First Regulatory Agreement Amendment"), as amended by Amendment No. 2 to Affordable Housing Agreements and Related Regulatory Agreements dated as of September 23, 2010 (the "Global Amendment No. 2"), and the related Regulatory Agreement Amendment dated as of September 23, 2010 and recorded on the Property on October 19, 2010 as Document No. 20101493655 in the Official Records (the "Second Regulatory Agreement Amendment"), and as further amended by that Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Amendment) dated as of September 22, 2025 and recorded on the Property on December 2, 2025 as Document No. 20250862074 in the Official Records (the "Third Regulatory Agreement Amendment").

E. The Parties now desire to modify the DDA, the DDA Amendment, the Lease, the 2025 MLA, the Regulatory Agreement, the First Regulatory Agreement Amendment, the Global Amendment No. 2, the Second Regulatory Agreement Amendment, the Third Regulatory Agreement Amendment and any and all documents by or among any of the Parties related to Property (the "Peyton Grismer Documents") attached as Exhibit B to permit the conversion of the Activity Center Space to a property management office.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Defined Terms. All capitalized terms not defined in this Modification Agreement shall have the meanings ascribed to them in the 2025 MLA.

2. Conversion of Use. The Parties agree that BHC can cease the use of the Activity Center Space as an activity center as of June 2026, and thereafter commence using the Activity Center Space as a property management office no later than September 1, 2026. BHC is

not requesting financial assistance from the City or the Authority for any upgrades (such as painting) to the Activity Center Space with this change of use.

3. Amendment of the DDA. Effective as of the Effective Date unless otherwise noted below, the DDA is hereby amended as follows:

(a) The text in Recital C reading "construct an Activity Center on the Property" is hereby amended to "construct a property management office on the Property".

(b) The text in Recital D reading "construction of the Activity Center" is hereby amended to "construction of the property management office".

(c) The definition of "Activity Center" is hereby deleted from Section 100.

(d) Effective as January 1, 2027, the definition of "Activity Center Expenses" is hereby deleted from Section 100.

(e) The definition of "Rehabilitation" in Section 100 is hereby amended to delete "construction of the Activity Center on the Property" and replace it with "construction of the property management office on the Property".

(f) Effective as January 1, 2027, the last sentence in Section 405 reading "The Nonprofit shall also set aside, in a separate account, twelve percent (12%) of Effective Gross Income to be utilized exclusively for all costs associated with complying with Section 406 of the of this Agreement below ("Activity Center Expenses")" is deleted.

(g) Section 406 is hereby deleted.

4. Amendment of the DDA Amendment. Effective as of the Effective Date, the DDA Amendment is hereby amended as follows:

(h) The text in Recital C reading "construct an Activity Center on the Property" is hereby amended to "construct a property management office on the Property".

(i) The text in Recital E reading "construction of the Activity Center" is hereby amended to "construction of the property management office".

5. Amendment of Lease. Effective as of the Effective Date unless otherwise noted below, the Lease is hereby amended as follows:

(a) the reference in Section 1 to "development of other improvements including an Activity Center" is hereby amended to "development of other improvements including a property management office".

(b) The last sentence of Section 2 is revised to read: "The Property is exclusive of the property management office to be constructed on the land pursuant to the DDA,

notwithstanding that the property management office may or shall be construed as affixed to and as constituting part of the real property".

(c) Effective as of January 1, 2027, the text in (c) of the paragraph defining "Operating Expenses" in Section 5.2 reading "costs of operating the Activity Center (as defined in the DDA), which shall not exceed twelve percent (12%) of effective annual Income" is replaced with "INTENTIONALLY DELETED".

(d) The words "Activity Center" shall be replaced with "property management office" throughout Section 8 of the Lease.

(e) Effective as of January 1, 2027, the last sentence of Section 10(i), reading "The Nonprofit shall also set aside, in a separate account, twelve percent (12%) of Effective Gross Income to be utilized exclusively for all costs associated with complying with Section 406 of the DDA ("Activity Center Expenses")" is deleted.

(f) Effective as of January 1, 2027, the text in (c) of the first paragraph of Section 14 reading "the daily rentals of space within the Activity Center portion of the Improvements to outside parties" is replaced with "INTENTIONALLY DELETED".

(g) Effective as of January 1, 2027, Section 14(d) reading "Daily rentals of space within the Activity Center third parties" is replaced with "INTENTIONALLY DELETED".

6. Amendment of 2025 MLA. Effective as of the Effective Date unless otherwise noted below, the 2025 MLA is hereby amended as follows:

(a) The last three sentences of Recital E are hereby deleted.

(b) The words "and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects" are hereby deleted from Recital I.6.

(c) The second sentence of Recital I.8 reading "An activity center serves the neighborhood" is hereby deleted.

(d) The fourth sentence of Recital I.9 reading "An activity center serves the neighborhood" is hereby deleted.

(e) Effective as of January 1, 2028, the text in (d) of the definition of "Operating Expenses in Section 1.2 reading "specific expenses required in the operation of on-site activity centers" is replaced with "INTENTIONALLY DELETED".

(f) The words "activity centers and" are hereby deleted from Section 1.9.

7. Amendment of Regulatory Agreement. Effective as of the Effective Date unless otherwise noted below, the Regulatory Agreement is hereby amended as follows:

(a) The reference in Recital B to "activity center" is hereby amended to "property management office".

(b) Effective as of January 1, 2027, the definitions of "Activity Center" and "Activity Center Expenses" are hereby deleted from Section 100.

(c) Effective as of January 1, 2027, the last sentence of Section 405 reading "The Nonprofit shall, in addition, set aside twelve percent (12%) of Gross Income to be utilized exclusively for all costs associated with complying with Section 406 below ("Activity Center Expenses")" is deleted.

(d) Section 406 is hereby deleted.

8. Amendment of the First Regulatory Agreement Amendment. Effective as of the Effective Date, the First Regulatory Agreement Amendment is hereby amended as follows:

(a) The reference in Recital B to "activity center" is hereby amended to "property management office".

9. Amendment of the Global Amendment No. 2. Effective as of the Effective Date, the Amendment of Global Amendment No. 2 is hereby amended as follows:

(a) The last three sentences in Recital D are hereby deleted.

(b) The second sentence in Recital N is hereby deleted.

(c) The second sentence in Recital O is hereby deleted.

10. References to Activity Center. All references to the activity center are hereby deleted from the Peyton Grismer Documents.

11. Full Force and Effect. Except as set forth in this Modification Agreement, the Peyton Grismer Documents remain unmodified and are in full force and effect.

12. Exhibits and Attachments Incorporated**.** All exhibits and attachments referred to in this Modification Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Modification Agreement and any of the terms of any exhibit or attachment to this Modification Agreement, the terms of this Modification Agreement shall control the respective duties and liabilities of the parties hereto.

13. Successors and Assigns. This Modification Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

14. California Law. This Modification Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Counterparts. This Modification Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Authority, City and BHC have executed this Agreement as of the Effective Date.

"AUTHORITY"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Justin Hess, Executive Director

Attest:

_____
Kimberley Clark, City Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Justin Hess, City Manager

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

By: _____

"BORROWER"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its: _____

[***Signatures to be acknowledged by notary]***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Exhibit A

Legal Description of the Property

That certain real property situated in the City of Burbank, County of Los Angeles, State of California, and described as follows

Weisswasser Property

Those portions of Lots 18, 19, and 20 of Tract 3097 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 32, Page 12 of Maps, records of said county and more particularly described as follows:

Lots 18 and 19 except the following described portions:

Beginning at the southeast corner of Lot 18 then along the south line of said Lot, N 89° 31' 40" W 367.00 feet; then N 0° 28' 60" W, parallel with the west line of said tract, 41.50 feet; then S 89° 31' 40" E 185.00 feet; than N 0° 28' 50" W 68.50 feet to the south line of Lot 19; then continuing N 0° 28' 50" W 14.50 feet; then S 89° 31' 40" E, parallel with the south line of Lot 19, 163.82 feet to the west line of Grismer Avenue, 60.00 feet wide; then along said west line in a curve concave to the west, having a radius of 1631.52 feet, 116.29 feet to the Point of Beginning.

Lot 20 except the following described portions:

The westerly 100 feet;

Beginning at the northeast corner of Lot 20, then S 14° 27' 30" E along the westerly line of Grismer Avenue, 60.00 feet wide, 51.74 feet; then N 89° 31' 40" W 162.50 feet; then N 0° 28' 50" W, parallel with the west line of said Tract, 50.00 feet to the northerly line of Lot 20; then S 89° 31' 40" E along said northerly line 150 .00 feet to the Point of Beginning.

Reinoso Property

Parcel 1:

Lot(s) 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 Page(s) 21, of Maps, in the office of the County Recorder of said County.

Parcel 2:

That portion of Lot(s) 20 of Tract No, 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12,

of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point In the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot a distance of 50 feet to a point; thence north and parallel with the west line of said Lot 20 to a point in the north line of said Lot: thence West along the north line of said Lot; a distance of 50 feet to a point thence South in a direct line to the Point of Beginning.

Parcel 3:

That portion of Lot(s) 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said lot to a point in the north line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20 to the Point of Beginning, the southwest corner.

Parcel 4:

Lot(s) 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 page(s) 21, of Maps, in the office of the County Recorder of said County.

Grismer Property

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County.

Beginning at the northeast corner of said Lot 20; thence South 14° 27' 30" East, along the easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 00° 28' 50" West 50 feet to the north line of said Lot 20; thence South 89° 31' 40" East along said northerly line, 150 feet to the Point of Beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the northerly line of the southerly 33.93 feet of said Lot 19; thence easterly along said northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58. 70 feet, more or less to the Point of Beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the northerly line of said Lot 20, distant along said northerly line North 89° 31' 40" West 150 feet from the northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet, thence South 0° 28' 20" West 116.07 feet to the northerly line of the southerly 33.93 feet of said Lot 19; thence along said last mentioned northerly line South 89° 31' 40" East 192.27 feet, more or less, to a point in the westerly line of Grismer Avenue, 60 feet wide, being a curve concave westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence southerly along said curve an arc distance of 11.57 feet; thence along the northerly line of the southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the easterly line of the westerly 106.75 feet of said Lot 19; thence along said easterly line North 0° 28' 50' West 77.38 feet to the southerly line of said Lot 20; thence along said southerly line North 89° 31' 40" West 6.75 feet to the easterly line of the westerly 100 feet of said Lot 20; thence along said last mentioned easterly line North 0° 28' 50" West 100 feet,

to the northerly line of said Lot 20; thence along said last mentioned northerly line South 89° 31' 40" East 175 feet to the Point of Beginning.

Parcel 4:

The westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, together with the northerly 11.31 feet of the southerly 22.62 feet of that portion of said Lot 19 lying easterly of the easterly line of said westerly 106.75 feet of Lot 19.

Parcel 5:

The easterly 230.92 feet of the westerly 337.67 feet of Lot 18 and the southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, lying easterly of the easterly line of the westerly 106.75 feet of said lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot 20 to a point in the north line of said Lot; thence West along the north line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the Point of Beginning.

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot, to a point in the North line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20, to the Point of Beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

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DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between the

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK

and

BURBANK HOUSING CORPORATION

26,555
R-2086
9.23.03

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of September 24, 2003, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

The following recitals are a substantive part of this Agreement:

A. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

B. The Agency has caused the institution of eminent domain actions to acquire ten (10) multifamily apartment buildings (the "Buildings") in the City of Burbank, located at 1801-1815 Grismer Avenue (the "Weisswasser Property") and 1729-1735 Elliott Drive (the "Reinoso Property"), and owns an additional unimproved property at 1819 Grismer Avenue. The Weisswasser Property, Reinoso Property, and the property at 1819 Grismer Avenue are collectively referred to hereafter as the "Property." The Property is further described in the Legal Description and depicted in the Map, which are both attached hereto and incorporated herein. The Property was acquired with funds from the Agency's Low and Moderate Income Housing Fund.

C. The parties now desire for the Agency to complete its acquisition of the unacquired portions of the Property, to lease the Property to the Nonprofit, for the Nonprofit to agree to rehabilitate and operate the Property, construct an Activity Center on the Property and other site improvements, and lease approximately 47% of the apartment units in the Buildings (after rehabilitation) to Very Low and Lower Income Households at an Affordable Rent.

D. The lease of the Property by the Agency to the Nonprofit, and the Nonprofit's rehabilitation and operation of the Improvements, including the construction of the Activity Center pursuant to the terms of this Agreement are in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, the Agency and the Nonprofit hereby agree as follows:

100. **DEFINITIONS**

"Activity Center" means the Peyton-Grismer Activity Center, to be constructed by the Nonprofit as part of the Rehabilitation and operated by Nonprofit in accordance with Section 406 hereof.

"Activity Center Expenses" are defined in Section 405 hereof.

"Actual Knowledge" is defined in Section 208.1 hereof.

"Affordability Period" shall mean the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement, as set forth in Section 402.2 hereof.

"Affordable Housing Agreements Expenses" shall mean the reasonable and necessary operating expenses of the Nonprofit, attributable to the rental and operation of the Buildings, or with respect to the rental or operation of any real property owned by Nonprofit which is the subject of an Affordable Housing Agreement. Affordable Housing Agreements Expenses shall include without limitation the cost of salaries, wages and other compensation of the employees of the Nonprofit, employee education, training and travel, rent, taxes, property, liability, automobile and directors' and officers' insurance, utilities, copying, postage and other communications costs, equipment, materials and supplies attributable to the operation of the Buildings or other Nonprofit properties subject to affordable housing agreements. As used herein, "affordable housing agreement" means any agreement between or among Nonprofit and City, Agency, and/or the Housing Authority of the City of Burbank in which Nonprofit agreed to long-term affordability covenants in accordance with either federal, state, or local affordable housing laws and/or regulations.

"Affordable Rent" shall have the meaning set forth in Health and Safety Code Section 50053 and in Section 402.5 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agency's Conditions to Lease Commencement" means the conditions precedent to the Ground Lease Commencement for the benefit of Agency, as set forth in Section 204.1 hereof.

"Agency's Environmental Reports" means the reports documenting the environmental conditions of the Property and/or the Buildings, which environmental reports have been prepared prior to the execution of this Agreement or will be prepared by the Agency pursuant to this Agreement.

"Agency Loan" means the loan from the Agency to the Nonprofit pursuant to Section 311.2.b hereof.

"Agreement" means this Disposition and Development Agreement by and between the Agency and the Nonprofit.

"Buildings" means those multifamily apartment buildings remaining on the Property after the Rehabilitation.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"Condition of Title" is defined in Section 203 hereof.

County" means Los Angeles County.

"CRL Lower Income Rent" shall have the meaning ascribed to it under Health and Safety Code Section 50053(b)(3), as it may amended. As of the Date of Agreement, CRL Lower Income Rent is defined as the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for that unit. For those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, CRL Lower Income Rent shall be defined as thirty percent of gross income of the household.

"CRL Very Low Income Rent" shall have the meaning ascribed to it under Health and Safety Code Section 50053(b)(2). As of the Date of Agreement, CRL Very Low Income Rent is defined as the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for that unit.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Deed of Trust" means the form Deed of Trust and Assignment of Rents to be executed by the Nonprofit in favor of the Agency and recorded as an encumbrance to the Property as security for the repayment of the Agency Loan under the Promissory Note, in the form of Exhibit B to the Loan Agreement.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"Eligible Persons" means any individual, partnership, corporation or association which qualifies as a "displaced person" pursuant to the definition provided in Government Code Section 7260(c) of the California Relocation Assistance Act of 1970, as amended, and any other applicable federal, state, or local regulations or laws.

"Environmental Reports" means the collective environmental investigations of the Property as reported in the Nonprofit's Environmental Reports and the Agency's Environmental Reports any investigations conducted by or for the Agency performed pursuant to Section 207 hereof.

"Exceptions" is defined in Section 203 hereof.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Gross Income" means all gross income and all revenues of any kind actually received from the Property in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"High HOME Rent" is defined under 24 C.F.R. 92.252(a) as the lesser of (a) the fair market value for comparable housing in the area as determined by the United States Department of Housing and Urban Development ("HUD") under 24 CFR 888.11, less the monthly allowance for utilities and services to by paid by each tenant, or (b) thirty percent (30%) of sixty-five percent (65%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit.

"In-Service Date" shall mean the date that is sixty (60) days after the Agency has issued a final Release of Construction Covenants to Nonprofit for the Rehabilitation in accordance with Section 310 hereof.

"Interim Management Agreement" means that agreement governing the management of the Property by the Nonprofit during the period between the execution of this Agreement and the Lease Commencement. The Interim Management Agreement shall be in substantially the form of Attachment No. 9, attached hereto and incorporated herein by reference.

"Lease" means the lease agreement pertaining to the lease of the Property from the Agency to the Nonprofit, in the form of Attachment No. 3, as described in Section 201 hereof.

"Lease Commencement" means the commencement of the Lease, as set forth in Section 204.3 hereof.

"Lease Commencement Date" means the date of the Lease Commencement, as set forth in Section 204.3 hereof.

"Lease Term" is defined in Section 201 hereof.

"Legal Description" means the description of the Property which is attached hereto as Attachment No. 2 and incorporated herein.

"Loan Agreement" means the agreement which sets forth the terms and conditions of the Agency Loan, as set forth in Section 311.2.b hereof, in the form attached hereto as Attachment No. 7 and incorporated herein.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Low HOME Rent" is defined under 24 C.F.R. 92.252(b) as the lesser of (a) the rent for Very Low Income Households that does not exceed 30 percent of 50 percent of the area median income as determined by United States Department of Housing and Urban Development ("HUD"), with adjustments for smaller and larger families, or (b) High HOME Rent

"Map" means the map of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Nonprofit's Conditions to Lease Commencement" means the conditions precedent to the Ground Lease Commencement to the benefit of the Nonprofit, as set forth in Section 204.2.

"Nonprofit's Environmental Consultant" means the environmental consultant which may be employed by the Nonprofit pursuant to Section 208.2 hereof.

"Nonprofit's Environmental Report" means the environmental investigation of the Property which may be conducted for the Nonprofit by Nonprofit's Environmental Consultant, as set forth in Section 208.2 hereof.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Operating Reserve" is defined in Section 405 hereof.

"Outside Date" shall mean the last date the Lease Commencement shall occur, as set forth in Section 202.4 hereof.

"Permanent Loan is defined in Section 311.1 hereof.

"Promissory Note" shall mean the promissory note to be executed by Nonprofit for the repayment of the Agency Loan, in substantially the form of Exhibit A to the Loan Agreement.

"Property" means that certain real property located at 1801-1815 Grismer Avenue, 1819 Grismer Avenue, and 1729-1735 Elliott Drive, Burbank, California. The Property is legally described in the Legal Description and depicted on the Map.

"RAP" is defined in Section 207.3 hereof.

"Rehabilitation" means the rehabilitation of the Property in conformance with Section 301 hereof and the Scope of Rehabilitation, and shall include without limitation the rehabilitation of the Buildings (except 1807 Grismer Avenue which shall be demolished), the construction of the Activity Center on the Property, and related site improvement work including landscaping.

"Reinoso Property" means the real property located at the addresses of 1729-1735 Elliott Drive, Burbank, California, and is more particularly described in the Legal Description as the "Reinoso Parcel."

"Remedial Work" is defined in Section 208.3hereof.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Report" means the preliminary title report, as described in Section 203 hereof.

"State" means the State of California.

"Threshold Amount" is defined in Section 207.3 hereof.

"Title Company" is defined in Section 202 hereof.

"Title Policy" is defined in Section 203 hereof.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County area median income, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50105.

"Weisswasser Property" means that certain real property located at the addresses of 1801 through 1815 Grismer Avenue, Burbank, California and is more particularly described in the Legal Description as the "Weisswasser Parcel."

200. LEASE OF THE PROPERTY

201. Acquisition of Property by Agency and Lease to Nonprofit.

201.1 Agency Acquisition of Weisswasser Property and Reinoso Property. The Agency shall pursue the completion of the acquisition of the Weisswasser Property and Reinoso Property, including the exercise of reasonable efforts to obtain an order of immediate possession by not later that the date or dates specified in the Schedule of Performance. Upon acquisition of possession of or title to the Weisswasser Property and Reinoso Property and satisfaction of the Agency's Conditions to Lease Commencement and Nonprofit's Conditions to Lease Commencement (defined in Section 205.1 and 205.2, respectively), Agency shall lease the Agency's interest in the Property to the Nonprofit as set forth in the Lease.

201.2 Termination Rights. In the event that the Agency is unsuccessful in acquiring the Weisswasser Property and/or the Reinoso Property by the time set forth in the Schedule of Performance, the Nonprofit may in its sole discretion terminate this Agreement in the manner set forth in Section 503 hereof, or the Nonprofit may in its sole discretion extend the date for acquisition of such parcels by written notice to the Agency, or the Nonprofit may waive Agency's obligation to acquire the either the Weisswasser Property or the Reinoso Property, or both.

201.3 Lease of Property. Subject to the satisfaction or waiver of the Agency's Conditions Precedent to Lease Commencement as set forth in Section 204.1 hereof and the satisfaction or waiver of the Nonprofit's Conditions Precedent to Lease Commencement as set forth in Section 204.2 hereof, Agency shall lease the Property to the Nonprofit (the "Lease") for a term commencing on the Lease Commencement Date and ending on the date that is fifty-five (55) years after the In-Service Date (the "Lease Term"), at a rental amount of One Dollar per year until the Agency Loan is repaid in full, and an amount equal to 100% of Residual Receipts (as defined in the Lease, Loan Agreement, and Promissory Note) for the remainder of the Lease Term thereafter (the "Lease Rent"). The terms and conditions of the Lease shall be set forth in a Lease in the form attached hereto as Attachment No. 3 and incorporated herein.

201.4 Fair Reuse Value. Payment of the annual Lease Rent represents the negotiated rent for the Property which is not less than the agreed upon reuse value of the Property, at the use and with the covenants, conditions precedent, conditions subsequent and development costs authorized by this Agreement.

202. Review of Title. Within thirty (30) days from the date of this Agreement, the Agency shall cause Lawyers Title Company, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Nonprofit a preliminary title report (the "Report") with respect to the title to the Property, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report. The Nonprofit shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the Nonprofit hereby approves the lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

Nonprofit shall have thirty (30) days from the date of its receipt of the Report to give written notice to Agency and Escrow Agent of Nonprofit's approval or disapproval of any of such Exceptions set forth in the Report. Nonprofit's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If Nonprofit notifies Agency of its disapproval of any Exceptions in the Report, Agency shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of Nonprofit's disapproval or provide assurances satisfactory to Nonprofit that such Exception(s) will be removed on or before the Lease Commencement. If Agency cannot or does not elect to remove any of the disapproved Exceptions within that period, Nonprofit shall have fifteen (15) days after the expiration of such thirty (30) day period to either give the Agency written notice that Nonprofit elects to proceed with the Lease Commencement subject to the disapproved Exceptions or to give the Agency written notice that the Nonprofit elects to terminate this Agreement. The Exceptions to title approved by Nonprofit as provided herein shall hereinafter be referred to as the "Condition of Title." The Nonprofit shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the Nonprofit has approved the Condition of Title for the Property (which are not created by Nonprofit). The Agency shall not voluntarily create any new exceptions to title following the date of this Agreement.

203. Title Insurance. Concurrently with the Lease Commencement, there shall be issued to Nonprofit a CLTA lessee's policy of title insurance (or, at Nonprofit's option, an ALTA extended coverage lessee's policy of title insurance)(the "Title Policy") in the amount of Three Million Four Hundred Thousand ($3,441,000), together with such endorsements as are reasonably requested by the Nonprofit, issued by the Title Company insuring that the leasehold interest to the Property is vested in Nonprofit in the condition required by Section 203 of this Agreement. The Title Company shall provide the Agency with a copy of the Title Policy. The Agency agrees to remove on or before the Lease Commencement any deeds of trust or other monetary liens against the Property. The Agency shall pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of the Purchase Price. Any additional costs, including the incremental additional cost of an ALTA policy or any endorsements requested by the Nonprofit, shall be borne by the Nonprofit.

204. Conditions to Lease Commencement. The Lease Commencement is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

204.1 Agency's Conditions to Lease Commencement. Agency's obligation to proceed with the Lease Commencement is subject to the fulfillment or waiver by Agency of

each and all of the conditions precedent (a) through (d), inclusive, described below ("Agency's Conditions Precedent"), which are solely for the benefit of Agency, and which shall be fulfilled or waived by the time periods provided for herein:

(a) **No Default.** Prior to the Lease Commencement, Nonprofit shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Nonprofit contained herein shall be true and correct in all material respects.

(b) **Execution of Documents.** The Nonprofit shall have executed the Lease, the Regulatory Agreement, the Promissory Note, the Deed of Trust and any other documents required hereunder.

(c) **Payment of Funds.** Prior to the Lease Commencement, Nonprofit shall have paid all required costs of the Title Policy.

(d) **Insurance.** The Nonprofit shall have provided proof of insurance as required by Section 306 hereof.

(e) **Management Plan.** The Nonprofit shall have provided Agency a plan for managing the Property and buildings before, during, and after the Rehabilitation ("Management Plan") and the Agency shall have approved the Management Plan, which approval shall not be unreasonably withheld.

(f) **Project Management\Contract Procurement.** The Nonprofit shall have submitted proof of the Construction Management Agreement and Contract Procurement Plan as required in Section 305 of this Agreement.

204.2 Nonprofit's Conditions to Lease Commencement. Nonprofit's obligation to proceed with Lease Commencement is subject to the fulfillment or waiver by Nonprofit of each and all of the conditions precedent (a) through (e), inclusive, described below ("Nonprofit's Conditions Precedent"), which are solely for the benefit of Nonprofit, and which shall be fulfilled or waived by the time periods provided for herein:

(a) **No Default.** Prior to the Lease Commencement, Agency shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Agency contained herein shall be true and correct in all material respects.

(b) **Execution of Documents.** The Agency shall have executed the Lease, the Regulatory Agreement, the Loan Agreement and any other documents required hereunder.

(c) **Review and Approval of Title.** Nonprofit shall have reviewed and approved the condition of title of the Property, as provided in Section 203 hereof.

(d) **Review and Approval of Environmental Condition of Property.** Nonprofit shall have reviewed and approved the environmental condition of the Property, as provided in Section 207 hereof.

(e) **Title Policy.** The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to the Nonprofit the Title Policy for the Property upon the Lease Commencement, in accordance with Section 204 hereof.

205. Representations and Warranties.

205.1 Agency Representations. Agency represents and warrants to Nonprofit as follows:

(a) **Authority.** Agency is a public body, corporate and politic, existing pursuant to the Community Redevelopment Law, which has been authorized to transact business pursuant to action of the City. Agency has full right, power and lawful authority to grant, sell and convey the Property as provided herein, and the execution, performance and delivery of this Agreement by Agency has been fully authorized by all requisite actions on the part of the Agency.

(b) **FIRPTA.** The Agency is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that the Agency has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) **No Conflict.** To the best of Agency's knowledge, Agency's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

(d) **Litigation.** There are no claims, causes of action or other litigation or proceedings pending or, to the Best Knowledge of the Agency, threatened with respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining landowners or suppliers of goods and services), except for the pending eminent domain actions with respect to the Weisswasser Property and Reinoso Property.

(e) **Violation.** To the Best Knowledge of the Agency, except as set forth in the Agency's Environmental Reports, there are no violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Property, which have not heretofore been entirely corrected. In the event Agency obtains actual knowledge of any such violations other than those disclosed above, Agency shall (i) immediately provide Nonprofit with copies of all documents evidencing such violation, and (ii) to the extent feasible, cure such violation prior to Lease Commencement; provided nothing stated herein shall require Agency to undertake any additional investigations or to prepare any further Environmental Report other than those prepared as of the date of this Agreement or to be prepared by the Agency pursuant to Section 20_._.

(f) **No Proffers.** Agency has not made, and prior to the Lease Commencement Date, will not make, any commitments to any governmental authorities, utility company, school board, church or other religious body, or any homeowner or homeowner's association, or to any other organization, group or individual, relating to the Property which

would impose any obligation on the Nonprofit, or its successors or assigns, after the Lease Commencement Date to make any contributions of money, dedications of land or grant of easements or rights of way, or to construct, install or maintain any improvements of a public or private nature on or off the Property, without the approval of the Nonprofit.

Until the Lease Commencement, the Agency shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.1 not to be true as of the Lease Commencement, immediately give written notice of such fact or condition to the Nonprofit. Such exception(s) to a representation shall not be deemed a breach by the Agency hereunder, but shall constitute an exception which the Nonprofit shall have a right to approve or disapprove if such exception would have an effect on the value and/or development of the Property. If the Nonprofit elects to proceed with the Lease Commencement following disclosure of such information, Agency's representations and warranties contained herein shall be deemed to have been made as of the Lease Commencement, subject to such exception(s). If, following the disclosure of such information, the Nonprofit elects to not proceed with the Lease Commencement, then this Agreement shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 206.1 shall survive the Lease Commencement.

205.2 Nonprofit's Representations. The Nonprofit represents and warrants to Agency as follows:

(a) Authority. Nonprofit is a duly organized nonprofit corporation incorporated within and in good standing under the laws of the State of California. The copies of the documents evidencing the organization of the Nonprofit which have been delivered to the Agency are true and complete copies of the originals, as amended to the date of this Agreement. The Nonprofit has full right, power and lawful authority to purchase and accept the conveyance of the Property and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Nonprofit has been fully authorized by all requisite actions on the part of the Nonprofit.

(b) No Conflict. To the best of Nonprofit's knowledge, Nonprofit's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Nonprofit is a party or by which it is bound.

(c) No Nonprofit Bankruptcy. The Nonprofit is not the subject of a bankruptcy proceeding.

Until the Lease Commencement, the Nonprofit shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.2 not to be true as of the Lease Commencement, immediately give written notice of such fact or condition to the Agency. Such exception(s) to a representation shall not be deemed a breach by the Nonprofit hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an effect on the value and/or development of the Property. If the Agency elects to proceed with the Lease Commencement following

disclosure of such information, Nonprofit's representations and warranties contained herein shall be deemed to have been made as of the Lease Commencement, subject to such exception(s). If, following the disclosure of such information, the Agency elects to not proceed with the Lease Commencement, then this Agreement and the Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 206.2 shall survive the Lease Commencement.

206. Studies and Reports. As of the date of this Agreement, Agency has performed certain investigations pertaining to the environmental condition of the Property and caused the preparation of certain reports pertaining thereto. Specifically, the Agency has caused the preparation of Phase 1 Environmental Site Assessments for the Reinoso Property (dated _____), Weisswasser Property (dated _____and the property at 1819 Grismer Avenue (dated _____), each prepared by A-Tech Consulting, Inc. Nonprofit acknowledges receipt of the Phase 1 Environmental Site Assessments referenced herein and is aware of the contents thereof. The Environmental Site Assessments generally provide notification that the Property is near an area with regional groundwater contamination, but that the parcels comprising the Property are not considered to have contribution to said contamination. The Phase 1 Environmental Assessments for the Reinoso Property and 1819 Grismer Avenue have also noted the presence of surface oil stains likely caused by parked automobiles and recommend measures for cleanup. In addition, the Agency has caused the preparation of an Asbestos & Lead Based Paint Survey for the Weisswasser Property and likewise for the Reinoso Property, each dated May 1, 2003 and prepared by A-Tech Consulting, Inc. (the "Surveys"). Where appropriate, the Surveys recommend measures to abate or mitigate Asbestos Containing Materials ("ACM") and/or Lead-Based Paint ("LBP"). Nonprofit acknowledges receipt of said Surveys and is aware of the contents thereof.

Prior to the Lease Commencement, representatives of the Nonprofit shall have the right of access to all portions of the Property for the purpose of obtaining additional data and making additional surveys and tests necessary to carry out this Agreement, including additional investigation of the soils and environmental condition of the Property pursuant to Section 208 hereof. Any preliminary work undertaken on the Property by Nonprofit prior to the Lease Commencement shall be done at the sole expense of the Nonprofit, and following the Nonprofit's execution of a right of entry agreement to be provided by the Agency. Any preliminary work shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

207. Condition of the Property.

207.1 Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. The Agency believes the Buildings were constructed prior to 1978 and, as indicated in the Surveys, the Buildings contain LBP and ACM. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Agency hereby represents that to the best of its knowledge, except for the conditions of the Property documented in the Agency's Environmental Reports, it is not aware of and has not received

any notice or communication from any government agency having jurisdiction over the Property notifying Agency of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property, or any portion thereof, except as may be set forth in the environmental reports which the Agency has submitted to the Nonprofit prior to the date of this Agreement. "Best knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of Agency employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of Agency and City.

207.2 **Investigation of Property.** The Nonprofit shall have the right, at its sole cost and expense, to engage its own environmental consultant (the "Nonprofit's Environmental Consultant") to make such additional investigations as Nonprofit deems necessary, including any "Phase 1" and/or "Phase 2" investigations of the Property, and the Agency shall promptly be provided a copy of all reports and test results provided by the Nonprofit's Environmental Consultant (the "Nonprofit's Environmental Report").

207.3 **Remediation of Property.** As part of the Scope of Rehabilitation, the Nonprofit is to undertake a program to abate or to institute interim controls to mitigate lead-based paint, either through removal or encapsulation in place, and to implement control measures for the removal or encapsulation of asbestos containing material. In conjunction with the Rehabilitation, Nonprofit shall undertake a program to abate and/or mitigate ACM which shall be consistent with an Asbestos Management Program setting forth the operational and maintenance guidelines to minimize fiber release. The Agency shall cause the Asbestos Management Program, as recommended by the Surveys, to be prepared by a duly qualified environmental consultant. Furthermore, in conjunction with the Rehabilitation, the Nonprofit shall undertake a program to abate and/or mitigate LBP consistent with a Lead Management Program as recommended by the Surveys. The Agency shall cause the preparation of the Lead Management Program and the risk assessment on which it will be based. The Nonprofit shall undertake a program to remediate the surface oil present on the Property, as set forth in the Phase 1 Environmental Site Assessments for the Reinoso Property and 1819 Grismer Avenue, in a manner consistent with the recommendations of the said Phase 1 assessments. The cost of preparing a remediation plan, if any, necessary for the remediation of the surface oil as identified in the Agency's Environmental Reports shall be borne by the Agency. Remediation of the Property shall be undertaken in accordance with all applicable Governmental Requirements.

If either the Nonprofit or the Agency, based upon the Environmental Reports, reasonably believes that Hazardous Substances, other than those identified in the Agency's Environmental Reports, are present on the Property, then either party may terminate this Agreement by Notice to the other party; provided, however, that if the other party, at its option, agrees in writing to perform the remediation of the Property at its expense, such termination shall be ineffective. The party agreeing to perform the remediation shall deliver to the other party a proposed remedial action plan ("RAP"), which RAP shall be approved by all applicable public agencies asserting jurisdiction over the remedial work to be performed pursuant to the RAP (the "Remedial Work"). The Remedial Work shall be diligently and continuously performed in accordance with applicable Governmental Requirements. In the event a party has elected to remediate the Property, such party's compliance with the provisions of this Section 207.3, and the issuance of closure letters without any requirement of further remedial work by all governmental agencies which have asserted jurisdiction over the remediation of the Property, shall each be a Condition

Precedent to the Lease Commencement.

207.4 Nonprofit Precautions After Lease Commencement. Upon the Lease Commencement, the Nonprofit shall use commercially reasonable efforts to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials.

207.5 Required Disclosures After Lease Commencement. After the Lease Commencement, the Nonprofit shall notify the Agency, and provide to the Agency a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to the Property, including notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks. Upon request, the Nonprofit shall furnish to the Agency a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

207.6 Nonprofit Indemnity. Upon the Lease Commencement, Nonprofit agrees to indemnify, defend and hold Agency and the City and their respective officers, employees, agents, representatives and volunteers harmless from and against any claim, action, suit, proceeding, damage, liability, deficiency, fine, penalty, or punitive damage (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property which occurs after the Lease Commencement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the Lease Commencement. At the request of the Nonprofit, the Agency shall cooperate with and assist the Nonprofit in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance.

208. Interim Management Agreement. Upon the execution of this Agreement, Agency and Nonprofit shall also execute the Interim Management Agreement in substantially the form of Attachment No. 9, attached hereto and incorporated herein by this reference. The Interim Management Agreement shall require the Nonprofit to manage the Property, or portions thereof, under ownership or possession (via Order of Possession) of the Agency. The Interim Management Agreement shall terminate as of the Lease Commencement.

300. REHABILITATION AND OPERATION OF THE PROPERTY

301. Scope of Rehabilitation. Nonprofit agrees to rehabilitate the Property in accordance with the Scope of Rehabilitation which is attached hereto as Attachment No. 4 and

incorporated herein by reference, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and any applicable accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant displacement to the greatest extent feasible, in accordance with the provisions of Section 309.2 hereof.

Except as otherwise set forth in this Agreement, the costs of planning, designing, developing, and constructing the Rehabilitation shall be borne solely by the Nonprofit. The Rehabilitation of the Property shall be paid with the proceeds of the Agency Loan. The Nonprofit shall be responsible for any additional funds necessary to complete the Rehabilitation of the Property; provided, however, that in the event that there are insufficient Agency Loan proceeds available to fund such work, the Agency shall reasonably consider deleting certain work from the Scope of Work, and the Nonprofit shall defer payment of all or a portion of the development management fee, in order to assure that there are sufficient funds for the Rehabilitation.

302. Design Approvals. The Agency shall provide Nonprofit with a Site Plan, building floor plans, and landscape plans for the Rehabilitation. Nonprofit shall prepare and submit to the City and Agency drawings required by the City to obtain demolition, construction, or grading permits (the "Construction Drawings"). The City shall have all rights to review and approve or disapprove all such Construction Drawings and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed as the City's approval of any or all of the Construction Drawings.

303. Land Use Approvals. Before commencement of Rehabilitation or other works of improvement upon the Property, the Nonprofit shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits and approvals which may be required for the Rehabilitation by the City or any other governmental agency affected by such construction or work. Agency shall cooperate with Nonprofit to obtain all such entitlements, permits and approvals.

304. Schedule of Performance. The Nonprofit hereby covenants and agrees to commence the Rehabilitation of the Property within the time set forth in the Schedule of Performance, which is attached hereto as Attachment No. 5 and incorporated herein by reference. The Nonprofit further covenants and agrees to diligently prosecute to completion the Rehabilitation of the Property in accordance with the approved Scope of Rehabilitation and Schedule of Performance.

305. Construction Management Agreement and Contract Procurement Plan. Nonprofit shall submit to the Agency one or more contracts with a duly licensed contractor ("Construction Manager") to provide construction management services for the Rehabilitation ("Construction Management Agreement"). The Construction Manager and Construction Management Agreement shall be subject to the reasonable approval of the Agency. The Nonprofit shall also submit a plan to the Agency for procuring the services of subcontractors to perform the work necessary for the rehabilitation ("Contract Procurement Plan"). The Contract Procurement Plan shall identify a process for soliciting, receiving and reviewing bids for work.

The Nonprofit shall hire a duly licensed subcontractor for any item of work costing $500 or more.

306. **Insurance Requirements.** The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Lease Commencement until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

In the event Nonprofit is unable to obtain any of the insurance coverages required herein prior to Lease Commencement, the Agency may terminate this Agreement; provided, however, the Nonprofit may request the Agency to waive said insurance coverage requirements and place the Property and Rehabilitation on the Agency's insurance policy(ies). The Agency may approve or deny Nonprofit's waiver request in its sole and absolute discretion. Concurrently with Nonprofit's waiver request, the Nonprofit shall provide written correspondence from at least three (3) insurance underwriters evidencing Nonprofit's inability to obtain insurance coverage, regardless of cost. Any cost to the Agency caused by a waiver of insurance coverage,

including increased premium, shall be added to the amount of the Promissory Note under the Loan Agreement, and shall be repaid pursuant to the terms thereof.

307. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency or its agents or employees.

308. Rights of Access. Representatives of the Agency shall have the right to inspect the Property so long as Agency representatives comply with all safety rules.

309. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code.

309.1 Taxes and Assessments. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency does not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit. The Nonprofit shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Nonprofit's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes as provided above.

309.2 Relocation.

a. Relocation Plan. The Agency has prepared and adopted an Amended Relocation Plan, dated May 27, 2003, that identifies the estimated number of households that may be displaced by the Agency.

b. Timing of Rehabilitation. Nonprofit shall conduct the Rehabilitation of the Property in such a manner as to prevent, to the maximum extent feasible, any permanent or temporary displacement of existing tenants of the Property in accordance with applicable law. In the event that any of the current tenants of the Property vacate their units voluntarily, or are evicted for cause based upon a serious or repeated violation of the terms of their lease or occupancy agreement, the Nonprofit shall commence the Rehabilitation of such unit as soon as possible thereafter, and shall not re-lease such unit until after the completion of the Rehabilitation of such unit.

d. Cost of Relocation. In the event that any displacement of tenants of the Property occurs, the Agency shall provide relocation assistance in accordance with the

California relocation law, Government Code Section 7260, *et seq.*, and the regulations adopted pursuant thereto by the State of California and the City (collectively, the "Relocation Laws"), and in a manner approved by the Agency to each tenant household required to temporarily or permanently vacate a unit within the Property for purposes of completing the Rehabilitation. In the event of permanent displacement of existing tenants due to the implementation of this Agreement, despite the Nonprofit's efforts to prevent such displacement as provided above, the Agency shall be fully responsible for administering determinations of eligibility and payments pursuant to the Relocation Laws. The Agency shall bear the cost of such relocation.

309.3 Liens and Stop Notices. The Nonprofit shall not allow to be placed on the Property or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Property the Nonprofit shall within thirty (30) days of such recording or service or within five (5) days of the demand of the Agency, whichever last occurs: pay and discharge the same; or effect the release thereof by recording and delivering to the Agency a surety bond in sufficient form and amount, or otherwise; or provide the Agency with other assurance which the Agency deems, in their sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

310. Release of Construction Covenants. Promptly after completion of the Rehabilitation in conformity with this Agreement, Agency shall furnish the Nonprofit with a "Release of Construction Covenants," substantially in the form of Attachment No. 6 hereto which is incorporated herein by reference. Agency shall not unreasonably withhold such Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination by the Agency of satisfactory completion of the Rehabilitation and the Release of Construction Covenants shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such applicable portion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in documents recorded against the Site prior to the recordation of the Release of Construction Covenants, including without limitation the Lease and Regulatory Agreement. If Agency refuses or fails to furnish a Release of Construction Covenants after written request from Nonprofit, Agency shall, within thirty (30) days of written request therefor, provide Nonprofit with a written statement of the reasons Agency refused or failed to furnish the Release of Construction Covenants, together with a "punch list" containing the items which have not been satisfactorily completed and the other actions which Nonprofit must take to obtain the Release of Construction Covenants. The Agency shall furnish the Release of Construction Covenants upon the completion of the punch list items have been satisfactorily completed in accordance with this Agreement. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

311. Financing of Acquisition and Rehabilitation of Property.

311.1 Evidence of Financing. Not later than one hundred eighty (180) days after the In-Service Date, the Nonprofit shall close on the maximum loan supportable by the Project with the covenants and affordability restrictions of this Agreement in place (the "Permanent Loan"). The proceeds of the Permanent Loan, net of customary closing costs, shall

be used to pay down the Agency Loan, as described in Section 311.2 below. At least ninety (90) days prior to the date it intends to receive its final Release of Construction Covenants, the Nonprofit shall obtain a commitment for the Permanent Loan, subject to the ordinary and customary conditions of the loan. The Agency shall also have the right to reasonable approve the loan documents for the Permanent Loan Agreement, including a loan agreement, promissory note, deed of trust, and subordination agreement, if any. The Agency Executive Director, or his or her designee, shall approve or disapprove such evidence of financing commitments within ten (10) business days of receipt of a complete submission. Approval shall not be unreasonably withheld or conditioned. If Agency shall disapprove any such evidence of financing or loan documents, Agency shall do so by written notice to the Nonprofit stating the reasons for such disapproval and the Nonprofit shall promptly obtain and submit to Agency new evidence of financing or revised loan documents, as appropriate. Agency shall approve or disapprove such new evidence of financing and loan documents in the same manner and within the same times established in this Section 311.1 for the approval or disapproval of the evidence of financing and loan documents as initially submitted to Agency. Nonprofit shall submit the following documents as evidence of the Permanent Loan: (i) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Nonprofit from unrelated financial institutions for the mortgage loan or loans for permanent financing, subject to such lenders' reasonable, customary and normal conditions and terms, and (ii) other documentation satisfactory to Agency as evidence of other sources of capital, all of which together are sufficient to demonstrate that the Nonprofit has adequate funds, together with the proceeds of the Agency Loan to lease the Property and conduct the Rehabilitation.

311.2 **Agency Loan.** Subject to all of the terms, covenants and conditions which are set forth herein, the Agency hereby agrees to provide a loan to the Nonprofit in an amount not to exceed Three Million Four Hundred Forty One Thousand Dollars ($3,441,000) for costs of performing the Scope of Rehabilitation required under this Agreement (the "Agency Loan"). The terms and conditions of the Agency Loan shall be set forth in the Loan Agreement, in the form which is attached hereto as Attachment No. 7 and incorporated herein. The Agency Loan shall be repaid by (i) payment by the Nonprofit of the Permanent Loan proceeds when obtained and (ii) the Nonprofit's annual payment to the Agency of one hundred percent (100%) of the "Residual Receipts" from the Development during the term of the Agency Loan beginning after the Rehabilitation receives a final Release of Construction Covenants, until the Agency Loan has been repaid in full. Residual Receipts is defined in Section 1.1 of the Loan Agreement as "Annual Project Revenue" less the sum of "Operating Expenses," "Debt Service," and "Reserve Deposits," as all of those terms are defined in Section 3 of the Promissory Note, which is attached as Exhibit "A" of the Loan Agreement. The balance of the Agency Loan still owing as of the fifty-fifth anniversary of the Promissory Note, if any, shall be due and payable on that date. The Agency agrees to subordinate the liens securing payment of the Agency Loan to the lien of the Permanent Loan and shall execute any subordination agreement(s) to that effect.

311.3 **No Encumbrance Except Mortgages, Deeds of Trust, or Sale and Leasebacks for Acquisition or Rehabilitation.** Subject to the provisions of Section 311.1 above, mortgages, deeds of trust, regulatory agreements, assignment agreements and memoranda of agreements are to be permitted before completion of the Rehabilitation with Agency's prior written approval, which shall not be unreasonably withheld or delayed, but only for the purpose of securing loans of funds to be used for permanent financing of the Property. Nonprofit shall

notify Agency in advance of any mortgage, deed of trust or sale and lease-back financing, if the Nonprofit proposes to enter into the same prior to the expiration of the Affordability Period. The words "mortgage" and "trust deed" as used hereinafter shall include sale and lease-back.

311.4 **Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.** With respect to any mortgage or deed of trust granted by Nonprofit as provided herein, whenever Agency delivers any notice or demand to Nonprofit with respect to any breach or default by the Nonprofit hereunder or under any other document executed pursuant to this Agreement, Agency may at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by Agency are concerned) have the right, at its option, within thirty (30) days after the time has elapsed for Nonprofit to cure such breach or default, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. The holder, in that event, must agree to complete, or cause to be completed by a party which is reasonably acceptable to the Agency, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such holder (or assignee approved by the Agency) properly completing such improvement shall be entitled, upon compliance with the requirements of Section 310 of this Agreement, to a Release of Construction Covenants. It is understood that a holder (or assignee approved by the Agency) shall be deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Nonprofit default which requires title and/or possession of the Site (or portion thereof), if and to the extent any such holder (or assignee approved by the Agency) has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

311.5 **Failure of Holder to Complete Rehabilitation.** In any case where, ninety (90) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Property or any part thereof receives a notice from Agency of an uncured default by Nonprofit in completion any of the Rehabilitation under this Agreement, and such holder has not exercised the option to construct or cause to be constructed the Rehabilitation as set forth in Section 311.4, provided performance of such obligations may be delayed until such holder or successor has obtained title to the Property, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the possession of the Property or any part thereof has vested in the holder, Agency, if it so desires, shall be entitled to a conveyance from the holder to Agency upon payment to the holder of an amount equal to the sum of the following:

a. The unpaid balance of mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

b. All expenses with respect to foreclosure including reasonable attorneys' fees;

c. The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

d. The costs of any improvements made by such holder (or assignee approved by the Agency) pursuant to the requirements of this Agreement or as otherwise approved by the Agency;

e. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by Agency; and

f. Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Nonprofit.

311.6 **Right of Agency to Cure Mortgage or Deed of Trust Default.** In the event of a default or breach of a loan agreement, promissory note, mortgage or deed of trust, Nonprofit shall immediately deliver to Agency a copy of any default notice pertaining thereto. If the holder of any loan agreement, promissory note, mortgage or deed of trust has not exercised its option to construct prior to the issuance of the Release of Construction Covenants, pursuant to Section 311.5 hereof, Agency shall have the right but not the obligation to cure the default of such loan agreement, promissory note, mortgage, deed of trust. In such event, Agency shall be entitled to reimbursement from the Nonprofit of all proper costs and expenses incurred by Agency in curing such default. Agency shall also be entitled to a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust approved by the Agency pursuant to Section 311.1.

311.7 **Subordination of Affordability Covenants.** In the event that the Agency finds that an economically feasible method of obtaining the Permanent Loan without the subordination of the affordable housing covenants set forth in this Agreement, the Lease, and the Regulatory Agreement, is not reasonably available, the Agency shall make the affordable housing covenants set forth in this Agreement, the Lease, and the Regulatory Agreement junior and subordinate to the deeds of trust and other documents required in connection with the Permanent Loan for the Property approved pursuant to this Section 311. Any subordination agreement entered into by the Agency shall contain written commitments which the Agency finds are reasonably designed to protect Agency's investment in the event of default, such as any of the following: (a) a right of Agency to cure a default on the loan prior to foreclosure, (b) a right of Agency to negotiate with the lender after notice of default from the lender and prior to foreclosure, (c) an agreement that if prior to foreclosure of the loan, Agency takes title to the property and cures the default on the loan, the lender will not exercise any right it may have to accelerate the loan by reason of the transfer of title to Agency, and (d) a right of Agency to reacquire the Property from the Nonprofit at any time after a material default on the loan.

311.8 **Changes Request by Lender.** In the event that a Lender which has been approved pursuant to this Section 311 hereof requires one or more amendments to this Agreement, or any of the attachments hereto, which amendment(s) does not materially affect Agency's interests hereunder, the Agency Executive Director or his or her designee is hereby authorized to make such amendment(s) without further authorization from the Agency Board.

311.9 **Failure to Obtain Financing.** In the event that the Nonprofit, despite exercising its best efforts to obtain required permanent financing for the Rehabilitation, fails to obtain such financing as specified in the Agreement when required hereunder, the Agency may terminate this Agreement as provided in Section 504 hereof, and declare the entire amount owing under the Promissory Note due and payable.

400. COVENANTS AND RESTRICTIONS

401. **Use in Accordance with Agreement.** The Nonprofit covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof, that upon the Lease Commencement and during the Affordability Period, the Nonprofit shall devote the Property to the uses specified in the this Agreement, the Lease, the Regulatory Agreement for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Nonprofit pursuant to this Agreement, shall conform to all applicable provisions of the Burbank Municipal Code.

402. Affordable Housing Requirements.

402.1 **Number of Units.** The Nonprofit agrees to make available, restrict occupancy to, and rent fourteen (14) of the Housing Units to Very Low Income Households, and nineteen (19) of the Housing Units to Lower Income Households (the "Affordable Units") all at an Affordable Rent. The Housing Units that are not Affordable Units shall be rented at market. Eight (8) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Five (5) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units. All affordable units may float within the Property (i.e. the actual units within the Property subject to the income restrictions can vary as long as the percentage of units available to Very Low Income Households and Lower Income Households do not fall below the minimum numbers required herein), to the extent the substituted units are comparable in size, features, and number of bedrooms to the originally designated units.

402.2 **Lease Requirements.** Prior to rental of any of the Housing Units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency for Agency's approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency. The Agency shall approve such lease form upon finding that such lease form is consistent with this Lease and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Nonprofit shall enter into a lease, in the form approved by the Agency, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 **Duration of Affordability Requirements.** The Buildings shall be

subject to the requirements of this Section 402 in perpetuity commencing upon the In-Service Date. For purposes of this Section 402.3, "in perpetuity" means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, or Lower Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has

subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low or Lower Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low and Lower Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency as provided herein. The maximum monthly rental amount for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development.

a. For the fourteen Affordable Units that will be rented to Very Low Income Households, seven (7) of the Affordable Units shall be rented at the lesser of (a) High HOME Rent or (b) CRL Very Low Income Rent. The other seven (7) of the Affordable Units shall be rented at the lesser of (a) Low HOME Rent or (b) CRL Very Low Income Rent.

b. The nineteen (19) Affordable Units that will be rented to Lower Income Households shall be rented at CRL Lower Income Rent.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit.

c. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Burbank Housing Authority, established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development, or other method acceptable to the Agency. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Occupancy of Housing Units in the Buildings shall be limited to two persons per bedroom plus one additional person per Housing Unit. Thus, one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons.

402.8 **Affirmative Marketing.** The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

403. **Maintenance Covenants.** The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency upon demand.

404. **Management.** Nonprofit shall manage or cause the Property and the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency. Nonprofit shall contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The fees payable to the Property Manager shall not exceed five percent (5%) of the gross rents of the Buildings or in accordance with industry standard as approved by the Agency. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. **Reserve Accounts and Other Project Accounts.** The Nonprofit shall also, or cause the Property Manager to, set aside not less than Three Hundred Dollars ($300) per unit, per

year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). The annual contribution to the Capital Replacement Reserve shall increase in an amount equal to the Consumer Price Index for the Los Angeles-Riverside-Orange County survey area. The Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

The Nonprofit shall set aside, on a monthly basis, in a separate reserve account (the "Operating Reserve"), the sum of two percent (2%) of the Gross Income of the Property. In no event, however, shall the Nonprofit be required to increase the Operating Reserve to an amount which exceeds two percent (2%) of the gross income of the Property during the first full calendar year after the completion of the Rehabilitation of the Property. The Nonprofit shall retain such amount in the Operating Reserve to fund shortfalls between income and actual operating expenses.

The Nonprofit shall also set aside, on a monthly basis, in a separate account, the sum of ten percent (10%) of Gross Income for the Affordable Housing Agreements Expenses. The Nonprofit shall also set aside, in a separate account, twelve percent (12%) of Gross Income to be utilized exclusively for all costs associated with complying with Section 406 of this Agreement below ("Activity Center Expenses").

406. Peyton-Grismer Activity Center. Nonprofit shall operate within the Buildings an educational center (the "Activity Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Activity Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parental and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Activity Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Activity Center shall also provide, to the greatest extent feasible, additional family support services, e.g. parenting classes and adult educational opportunities

The Nonprofit's shall utilize its full-time activity center director to administer and manage the operations of the Activity Center. The hiring and termination of the Activity Center Director shall be subject to approval by the Agency Executive Director, or his or her designee.

Participation in the Activity Center shall be limited to residents of the Buildings, residents of apartment complexes in the Peyton-Grismer focus neighborhood subject to an Affordable Housing Agreement with the Agency or City, and, as space permits, residents in the Peyton-Grismer focus neighborhood. At all times, preference for participation in the Activity Center shall be given first to residents of the Buildings.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or

vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

409. **Regulatory Agreement.** The requirements of this Agreement which are applicable after the Lease Commencement are set forth in the "Regulatory Agreement" which is attached hereto as Attachment No. 8 and incorporated herein by reference. The execution and recordation of the Regulatory Agreement as an encumbrance to the Property is a Condition to Lease Commencement, as set forth in Section 205 hereof.

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement, the Lease, the Loan Agreement, or the Regulatory Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Termination by the Nonprofit Prior to the Lease Commencement. In the event that prior to the Lease Commencement the Nonprofit is not in default under this Agreement and (a) one or more of the Nonprofit's Conditions to Lease Commencement is not fulfilled on or before the time set forth in the Schedule of Performance, or (b) any default of the Agency prior to the Lease Commencement is not cured within the time set forth in Section 501 hereof, after written demand by the Nonprofit, or (d) the Nonprofit timely disapproves the environmental condition of the Property pursuant to Section 207 hereof, then this Agreement may, at the option of the Nonprofit, be terminated by written Notice thereof to the Agency. From the date of the written Notice of termination of this Agreement by the Nonprofit to the Agency and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties with respect to the Property by virtue of or with respect to this Agreement.

504. Termination by the Agency Prior to the Lease Commencement. In the event that prior to the Lease Commencement the Agency is not in Default under this Agreement and (a) one or more of the Agency's Conditions to Lease Commencement is not fulfilled on or before the time set forth in the Schedule of Performance; or (b) the Nonprofit is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 501 hereof; then this Agreement and any rights of the Nonprofit or any assignee or transferee with respect to or arising out of the Agreement or the Property, shall, at the option of the Agency, be terminated by the Agency by written Notice thereof to the Nonprofit. From the date of the written Notice of termination of this Agreement by the Agency to the Nonprofit and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties pursuant to this Agreement.

505. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency, service of process on the Agency shall be

made by personal service upon the Agency's Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

506. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

507. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

508. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

509. Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

510. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Executive Director

To Nonprofit: Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, California 91502
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Nonprofit. Accordingly, for the period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this

Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency. Notwithstanding the foregoing, the Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, (iv) the transferee's past experience and performance working with cities, redevelopment agencies, and/or housing authorities, (v) and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency. The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Nonprofit.

604. Relationship Between Agency and Nonprofit. It is hereby acknowledged that the relationship between the Agency and the Nonprofit is not that of a partnership or joint venture and that the Agency and the Nonprofit shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the Agency shall have no rights, powers, duties or obligations with respect

to the development, operation, maintenance or management of the Improvements.

605. Agency Approvals and Actions. The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Executive Director (or his or her duly authorized representative). The Agency's Executive Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

606. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

607. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect; provided, however, the term of the Lease shall remain in effect until the first to occur of the Lease Commencement or the termination of this Agreement. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 7, which are incorporated herein.

608. Real Estate Brokerage Commission. Each of the Agency and the Nonprofit represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisition of all or part of the Property, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

609. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

610. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

611. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be

construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

612. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

613. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

614. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

615. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

616. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

617. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

618. Conflicts of Interest. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

619. Time for Acceptance of Agreement by Agency. This Agreement, when executed by the Nonprofit and delivered to the Agency, must be authorized, executed and

delivered by the Agency on or before thirty (30) days after signing and delivery of this Agreement by the Nonprofit or this Agreement shall be void, except to the extent that the Nonprofit shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Purchase and Sale Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
City Attorney/Agency General Counsel

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Its: President

By: _____

ATTACHMENT NO. 1

MAP

[TO BE INSERTED]

EXHIBIT "A"

SITE DESCRIPTION

[TO BE ATTACHED]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT NO. 7

LOAN AGREEMENT

[ATTACHED]

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is entered into as of _____, 2003, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and _____, a California nonprofit corporation (the "Borrower").

RECITALS

The following recitals are a substantive part of this Agreement:

A. The Agency and Borrower have entered into a Disposition and Development Agreement, dated as of _____, 2003 (the "DDA"). The DDA provides (i) for the Agency to lease certain real property consisting of land and ten apartment buildings located in the City of Burbank (the "Property") from the Agency, (ii) for the Agency to provide a loan to the Borrower, (iii) for the Borrower to rehabilitate and improve the Property in accordance with the DDA's Scope of Rehabilitation, which is attached as Attachment No. 4 to the DDA (the "Rehabilitation"), and (iv) for the rental of those apartment units to very low income and lower income households at an affordable rent. The DDA is hereby incorporated herein by reference. The Agency and Borrower will, as a Condition Precedent to the disbursement of the Agency Loan also execute and record in the official records of Los Angeles County a "Regulatory Agreement" which sets forth certain obligations of the parties with respect to the operation of the Property.

B. Pursuant to Section 311.2. of the DDA, the Agency has agreed to provide a loan of Three Million Four Hundred Forty One Thousand Dollars ($3,441,000) to the Borrower (the "Agency Loan") to be used in connection with the Rehabilitation of the Property. The parties intend that this Agreement will satisfy the obligations of the Agency pursuant to Section 311.2. of the DDA.

C. The Agency's making of the Agency Loan to the Borrower is in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.

NOW, THEREFORE, the Agency and the Borrower hereby agree as follows:

1. Agency Loan. Subject to Borrower's performance of all of the terms, covenants and conditions which are set forth herein and in the DDA, the Agency hereby agrees to loan to the Borrower, and the Borrower agrees to borrow from the Agency, a sum of Three Million Four Hundred Forty One Thousand Dollars ($3,441,000) (the "Agency Loan").

1.1. Repayment of Agency Loan. The Borrower's obligation to repay the Agency Loan shall be set forth in the Promissory Note in the form of Exhibit "A" attached hereto, which is incorporated herein by reference. The Promissory Note shall be for a term commencing and the "In-Service Date" and ending fifty-five (55) years thereafter. The "In-Service Date," as defined in Section 100 of the DDA, means the date that is sixty (60) days after the Nonprofit has received a final Release of Construction Covenants for the Rehabilitation in accordance with Section 310 of the DDA. The Promissory Note shall be payable (a) payment of 100% of the net proceeds of the Permanent Loan to be obtained by the Borrower in accordance with Section 311.1 of the DDA, and

(b) commencing on the first April 1st after the In-Service Date, payment every year thereafter of the "Residual Receipts" of the Property, after payment of (i) actual, reasonable and customary (for comparable high quality multifamily rental housing developments in Los Angeles County) "Operating Expenses" directly incurred, paid, and attributable to the operation, maintenance, and management of the Property (which shall include the "Activity Center Operating Expenses" and "Affordable Housing Agreements Expenses, as more particularly defined in Sections 100 and 405 of the DDA and in the Promissory Note, (ii) the Reserve Deposits as set forth in the DDA and Promissory Note, and (iii) "Debt Service" which is senior to the Promissory Note (i.e. the Permanent Loan), as all of those terms are defined in Section 3 of the Promissory Note, until the Promissory Note has been paid in full. The Borrower shall annually, on or before April 1 of each year commencing in the year of the issuance of the Release of Construction Covenants for the Property, submit to the Agency a Residual Receipts Report, in the form attached hereto as Exhibit C and incorporated herein, which shall provide the basis for the determination of the Residual Receipts from the Development.

1.2. **Security for Agency Loan.** The Promissory Note shall be secured by a Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the "Deed of Trust") to be recorded as an encumbrance to the Borrower's interest in the Property and Development, in the form of Exhibit "B" attached hereto, which is incorporated herein.

1.3. **Conditions to Disbursement of Agency Loan.** The proceeds of the Agency Loan shall be disbursed to pay and/or reimburse Borrower for the Rehabilitation in accordance with the DDA. Agency's obligation to disburse Agency Loan proceeds is subject to the fulfillment or waiver by Agency of each and all of the conditions precedent (a) through (h), inclusive, described below ("Conditions Precedent"), which are solely for the benefit of Agency, any of which may be waived by the Agency's Executive Director in his or her sole and absolute discretion:

a. **Execution of Documents.** Borrower shall have executed and delivered to the Agency the Promissory Note, the Deed of Trust, and the Regulatory Agreement in the form attached as Attachment No. 8 to the DDA, and any other documents required hereunder, and the Deed of Trust shall have been recorded as an encumbrance to the Borrower's fee interest in the Property.

b. **Permits and Land Use Approvals.** Borrower shall have obtained each and all of the land use, grading and building permits and approvals necessary for the construction and development of the Development, in accordance with Section 303 of the DDA.

c. **Construction Management Agreement/Contract Procurement Plan.** Borrower shall have provided to the Agency a signed copy of the Construction Management Agreement required by Section 305 of the DDA along with the Contract Procurement Plan as also set forth thereunder, and the Agency Executive Director shall have reasonably approved such Construction Management Agreement and Contract Procurement Plan.

e. **Lease of the Property.** The Borrower shall have satisfied the Agency Conditions to Lease Commencement under the DDA, and shall be ready to begin with the Lease Commencement.

f. **Title Policy.** A title insurance company reasonably acceptable to the Agency shall have unconditionally committed to issue a lender's policy of title insurance insuring the

lien of the Deed of Trust in the amount of the Agency Loan, subject to such exceptions as are reasonably acceptable to the Agency, together with any endorsements reasonably requested by the Agency. The cost of such title policy and endorsements shall be paid for from the proceeds of the Agency Loan.

g. **Proof of Insurance.** Borrower shall have provided to the Agency a certificate of insurance which satisfies the requirements of Section 306 of the DDA.

h. **No Default, Representations and Warranties.** Borrower shall not be in default in any of its obligations under the terms of this Agreement, the DDA, or the Regulatory Agreement. All representations and warranties of Borrower contained herein and in the DDA, and the Regulatory Agreement shall be true and correct in all material respects on and as of the date of the disbursement of the Agency Loan as though made at that time, and all covenants of Borrower which are required to be performed prior to the disbursement of the Agency Loan shall have been performed by such date.

i. **Demolition Permit for Portion of 1801 Grismer Avenue.** Developer shall have submitted all applications, fees, and plans necessary to demolish that portion of the Building at 1801 Grismer Avenue required to be demolished pursuant to the DDA.

1.4 **Procedure for Disbursement of Agency Loan Proceeds.** The Agency Loan proceeds shall be disbursed in accordance with this Section 1.4. Prior to any initial disbursement of Agency Loan proceeds, the Agency and Developer shall jointly develop a progress payment schedule ("Payment Schedule") for completed work items for the Rehabilitation ("Rehabilitation Work Items"), consistent with the Scope of Rehabilitation and Schedule of Performance. The Developer, upon completion of Rehabilitation Work Items, may make draw requests as set forth in the Payment Schedule for completed Rehabilitation Work Items. The Developer shall provide written evidence of the accrual of actual costs and expenses for each Rehabilitation Work Item. The Agency shall have the right to inspect the Property and Buildings to ensure the Rehabilitation Work Item(s) has been constructed in accordance with the Scope of Rehabilitation and the approved plans.

After disbursement of the maximum amount of Agency Loan proceeds permitted under this Section 1.4, any amounts less than the maximum Agency Loan amount not disbursed to Developer shall be used to reduce the principal amount owing under this Agreement and the Promissory Note.

1.5 **Subordination.** The Deed of Trust may be made subordinate to the deeds of trust to be held by the lender or lenders which are approved by the Agency pursuant to Section 311.1 of the DDA.

1.6 **Assumption.** The Promissory Note shall not be assumable by successors and assigns of Borrower without the prior written consent of the Agency pursuant to Section 603 of the DDA.

2. **Development Requirements.**

2.1 Development and Operation of Development in Compliance with DDA. The Borrower shall acquire, develop, rehabilitate, operate and maintain the Property in compliance with the requirements of the DDA and the Regulatory Agreement.

2.2 Maintenance. The Borrower shall maintain the Property and the Buildings (as defined in the DDA) thereon in good condition, free of debris, waste and graffiti, in a clean and presentable manner, and in compliance with the DDA, the Regulatory Agreement, and all applicable provisions of the Burbank Municipal Code. The Property shall not be demolished (except those Buildings permitted to be demolished under the DDA) or converted to another use without the prior written approval of the Agency. The Property shall be maintained in accordance with this Section 2.2 until the Agency Loan is repaid in full or for the period specified in the DDA and Regulatory Agreement, whichever period is longer. If the Property is not so maintained, and such condition is not corrected within a reasonable period after written notice thereof from the Agency, then the Agency may perform the necessary maintenance and Borrower shall pay such costs as are reasonably incurred for such maintenance.

2.3. Insurance. Borrower shall furnish the Agency with proper evidence of the insurance which is required pursuant to Section 306 of the DDA.

2.4. Indemnification and Hold Harmless. Borrower shall indemnify, hold harmless and defend, with attorney(s) reasonably acceptable to the Agency, the Agency and its officers, elected and appointed boards and officials, employees, representatives and agents, from and against any and all liability, damages, costs, losses, claims and expenses, suits, actions, proceedings and judgments, including attorney fees, however caused, resulting directly or indirectly from or connected with the Rehabilitation, the Property and/or the performance of this Agreement by Borrower or its contractors, subcontractors, agents, employees or other persons acting on its behalf, except to the extent caused by the negligence or willful misconduct of the Agency or its officers, boards, officials, employees, representatives or agents.

2.5. Compliance With Laws. The Borrower shall develop, maintain and operate the Buildings and the Property in conformity with all applicable laws, including all applicable state labor standards, the zoning and development standards of the City of Burbank, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, all applicable environmental laws, all state and federal fair housing laws, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

2.6. Nondiscrimination. Borrower for itself and its successors and assigns, agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, rental, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, leases, sublessees, subtenants, contractors or vendees in the Property.

2.7. **Condition of the Property.**

a. **Borrower Precautions.** Borrower shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which may be located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Borrower shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

b. **Environmental Indemnity.** Borrower shall indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Property, use on the Property, generation on the Property, discharge from the Property, storage on the Property, disposal on or from the Property, or transportation to or from the Property, of any Hazardous Materials during the term of this Agreement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment; provided, however, under no circumstances shall these indemnity obligations of Borrower include any obligation for payment of punitive damages assessed against Agency or City or their officers, employees, agents or representatives.

c. **Definitions.** For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, Los Angeles County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery

Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

2.8 Liens and Stop Notices. Borrower shall use its best efforts to prevent any lien or stop notice from being placed on the Property or any part thereof, except as to those liens which are approved encumbrances under this Agreement or the DDA. If a claim of a lien or stop notice is given or recorded affecting the Property the Borrower shall within thirty (30) days of such recording or service:

a. pay and discharge the same; or

b. effect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

c. provide Agency with indemnification from a title insurance company reasonably acceptable to the Agency against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

3. Borrower's Representations and Warranties. Borrower represents and warrants to Agency as follows:

3.1. Authority. Borrower has full right, power and lawful authority to undertake all obligations as provided herein, and the execution, performance and delivery of this Agreement by Borrower has been fully authorized by all requisite actions on the part of the Borrower. The parties who have executed this Agreement on behalf of Borrower are authorized to bind Borrower by their signatures hereto.

3.2. Litigation. To the best of Borrower's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Borrower or any parties affiliated with Borrower, at law or in equity before any court or governmental agency, domestic or foreign, which if adversely determined, would materially impair the right or ability of Borrower to execute or perform its obligations under this Agreement or any documents required hereby to be executed by Borrower, or which would materially adversely affect the financial condition of Borrower or any parties affiliated with Borrower.

3.3. No Conflict. To the best of Borrower's knowledge, Borrower's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Borrower or any parties affiliated with Borrower is a party or by which it is bound.

3.4. No Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings have been filed or are pending or threatened against the Borrower or any parties affiliated with Borrower, nor are any of such proceedings contemplated by Borrower or any parties affiliated with Borrower.

3.5 **Notice of Changed Conditions.** Until the disbursement of the Agency Loan, Borrower shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3 not to be true in any material respect, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Borrower hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have a material adverse effect on the development and/or operation of the Property. If Agency elects to disburse the Agency Loan to the Borrower following disclosure of such information, Borrower's representations and warranties contained herein shall be deemed to have been made as of the date of the disbursement of the Agency Loan, subject to such exception(s). If following the disclosure of such information the Borrower fails to cure such matter within the time set forth in Section 4 hereof for the cure of defaults, Agency may elect in its sole and exclusive discretion to terminate this Agreement by written notice to the Borrower.

4. **Remedies for Default.** A failure by either party to perform any action or covenant required by this Agreement, the DDA, the Regulatory Agreement, the Promissory Note, the Deed of Trust, or any loan or deed of trust for the acquisition, rehabilitation, or operation of the Property which is senior to the Agency Loan, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such default within ten (10) days if the claimed Default is a failure to pay amounts due pursuant to the Promissory Note, or thirty (30) days from receipt of such notice for all other claimed Defaults hereunder, unless a longer cure period is provided in the DDA, Regulatory Agreement, Promissory Note, Deed of Trust or other applicable document. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within thirty (30) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Borrower is in default on any loan or deed of trust senior to the Agency Loan, the Borrower shall immediately deliver to the Agency a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the Agency shall have the right (but not be obligated to) cure such default. In such event, the Agency shall be entitled to reimbursement from the Borrower of all costs and expenses actually incurred by the Agency in curing such default, plus interest at the rate of seven percent (7%) per annum. The Agency shall be entitled to add such amount to the amounts owing pursuant to the Promissory Note, and secured by the Deed of Trust.

4.1. **Institution of Legal Actions.** In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Agency may also cause all indebtedness of the Borrower under this Agreement and the Promissory Note to become immediately due and payable, and may institute an action for judicial or nonjudicial foreclosure pursuant to the Deed of Trust. Legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county, or in the United States District Court for the Central District of California.

4.2. Acceptance of Service of Process. In the event that any legal action is commenced by the Borrower against Agency, service of process on Agency shall be made by personal service upon the Secretary or Executive Director of Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against the Borrower, service of process shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

4.3. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

4.4. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

4.6. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

5. General Provisions.

5.1. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

To Agency: Redevelopment Agency of the City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: Executive Director

To Borrower: Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, California 91502
Attn: Executive Director

Any written notice, demand or communication shall be deemed received immediately upon personal delivery or two (2) days after deposit in the United States mail; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be effective on the third day from the date of the attempted delivery or deposit in the United States mail.

5.2. Non-Liability of Officials and Employees of Agency and City. No member, official, officer or employee of Agency or the City shall be personally liable to the Borrower, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Borrower or its successors, or on any obligations under the terms of this Agreement. The City is not a party to this Agreement and shall have no obligations hereunder.

5.3. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

5.4. Integration. This Agreement, together with the Promissory Note, Deed of Trust, Form of Residual Receipts Report, DDA, Regulatory Agreement, and other attachments to the DDA, contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Exhibits A, B, and C, which constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

5.5. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

5.6. Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

5.7. Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.8. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full

knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

5.9. Time of Essence. Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.

5.10. Cooperation. Each party shall cooperate with the other in this transaction and, in that regard, sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

5.11 Definitions. Any terms used in this Agreement but not separately defined herein shall have the meaning given to such terms in the DDA.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Agency and the Borrower have executed this Agreement as of the date first set forth above.

"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Mary J. Alvord, Executive Director

Attest:

_____
Margarita Campos, Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Michael J. Garcia, Assistant City Attorney

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit corporation

By: _____
Its:_____

EXHIBIT A

PROMISSORY NOTE

$3,441,000

_____, 200_ Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Nonprofit"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of Three Four Hundred Forty One Thousand Dollars ($3,441,000) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Disposition and Development Agreement, dated _____ ("DDA"), and that certain Loan Agreement, dated _____ ("Agreement"), both executed by the Agency and the Nonprofit. The rights and obligations of the Nonprofit and the Agency under this Note shall be governed by the DDA, the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at three percent (3%) simple interest.

3. **Repayment of Note Amount.** The Note Amount shall be paid by (i) payment of 100% of the proceeds of the Permanent Loan, net of customary closing costs, required to be obtained by Nonprofit pursuant to Section 311.1 of the DDA and (ii) the Nonprofit's annual payment to the Agency of the amount equal to one hundred percent (100%) of the "Residual Receipts" (as defined below) from operation of the Property (as defined in the Agreement), as determined by a residual receipts calculation from the operation of the Property in the preceding calendar year. Annual residual receipts payments shall be made by the Nonprofit by cashier's check and shall be delivered on or before April 1 of each year during the term of this Note, commencing on the first April 1st after the In-Service Date until the Note Amount has been repaid in full. Any remaining portion of the Note Amount shall be due and payable on the thirtieth (30th) anniversary of the date of this Note. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein. As used herein, the "In-Service Date" means the date that is sixty (60) days after the Agency has issued a final Release of Construction Covenants for the Rehabilitation (as defined in the DDA).

As used herein, "Residual Receipts" shall mean Income less the sum of (i) Operating Expenses, (ii) Debt Service, and (iii) Reserve Deposits for each calendar year.

As used in this Note, "Income" shall mean all gross income and all revenues of any kind from the Property in a calendar year, including without limitation, Property rents, late charges,

laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee not greater than five percent (5%) of gross rents from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals, (c) costs of operating the Activity Center (as defined in the DDA), which shall not exceed twelve percent (12%) of effective annual Income, (d) the Affordable Housing Agreements Expenses (as defined in the DDA), which shall not exceed ten percent (10%) of effective annual Income, and (e) other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Nonprofit. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

As used herein, "Debt Service" shall mean all payments to service the debt of the Permanent Loan.

As used herein, "Reserve Deposits" shall mean (a) payments to a capital replacement reserve account in an amount set forth in Section 405 of the DDA; (b) payments to an operating reserve account in the amount set forth in the DDA (2% of effective annual Income);

On or before April 1 of each year commencing on the first April 1st after the In-Service Date, the Borrower shall annually provide the Agency a Residual Receipts report, in the form attached to the Agreement as Exhibit C, which shall describe in detail the annual project Income, Debt Service, Operating Expenses, and Reserve Deposits, and Residual Receipts for that year. The Borrower shall also submit to the Agency, on or before April of each year commencing after the In-Service Date, annual financial statements with respect to the Development that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the DDA, except for a conveyance for financing approved by the Agency pursuant to the DDA; or

b. in the event of a default by the Nonprofit under the DDA, the Agreement, the Regulatory Agreement, the Deed of Trust securing this Note, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

6. Security. This Note is secured by a Deed of Trust, with Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated as of the same date as this Note.

7. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

d. Borrower waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights of interests in or to properties securing of this Note, and the benefit of any exemption under any homestead exemption laws, if applicable.

e. No previous waiver and no failure or delay by Agency in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure or condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

8. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

9. Joint and Several Obligation. Except as otherwise provided in Section 19 herein, this Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors and assigns.

10. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

11. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

12. Borrower Assignment Prohibited. In no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent shall not unreasonably be withheld, except pursuant to a transfer which is permitted or approved under the Loan Agreement or the DDA.

13. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

14. Acceleration and Other Remedies. Upon: (a) the occurrence of an event of Default as defined in the Agreement, or (b) except as otherwise permitted in the DDA, Borrower selling, contracting to sell, giving an option to purchase, conveying, leasing (of the entire site rather than individual apartment units), further encumbering, mortgaging, refinancing, assigning or alienating the Borrower's ownership interest in the Property, whether directly or indirectly, whether voluntarily or involuntarily or by operation of law, or any interest in the Property, or suffering its title, or any interest in the Property to be divested, whether voluntarily or involuntarily, without the consent of the Agency, Agency may, at Agency's option, declare the outstanding principal amount of this Note, and other charges hereunder, and all other sums secured by the Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. Agency shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such Agency may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the Agency in exercising any right hereunder, under the Agreement or under the Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of Agency's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

15. Consents. Borrower hereby consents to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Borrower, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Borrower or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

16. Successors and Assigns. Whenever "Agency" is referred to in this Note, such reference shall be deemed to include the Redevelopment Agency of the City of Burbank and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Borrower, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the Agency and Agency's successors and assigns.

17. Usury. It is the intention of Borrower and Agency to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

a. the provisions of this paragraph shall govern and control;

b. neither Borrower nor Borrower's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;

c. any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Note by Agency or, if this Note shall have been paid in full, refunded to Borrower; and

d. the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined below), allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to Agency for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of California, the United States of America, or any other jurisdiction which has application to the interest and other charges under this Note. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that Agency may from time to time charge Borrower, and under which Borrower would have no claim or defense of usury under the Interest Law.

18. Miscellaneous. Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Los Angeles or the United States District Court of the Central District of California, as Agency hereof may deem appropriate, or, if required, the Municipal Court of the State of California for the County of Los Angeles, in connection with any legal action or proceeding arising out of or relating to this Note. Borrower also waives any objection regarding personal or in rem jurisdiction or venue.

19. No Personal Liability. In the event of any default under the terms of this Note or the Deed of Trust, the sole recourse of the Agency for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Borrower and its partners shall not be personally liable for the payment of this Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the Agency may have (as a secured party or otherwise) hereunder or under the Agreement or Deed of Trust to recover directly from Borrower any amounts secured by the Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by Agency as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the Agency in connection thereof (including without limitation reasonable attorneys' fees and costs).

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit corporation

By: _____

Its: _____

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency
of the City of Burbank
275 East Olive Avenue
Burbank, California 91502
Attention: Agency Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DEED OF TRUST
WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), made as of _____, 200_ is entered into by and between BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Trustor"), _____ ("Trustee"), and the REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic ("Beneficiary").

ARTICLE 1. GRANT IN TRUST

1.1 GRANT. For the purposes of and upon the terms and conditions in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, IN TRUST FOR THE BENEFIT OF BENEFICIARY, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, all of Trustor's right, title and interest, whether now owned or hereafter acquired, in and to that certain real property located in the City of Burbank, County of Los Angeles, State of California, described on Exhibit 1 attached hereto (the "Real Property"), including, but not necessarily limited to, (i) Trustor's fee interest in the Real Property, (ii) all buildings and other improvements and fixtures now or hereafter located on the Real Property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the Real Property, it being intended by the parties that all such items shall be conclusively considered to be a part of the Real Property, whether or not attached or affixed to the Real Property (collectively, the "Improvements"); (iii) all development rights or credits, air rights, water, water rights and water stock related to the Real Property, the Lease or the Improvements (the Real Property, the Lease and the Improvements are collectively referred to herein as the "Property"); (iv) all minerals, oil and gas, and other hydrocarbon substances in, on or under the Property, (v) all appurtenances, easements, rights and rights of way appurtenant or related to the Property; (vi) all interest or estate which Trustor may hereafter acquire in any of the property described above; and (vii) all additions and accretions to, and the proceeds of, any of the foregoing (all of the foregoing being collectively referred to as the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

1.2 **ADDRESS.** The subject property is located at 1729-1735 Elliot Drive, 1801 – 1815 Grismer Avenue and 1819 Grismer Avenue, Burbank, California. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Deed of Trust on the Subject Property as described on Exhibit A.

ARTICLE 2. OBLIGATIONS SECURED

2.1 **OBLIGATIONS SECURED**. Trustor makes this grant and assignment for the purpose of securing the following obligations ("Secured Obligations"):

a. Payment to Beneficiary of all sums at any time owing under that certain Promissory Note ("Note") of even date herewith, in the principal amount of Three Million Four Hundred Forty One Thousand Dollars ($3,441,000), as executed by Trustor and payable to the order of Beneficiary, as lender; and

b. Payment and performance of all covenants and obligations of Trustor under that certain "Loan Agreement" between Trustor and Beneficiary, dated _____ and that certain Disposition and Development Agreement ("DDA") between the Trustor (or predecessor thereof) and Beneficiary, dated _____; and

c. Payment and performance of all covenants and obligations of Trustor under this Deed of Trust; and

d. Payment and performance of all future advances and other obligations that the then owner of all or part of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

e. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 **OBLIGATIONS**. The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all principal, interest, prepayment charges (if any), late charges, other charges, payments, and loan fees at any time accruing or assessed on any of the Secured Obligations.

2.3 **INCORPORATION**. All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference. Any and all persons or entities who may have or acquire an interest in the Subject Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note may permit borrowing, repayment and re-borrowing so that repayments shall not reduce the amounts of the Secured Obligations; and (b) the rate of interest on one or more Secured Obligations may vary from time to time.

ARTICLE 3. ASSIGNMENT OF LEASES AND RENTS

3.1 ASSIGNMENT. Trustor hereby irrevocably assigns to Beneficiary, subject to any prior assignment to Trustor's lenders, all of Trustor's right, title and interest in, to and under: (a) all leases of the Subject Property or any portion thereof, all licenses and agreements relating to the management, leasing or operation of the Subject Property or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Subject Property or any portion thereof, whether now existing or entered into after the date hereof ("Leases"); and (b) the rents, issues, deposits and profits of the Subject Property, including, without limitation, all amounts payable and all rights and benefits accruing to Trustor under the Leases ("Payments"). The term "Leases" shall also include all guarantees of and security for the lessees' performance thereunder, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder. This is a present and absolute assignment, not an assignment for security purposes only, and Beneficiary's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Subject Property.

3.2 GRANT OF LICENSE. Beneficiary confers upon Trustor a license ("License"), subject to any prior license conferred upon Trustor's lenders, to collect and retain the Payments as they become due and payable, until the occurrence of a Default (as hereinafter defined). Upon a Default, the License shall be automatically revoked and Beneficiary may collect and apply the Payments pursuant to Section 6.4 without notice and without taking possession of the Subject Property. Trustor hereby irrevocably authorizes and directs the lessees under the Leases to rely upon and comply with any notice or demand by Beneficiary for the payment to Beneficiary of any rental or other sums which may at any time become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases, and the lessees shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing hereunder. Trustor hereby relieves the lessees from any liability to Trustor by reason of relying upon and complying with any such notice or demand by Beneficiary.

3.3 EFFECT OF ASSIGNMENT. The foregoing irrevocable Assignment shall not cause Beneficiary to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Subject Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Subject Property by the lessees under any of the Leases or any other parties; for any dangerous or defective condition of the Subject Property; or for any negligence in the management, upkeep, repair or control of the Subject Property resulting in loss or injury or death to any Lessee, licensee, employee, invitee or other person or entity. Beneficiary shall not directly or indirectly be liable to Trustor or any other person or entity as a consequence of: (i) the exercise or failure to exercise any of the rights, remedies or powers granted to Beneficiary hereunder; or (ii) the failure or refusal of Beneficiary to perform or discharge any obligation, duty or liability of Trustor arising under the Leases.

3.4 REPRESENTATIONS AND WARRANTIES. Trustor represents and warrants that as of the date of this Deed of Trust there are no existing Leases.

3.5 COVENANTS. Trustor covenants and agrees at Trustor's sole cost and expense to: (a) perform the obligations of lessor contained in the Leases and enforce by all available remedies performance by the lessees of the obligations of the lessees contained in the Leases; (b) exercise Trustor's best efforts to lease all of the apartment units within the Subject Property at all times upon the completion of construction of the Improvements; (c) deliver to Beneficiary fully executed, counterpart original(s) of each and every Lease if requested to do so; and (d) execute and record such additional assignments of any Lease or specific subordinations of any Lease to the Deed of Trust, in form and substance acceptable to Beneficiary, as Beneficiary may request. Trustor shall not, without Beneficiary's prior written consent, except as otherwise permitted pursuant to the Loan Agreement: (i) enter into any Leases after the date of this Assignment except leases in the ordinary course of Trustor's business and on the lease form approved by Beneficiary; (ii) execute any other assignment relating to any of the Leases; (iii) discount any rent or other sums due under the Leases or collect the same in advance, other than to collect rent one (1) month in advance of the time when it becomes due; (iv) terminate, modify or amend any of the terms of the Leases or in any manner release or discharge the lessees from any obligations thereunder except in the ordinary course of Trustor's business; (v) consent to any assignment or subletting by any lessee; or (vi) subordinate or agree to subordinate any of the Leases to any other deed of trust or encumbrance, except as required to obtain financing for the Subject Property. Any such attempted action in violation of the provisions of this Section 3.5 shall be null and void. Without in any way limiting the requirement of Beneficiary's consent hereunder, any sums received by Trustor in consideration of any termination (or the release or discharge of any lessee) modification or amendment of any Lease shall be applied to reduce the outstanding Secured Obligations and any such sums received by Trustor shall be held in trust by Trustor for such purpose.

3.6 ESTOPPEL CERTIFICATES. Within thirty (30) days after written request by Beneficiary, Trustor shall deliver to Beneficiary and to any party designated by Beneficiary estoppel certificates executed by Trustor and by each of the lessees, in recordable form, certifying (if such be the case): (a) that the foregoing assignment and the Leases are in full force and effect; (b) the date of each lessee's most recent payment of rent; (c) that there are no defenses or offsets outstanding, or stating those claimed by Trustor or lessees under the foregoing assignment or the Leases, as the case may be; and (d) any other information reasonably requested by Beneficiary.

ARTICLE 4. SECURITY AGREEMENT AND FIXTURE FILING

4.1 SECURITY INTEREST. Trustor hereby grants and assigns to Beneficiary, as of the effective date of the Loan Agreement, a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following described personal property in which Trustor now or at any time hereafter has any interest (collectively, the "Collateral"):

> All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use thereon, (i) the Real Property described on Exhibit 1 attached hereto and incorporated by reference herein (to the extent the same are not effectively made a part of the Real Property pursuant to Section 1.1 above) or (ii) the improvements constructed or to be constructed on the Subject Property, as described in the Disposition and Development Agreement between Trustor and Beneficiary, dated _____, 2000 (which real property and improvements are, pursuant to Section 1.1 above, collectively referred to herein, along with the other property described

in Section 1.1 above, as the Subject Property); together with all rents, issues, deposits and profits of the Subject Property (to the extent, if any, they are not subject to Article III); all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Subject Property or any business now or hereafter conducted thereon by Trustor; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all deposits or other security now or hereafter made with or given to utility companies by Trustor with respect to the Subject Property; all advance payments of insurance premiums made by Trustor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a security agreement and a fixture filing under Sections 9105, 9313 and 9402(6) of the California Uniform Commercial Code, as amended or recodified from time to time, and is acknowledged and agreed to be a "construction mortgage" under such Sections. Trustor is the "debtor" and Beneficiary is the "secured party". Beneficiary's security interest in the Collateral shall be junior and subject to the prior security interest of Trustor's lender(s) for the Subject Property.

4.2 REPRESENTATIONS AND WARRANTIES. Trustor represents and warrants that: (a) Trustor has, or will have, good title to the Collateral; (b) Trustor has not previously assigned or encumbered the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity except to construction and permanent lenders approved by Beneficiary; and (c) Trustor's principal place of business is located at the address shown in Section 7.8.

4.3 RIGHTS OF BENEFICIARY. In addition to Beneficiary's rights as a "secured party" under the California Uniform Commercial Code, as amended or recodified from time to time ("UCC"), Beneficiary may, but shall not be obligated to, at any time without notice and at the expense of Trustor: (a) give notice to any person or entity of Beneficiary's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Beneficiary therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Trustor under or from the Collateral. Notwithstanding the above, in no event shall Beneficiary be deemed to have accepted any property other than cash in satisfaction of any obligation of Trustor to Beneficiary unless Beneficiary shall make an express written election of said remedy under UCC §9505, or other applicable law.

4.4 RIGHTS OF BENEFICIARY ON DEFAULT. Upon the occurrence of a Default (hereinafter defined) under this Deed of Trust, then in addition to all of Beneficiary's rights as a "secured party" under the UCC or otherwise at law:

a. Beneficiary may (i) upon written notice, require Trustor to assemble any or all of the Collateral and make it available to Beneficiary at a place designated by Beneficiary; (ii) without prior notice, enter upon the Subject Property or other place where any of the Collateral may be located and take possession of, collect, sell, and dispose of any or all of the Collateral, and store the same at locations acceptable to Beneficiary at Trustor's expense; (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become purchaser at any such sales; and

b. Beneficiary may, for the account of Trustor and at Trustor's expense: (i) operate, use, consume, sell or dispose of the Collateral as Beneficiary deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Beneficiary may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Trustor in connection with or on account of any or all of the Collateral.

Notwithstanding any other provision hereof, Beneficiary shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Trustor to Beneficiary unless Trustor shall make an express written election of said remedy under UCC §9505, or other applicable law.

4.5 POWER OF ATTORNEY. Trustor hereby irrevocably appoints Beneficiary as Trustor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Beneficiary may, without the obligation to do so, in Beneficiary's name, or in the name of Trustor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Beneficiary's security interests and rights in or to any of the Collateral, and, upon a Default hereunder, take any other action required of Trustor; provided, however, that Beneficiary as such attorney-in-fact shall be accountable only for such funds as are actually received by Beneficiary.

4.6 POSSESSION AND USE OF COLLATERAL. Except as otherwise provided in this Section, or any other Loan Documents (as defined in the Loan Agreement), so long as no Default exists under this Deed of Trust, Trustor may possess, use, move, transfer or dispose of any of the Collateral in the ordinary course of Trustor's business and in accordance with the Loan Agreement and Disposition and Development Agreement.

ARTICLE 5. RIGHTS AND DUTIES OF THE PARTIES

5.1 TITLE. Trustor represents and warrants that, except as disclosed to Beneficiary in a writing which refers to this warranty, Trustor lawfully holds and possesses valid title to the Subject Property without limitation on the right to encumber.

5.2 TAXES AND ASSESSMENTS. Subject to Trustor's right to in good faith contest payment of taxes, Trustor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest . Trustor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Beneficiary by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Beneficiary pursuant to any Secured Obligation; *provided, however*,

Trustor shall have no obligation to pay taxes which may be imposed from time to time upon Beneficiary and which are measured by and imposed upon Beneficiary's net income.

5.3 TAX AND INSURANCE IMPOUNDS. At Beneficiary's option and upon its demand, Trustor, shall, until all Secured Obligations have been paid in full, pay to Beneficiary monthly, annually or as otherwise directed by Beneficiary an amount estimated by Beneficiary to be equal to: (a) all taxes, assessments and levies imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Beneficiary determines that any amounts paid by Trustor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Beneficiary shall notify Trustor of the increased amounts required to pay all amounts due, whereupon Trustor shall pay to Beneficiary within thirty (30) days thereafter the additional amount as stated in Beneficiary's notice. All sums so paid shall not bear interest, except to the extent and in any minimum amount required by law; and Beneficiary shall, unless Trustor is otherwise in Default hereunder or under any Secured Obligation, apply said funds to the payment of, or at the sole option of Beneficiary release said funds to Trustor for the application to and payment of, such sums, taxes, assessments, levies, charges, and insurance premiums. Upon Default by Trustor hereunder or under any Secured Obligation, Beneficiary may apply all or any part of said sums to any Secured Obligation and/or to cure such Default, in which event Trustor shall be required to restore all amounts so applied, as well as to cure any other events or conditions of Default not cured by such application. Upon assignment of this Deed of Trust, Beneficiary shall have the right to assign all amounts collected and in its possession to its assignee whereupon Beneficiary and its Trustee shall be released from all liability with respect thereto. Within ninety-five (95) days following full repayment of the Secured Obligations (other than full repayment of the Secured Obligations as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing the Secured Obligations) or at such earlier time as Beneficiary may elect, the balance of all amounts collected and in Beneficiary's possession shall be paid to Trustor and no other party shall have any right or claim thereto.

5.4 PERFORMANCE OF SECURED OBLIGATIONS. Trustor shall promptly pay and perform each Secured Obligation when due.

5.5 LIENS, ENCUMBRANCES AND CHARGES. Trustor shall immediately discharge any lien not approved by Beneficiary in writing that has or may attain priority over this Deed of Trust, subject to the requirements of the Loan Agreement with respect to mechanic's liens. Trustor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Subject Property or any interest therein, whether senior or subordinate hereto.

5.6 DAMAGES; INSURANCE AND CONDEMNATION PROCEEDS.

a. The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Trustor to Beneficiary and, at the request of Beneficiary, shall be paid directly to Beneficiary: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Subject Property; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Subject Property; (iii) all proceeds

of any insurance policies payable by reason of loss sustained to all or any part of the Subject Property; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law, and without regard to any requirement contained in Section 5.7(d), Beneficiary may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in any order, and/or Beneficiary may release all or any part of the proceeds to Trustor upon any conditions Beneficiary may impose. Beneficiary may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Beneficiary; provided, however, in no event shall Beneficiary be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

b. At its reasonable option, Beneficiary may permit insurance or condemnation proceeds held by Beneficiary to be used for repair or restoration but may condition such application upon reasonable conditions, including, without limitation: (i) the deposit with Beneficiary of such additional funds which Beneficiary determines are needed to pay all costs of the repair or restoration, (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) the establishment of an arrangement for lien releases and disbursement of funds acceptable to Beneficiary; (iii) the delivery to Beneficiary of plans and specifications for the work, a contract for the work signed by a contractor acceptable to Beneficiary, a cost breakdown for the work and a payment and performance bond for the work, all of which shall be acceptable to Beneficiary; and (iv) the delivery to Beneficiary of evidence acceptable to Beneficiary (aa) that after completion of the work the income from the Subject Property will be sufficient to pay all expenses and debt service for the Subject Property; (bb) of the continuation of Leases acceptable to and required by Beneficiary; (cc) that upon completion of the work, the size, capacity and total value of the Subject Property will be at least as great as it was before the damage or condemnation occurred; (dd) that there has been no material adverse change in the financial condition or credit of Trustor since the date of this Deed of Trust; and (ee) of the satisfaction of any additional conditions that Beneficiary may reasonably establish to protect its security. Trustor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within thirty (30) days of receipt by Beneficiary of such insurance or condemnation proceeds, then Beneficiary may apply such insurance or condemnation proceeds to pay down principal of the Secured Obligations in such order and amounts as Beneficiary in its sole discretion may choose.

5.7 MAINTENANCE AND PRESERVATION OF THE SUBJECT PROPERTY. Trustor covenants, subject to the provisions of the Loan Agreement: (a) to insure the Subject Property against such risks as Beneficiary may reasonably require and, at Beneficiary's request, to provide evidence of such insurance to Beneficiary, and to comply with the requirements of any insurance companies insuring the Subject Property; (b) to keep the Subject Property in good condition and repair; (c) not to remove or demolish the Subject Property or any part thereof, not to alter, restore or add to the Subject Property and not to initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property without Beneficiary's prior written consent; (d) to complete or restore promptly and in good and workmanlike manner the Subject Property, or any part thereof which may be damaged or destroyed, but only to the extent of available insurance proceeds required of Trustor; (e) to comply with all laws, ordinances, regulations and standards, and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Subject Property and pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; (f) not to commit or permit waste of

the Subject Property; and (g) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

5.8 DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS. At Trustor's sole expense, Trustor shall protect, preserve and defend the Subject Property and title to and right of possession of the Subject Property, the security hereof and the rights and powers of Beneficiary and Trustee hereunder against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any damage to the Subject Property and of any condemnation offer or action.

5.9 ACCEPTANCE OF TRUST; POWERS AND DUTIES OF TRUSTEE. Trustee accepts this trust when this Deed of Trust is recorded. From time to time upon written request of Beneficiary and presentation of this Deed of Trust or a certified copy thereof for endorsement, and without affecting the personal liability of any person or entity for payment of any indebtedness or performance of any obligations secured hereby, Trustee may, without liability therefor and without notice: (a) reconvey all or any part of the Subject Property; (b) consent to the making of any map or plat thereof; and (c) join in any grant of easement thereon, any declaration of covenants and restrictions, or any extension agreement or any agreement subordinating the lien or charge of this Deed of Trust. Except as may be required by applicable law, Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trust hereunder and the enforcement of the rights and remedies available hereunder, and may obtain orders or decrees directing or confirming or approving acts in the execution of said trust and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding, including, without limitation, actions in which Trustor, Beneficiary or Trustee shall be a party unless held or commenced and maintained by Trustee under this Deed of Trust. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of the act is requested in writing and Trustee is reasonably indemnified and held harmless against loss, cost, liability or expense.

5.10 COMPENSATION; EXCULPATION; INDEMNIFICATION.

a. Trustor shall pay Trustee's fees and reimburse Trustee for expenses in the administration of this trust, including attorneys' fees. Trustor shall pay to Beneficiary reasonable compensation for services rendered concerning this Deed of Trust, including without limit any statement of amounts owing under any Secured Obligation. Beneficiary shall not directly or indirectly be liable to Trustor or any other person or entity as a consequence of (i) the exercise of the rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Trustor under any agreement related to the Subject Property or under this Deed of Trust; or (iii) any loss sustained by Trustor or any third party resulting from Beneficiary's failure to sell, lease or sublease the Subject Property after a Default (hereinafter defined) or from any other act or omission of Beneficiary in managing the Subject Property after a Default, unless the loss is caused by the gross negligence or willful misconduct of Beneficiary, and no such liability shall be asserted against or imposed upon Beneficiary, and all such liability is hereby expressly waived and released by Trustor.

b. Trustor indemnifies Trustee and Beneficiary against, and holds Trustee and Beneficiary harmless from, all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value,

and other expenses which either may suffer or incur: (i) by reason of this Deed of Trust; (ii) by reason of the execution of this trust or in performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Trustor to perform Trustor's obligations; or (iv) by reason of any alleged obligation or undertaking on Beneficiary's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, unless the loss is caused by the gross negligence or willful misconduct of Trustee or Beneficiary, as applicable. The above obligation of Trustor to indemnify and hold harmless Trustee and Beneficiary shall survive the release and cancellation of the Secured Obligations and the release and reconveyance or partial release and reconveyance of this Deed of Trust. Notwithstanding the foregoing, however, under no circumstances shall these indemnity obligations of Trustor include any obligation for payment of punitive damages assessed against Beneficiary or Trustee or their officers, employees, agents or representatives.

c. Trustor shall pay all amounts and indebtedness arising under this Section 5.10 immediately upon demand by Trustee or Beneficiary together with interest thereon from the date the indebtedness arises at the rate of interest then applicable to the principal balance of the Note as specified therein.

5.11 SUBSTITUTION OF TRUSTEES. From time to time, by a writing, signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the County in which the Subject Property is situated, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall set forth any information required by law. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this Section 5.11 shall be conclusive proof of the proper substitution of such new Trustee.

5.12 DUE ON SALE OR ENCUMBRANCE. Except as permitted by the DDA, if the Subject Property or any interest therein shall be sold, assigned, leased, subleased, transferred (including, without limitation, through sale or transfer of a majority or controlling interest of the corporate stock or general partnership interests or limited liability company interests of Trustor), mortgaged, collaterally assigned, or further encumbered (other than leases of individual apartment units within the Improvements), whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Beneficiary, THEN Beneficiary, in its sole discretion, may declare all Secured Obligations immediately due and payable.

5.13 RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under the Secured Obligations ("Interested Parties"), Beneficiary may, from time to time, release any person or entity from liability for the payment or performance of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, or accept additional security or release all or a portion of the Subject Property and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of this Deed of Trust upon the Subject Property.

5.14 RECONVEYANCE. Upon Beneficiary's written request, and upon surrender to Trustee for cancellation of this Deed of Trust or a certified copy thereof and any note, instrument, or instruments setting forth all obligations secured hereby, Trustee shall reconvey, without warranty, the Subject Property or that portion thereof then held hereunder. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto" and the recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons or entities claiming to be rightful grantees of any reconveyance. When the Subject Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Subject Property to the person or persons legally entitled thereto.

5.15 SUBROGATION. Beneficiary shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Beneficiary pursuant to this Deed of Trust or by the proceeds of any loan secured by this Deed of Trust.

5.16 RIGHT OF INSPECTION. Beneficiary, its agents and employees, may enter the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Trustor's compliance with the terms hereof.

ARTICLE 6. DEFAULT PROVISIONS

6.1 DEFAULT. For all purposes hereof, the term "Default" shall mean (a) at Beneficiary's option, the failure of Trustor to make any payment of principal or interest on the Note or to pay any other amount due hereunder or under the Note when the same is due and payable, within ten (10) days after receipt of written notice from Beneficiary; or (b) the failure of Trustor to perform any non-monetary obligation hereunder, or the failure to be true of any representation or warranty of Trustor contained herein and the continuance of such failure for thirty (30) days after notice from Beneficiary (or such longer grace period as may be provided pursuant to the Loan Agreement for such failure or the existence of any default under the Loan Agreement), or if it is not reasonably practicable to cure or remedy such failure within such thirty (30) day period, then Trustor shall not be deemed to be in default if Trustor shall commence such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

6.2 RIGHTS AND REMEDIES. At any time after Default, Beneficiary and Trustee shall each have all the following rights and remedies:

a. With or without notice, to declare all Secured Obligations immediately due and payable;

b. With or without notice, and without releasing Trustor from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or Default of Trustor and, in connection therewith, to enter upon the Subject Property and do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee under this Deed of Trust; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of either Beneficiary or Trustee, is or may be senior in priority to this

Deed of Trust, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; (iii) to obtain insurance; (iv) to pay any premiums or charges with respect to insurance required to be carried under this Deed of Trust; or (v) to employ counsel, accountants, contractors and other appropriate persons.

c. To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Trustor hereunder, and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Trustor waives the defense of laches and any applicable statute of limitations;

d. To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Trustor hereby consents to such appointment;

e. To enter upon, possess, manage and operate the Subject Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Trustor or the then owner of the Subject Property, to make, terminate, enforce or modify Leases of the Subject Property upon such terms and conditions as Beneficiary deems proper, to make repairs, alterations and improvements to the Subject Property as necessary, in Trustee's or Beneficiary's sole judgment, to protect or enhance the security hereof;

f. To execute a written notice of such Default and of its election to cause the Subject Property to be sold to satisfy the Secured Obligations. As a condition precedent to any such sale, Trustee shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Trustor except as required by law, shall sell the Subject Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Beneficiary in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Trustor nor any other person or entity other than Beneficiary shall have the right to direct the order in which the Subject Property is sold. Subject to requirements and limits imposed by law, Trustee may from time to time postpone sale of all or any portion of the Subject Property by public announcement at such time and place of sale. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person or entity, including Trustee, Trustor or Beneficiary may purchase at the sale;

g. To resort to and realize upon the security hereunder and any other security now or later held by Beneficiary concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Trustee and Beneficiary, or either of them, determine in their sole discretion.

h. Upon sale of the Subject Property at any judicial or non-judicial foreclosure, Beneficiary may credit bid (as determined by Beneficiary in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, Beneficiary may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Beneficiary in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Beneficiary with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Beneficiary anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g. commissions, attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Subject Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Beneficiary; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Beneficiary (in its sole and absolute discretion) deems appropriate. In regard to the above, Trustor acknowledges and agrees that: (w) Beneficiary is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Beneficiary any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Beneficiary's credit bid need not have any relation to any loan-to-value ratios previously discussed between Trustor and Beneficiary; and (z) Beneficiary's credit bid may be (at Beneficiary's sole and absolute discretion) higher or lower than any appraised value of the Subject Property.

6.3 APPLICATION OF FORECLOSURE SALE PROCEEDS. After deducting all costs, fees and expenses of Trustee, and of this trust, including, without limitation, cost of evidence of title and attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, Trustee shall apply all proceeds of any foreclosure sale: (a) to payment of all sums expended by Beneficiary under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (b) to payment of all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.

6.4 APPLICATION OF OTHER SUMS. All sums received by Beneficiary under Section 6.2 or Section 3.2, less all costs and expenses incurred by Beneficiary or any receiver under Section 6.2 or Section 3.2, including, without limitation, attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Beneficiary shall determine in its sole discretion; *provided, however*, Beneficiary shall have no liability for funds not actually received by Beneficiary.

6.5 NO CURE OR WAIVER. Neither Beneficiary's nor Trustee's nor any receiver's entry upon and taking possession of all or any part of the Subject Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Beneficiary or Trustee or any receiver shall cure or waive any breach, Default or notice of default under this Deed of Trust, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and Trustor has cured all other defaults), or impair the status of the

security, or prejudice Beneficiary or Trustee in the exercise of any right or remedy, or be construed as an affirmation by Beneficiary of any tenancy, lease or option or a subordination of the lien of this Deed of Trust.

6.6 PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES. Trustor agrees to pay to Beneficiary immediately and without demand all costs and expenses incurred by Trustee and Beneficiary pursuant to Section 6.2 (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not) with interest from the date of expenditure until said sums have been paid at the rate of interest then applicable to the principal balance of the Note as specified therein. In addition, Trustor shall pay to Trustee all Trustee's fees hereunder and shall reimburse Trustee for all expenses incurred in the administration of this trust, including, without limitation, any attorneys' fees.

6.7 POWER TO FILE NOTICES AND CURE DEFAULTS. Trustor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment or further assurance with respect to the Leases and Payments in favor of the grantee of any such deed, as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Collateral, and (d) upon the occurrence of an event, act or omission which, with notice or passage of time or both, would constitute a Default, Beneficiary may perform any obligation of Trustor hereunder; *provided, however*, that: (i) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (ii) Beneficiary shall not be liable to Trustor or any other person or entity for any failure to act under this Section.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 NO MERGER. No merger shall occur as a result of Beneficiary's acquiring any other estate in, or any other lien on, the Subject Property unless Beneficiary consents to a merger in writing. If both the lessor's and lessee's estate under any lease or any portion thereof which now or hereafter constitutes a part of Subject Property shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Subject Property pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Subject Property shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

7.2 WAIVER OF MARSHALLING RIGHTS. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the

Subject Property, hereby waives all rights to have the Subject Property and/or any other property, including, without limitation, the Collateral, which is now or later may be security for any Secured Obligation ("Other Property") marshaled upon any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of the Secured Obligations. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Subject Property and any or all of the Collateral or Other Property as a whole or in separate parcels, in any order that Beneficiary may designate.

7.3 RULES OF CONSTRUCTION. When the identity of the parties or other circumstances make it appropriate the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Subject Property" means all and any part of the Subject Property and any interest in the Subject Property.

7.4 SUCCESSORS IN INTEREST. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto; *provided, however*, that this Section 7.4 does not waive or modify the provisions of Section 5.12.

7.5 EXECUTION IN COUNTERPARTS. This Deed of Trust may be executed in any number of counterparts, each of which, when executed and delivered to Beneficiary, will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

7.6 CALIFORNIA LAW. This Deed of Trust shall be construed in accordance with the laws of the State of California, except to the extent that Federal laws preempt the laws of the State of California.

7.7 INCORPORATION. Exhibit 1 as attached, is incorporated into this Deed of Trust by this reference.

7.8 NOTICES. All notices or other communications required or permitted to be given pursuant to the provisions of this Deed of Trust shall be in writing and shall be considered as properly given if delivered personally or sent by first class U.S. mail, postage prepaid, except that notice of a Default may be sent by certified mail, return receipt requested, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon receipt at the addresses set forth below. For purposes of notice, the addresses of the parties shall be:

Trustor: Burbank Housing Corporation

[INSERT ADDRESS HERE.]

Beneficiary: Redevelopment Agency of the City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attention: Assistant Executive Director

Trustee: _____

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove. Trustor shall forward to Beneficiary, without delay, any notices, letters or other communications delivered to the Subject Property or to Trustor naming Beneficiary, "Lender" or the "Construction Lender" or any similar designation as addressee, or which could reasonably be deemed to affect the construction of the Improvements or the ability of Trustor to perform its obligations to Beneficiary under the Note.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year set forth above.

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit corporation

By: _____
Its: _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

EXHIBIT 1

DESCRIPTION OF SUBJECT PROPERTY

ATTACH NOTARY PAGE(S) HERE

EXHIBIT C

FORM OF RESIDUAL RECEIPTS REPORT

Redevelopment Agency of the City of Burbank
La Dolce Vita Senior Housing Project

Residual Receipts Report
for the Year Ending_____

Date Prepared _____

Please complete the following information and execute the certification at the bottom of this form.

Annual Income

Please report Annual Income for the year ending _____ on the following lines:

Rent Payments (including Section 8 tenant assistance payments, if any)	(1)	$_____
Interest Income (do **not** include interest income from replacement and operating reserves nor interest income on tenant security deposits)	(2)	$_____
Additional Income Related to Property Operations (for example, vending machine income or tenant forfeited deposits)	(3)	$_____
Total Annual Income (Add lines 1, 2, and 3)	(4)	$_____

Operating Expenses

Please report Operating Expenses incurred in relation to the operations of the Project for the year ending _____, on the following lines:

Operating and Maintenance Expenses	(5)	$_____
Utilities	(6)	$_____
Property management Expenses and On-Property Staff Payroll	(7)	$_____
Administrative Expenses Incurred by Project	(8)	$_____
Property Taxes or Payments made in lieu thereof	(9)	$_____
Insurance	(10)	$_____

Other Expenses Related to Operations of the Project (11) $_____
Please list these expenses: Activity Center Expenses, Affordable Housing Agreements Expenses per Sections 100 and 405 of the DDA_____
_____
_____
_____
_____

Obligated Debt Service Payments (as approved by the Agency and other parties that may have such approval rights) (12) $_____

Scheduled Deposits to Reserves (as approved by the Agency) (13) $_____

Total Annual Operating Expenses (16) $_____
(Add lines 5, 6, 7, 8, 9, 10, 11, 12, and 13)

Net Operating Income (Subtract Line 16 from Line 4) (17) $_____

Residual Receipts for Year Ending _____ (18) $_____
(Subtract Line 17 from Line 13)

Percentage of Residual Receipts to be Paid to the Agency (as shown in the Promissory Note by and between the Agency and Borrower dated _____) (19) 100%

Amount Payable to the Agency (Multiply Line 18 by Line 19) (20) $_____

The amount payable to the Agency listed on Line 2 is subject to payment according to the terms of the Promissory Note by the Borrower and in favor of the Agency, dated _____. Remit check in amount of line 20 and attach this report.

Computation of Residual Receipts for the Year Ending _____

The following certification should be executed by the Executive Director or Chief Financial Officer of the Borrower, or the Managing General Partner of the Borrower.

I certify that the information provided in this form is true, accurate, and correct in all respects.

_____ _____

Date

By:_____
(Print Name)

(Title)

mount **Disbursed** **Disbursement**

ATTACHMENT NO. 8

RECORDING REQUESTED BY:)
AND WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: Assistant Executive Director)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of _____, 2003, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Disposition and Development Agreement between the Agency and the Nonprofit, dated as of _____, 2003 (the "DDA"), the Nonprofit has leased real property comprising of land and ten multifamily apartment buildings (the "Buildings") in the City of Burbank, located at 1801, 1807, 1811, 1813, 1815, and 1819 Grismer Avenue and 1729-1735 Elliott Drive (collectively, the "Property"). The Property is further described in the Legal Description which is attached hereto as Exhibit A, and depicted in the Map which is attached hereto as Exhibit B, which are both incorporated herein.

B. Pursuant to the DDA, the Nonprofit has agreed to rehabilitate the Property including the demolition of the buildings on 1807 and 1819 Grismer Avenue and construct an activity center on 1819 Grismer Avenue. The Nonprofit has further agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low and Lower Income Households.

C. The execution and recording of this Agreement is a requirement of the DDA.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Activity Center" is defined in Section 406 hereof.

"Activity Center Expenses" is defined in Section 405 hereof.

"Affordable Housing Agreements Expenses" shall mean the reasonable and necessary operating expenses of the Nonprofit, attributable to the rental and operation of the Buildings, or with respect to the rental or operation of any real property owned by Nonprofit which is the subject of an affordable housing agreement between Nonprofit and either the Agency or the City. Affordable Housing Agreements Expenses shall include without limitation the cost of salaries, wages and other compensation of the employees of the Nonprofit, employee education, training and travel, rent, taxes, property, liability, automobile and directors' and officers' insurance, utilities, copying, postage and other communications costs, equipment, materials and supplies attributable to the operation of the Buildings or other Nonprofit properties subject to affordable housing agreements. As used herein, "affordable housing agreement" means any agreement between or among Nonprofit and City, Agency, and/or Housing Authority, in which Nonprofit agreed to long-term affordability covenants in accordance with either federal, state, or local affordable housing laws and/or regulations.

"Affordable Rent" shall have the meaning set forth in Health and Safety Code Section 50053 and in Section 402.5 hereof.

"Affordability Period" shall mean the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement, as set forth in Section 402.2 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Regulatory Agreement between the Agency and the Nonprofit.

"Buildings" means those multifamily apartment buildings located on the Property and remaining after the Rehabilitation pursuant to the DDA.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"CRL Lower Income Rent" shall have the meaning ascribed to it under Health and Safety Code Section 50053(b)(3), as it may amended. As of the Date of Agreement, CRL Lower

Income Rent is defined as the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for that unit. For those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, CRL Lower Income Rent shall be defined as thirty percent of gross income of the household.

"CRL Very Low Income Rent" shall have the meaning ascribed to it under Health and Safety Code Section 50053(b)(2). As of the Date of Agreement, CRL Very Low Income Rent is defined as the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for that unit.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"DDA" means the Disposition and Development Agreement by and between the Agency and Nonprofit.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"High HOME Rent" is defined under 24 C.F.R. 92.252(a) as the lesser of (a) the fair market value for comparable housing in the area as determined by the United States Department of Housing and Urban Development ("HUD") under 24 CFR 888.11, less the monthly allowance for utilities and services to by paid by each tenant, or (b) thirty percent (30%) of sixty-five percent (65%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit.

"In-Service Date" shall mean the date that is sixty (60) days after the Nonprofit has received a final Release of Construction Covenants for the Rehabilitation in accordance with Section 310 of the DDA.

"Lease" means the lease of the Property from the Agency to the Nonprofit in the form of Attachment No. 3 to the DDA.

"Lease Commencement" means the commencement of the Lease, as set forth in Section 204.3 of the DDA.

"Legal Description" means the description of the Property which is attached hereto as Attachment No. 2 and incorporated herein.

"Low HOME Rent" is defined under 24 C.F.R. 92.252(b) as the lesser of (a) the rent for Very Low Income Households that does not exceed 30 percent of 50 percent of the area median income as determined by United States Department of Housing and Urban Development ("HUD"), with adjustments for smaller and larger families, or (b) High HOME Rent

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Map" means the map of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Operating Reserve" is defined in Section 405 hereof.

"Property" means that certain real property located at 1801-1815 Grismer Avenue, 1819 Grismer Avenue, and 1729-1735 Elliott Drive, Burbank, California. The Property is legally described in the Legal Description and depicted on the Map.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. CONDITION OF THE PROPERTY

201. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint and asbestos exposure.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its property manager to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which

shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Lease Commencement until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. **Indemnity.** The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency or its agents or employees.

303. **Rights of Access.** Representatives of the Agency shall have the right to inspect the Property so long as Agency representatives comply with all safety rules.

304. **Compliance With Laws.** The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code.

305. **Financing of the Property and/or Rehabilitation.** The Nonprofit shall not enter into any conveyance for financing except as authorized by the DDA.

400. COVENANTS AND RESTRICTIONS

401. **Use in Accordance with Agreement.** The Nonprofit covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof, that upon the Lease Commencement and during the Affordability Period, the Nonprofit shall devote the Property to the uses specified in the DDA, this Agreement, and Lease for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Nonprofit pursuant to this Agreement, shall conform to all applicable provisions of the City Municipal Code.

402. **Affordable Housing Requirements.**

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent fourteen (14) of the Housing Units to Very Low Income Households, and nineteen (19) of the Housing Units to Lower Income Households (the "Affordable Units") all at an Affordable Rent. The Housing Units that are not Affordable Units shall be rented at market. Eight (8) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Five (5) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units.

402.2 Lease Requirements. Prior to rental of any of the Housing Units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency for Agency's approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency. The Agency shall approve such lease form upon finding that such lease form is consistent with this Lease and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Nonprofit shall enter into a lease, in the form approved by the Agency, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the In-Service Date. For purposes of this Section 42.3, "in perpetuity" means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, or Lower Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low or Lower Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low and Lower Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency as provided herein. The maximum monthly rental amount for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development.

a. For the fourteen Affordable Units that will be rented to Very Low Income Households, seven (7) of the Affordable Units shall be rented at the lesser of (a) High HOME Rent or (b) CRL Very Low Income Rent. The other seven (7) of the Affordable Units shall be rented at the lesser of (a) Low HOME Rent or (b) CRL Very Low Income Rent.

b. The nineteen (19) Affordable Units that will be rented to Lower Income Households shall be rented at CRL Lower Income Rent.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit.

c. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Burbank Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Occupancy of Housing Units in the buildings shall be limited to two persons per bedroom plus one additional person per Housing Unit. Thus, one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of

protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency upon demand.

404. **Management.** Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The fees payable to the Property Manager shall not exceed five percent (5%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. **Reserve Accounts and Other Project Accounts.** The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Three Hundred Dollars ($300) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). The annual contribution to the Capital Replacement Reserve shall increase in an amount equal to the Consumer Price Index for the Los Angeles-Riverside-Orange County survey area. The Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting. The Capital Replacement Reserve shall be reduced every five (5) years to one-half of the then current balance subject to the reasonable approval of the Agency Director.

The Nonprofit shall set aside, on a monthly basis, in a separate reserve account (the "Operating Reserve"), the sum of two percent (2%) of the Gross Income of the Property. In no event, however, shall the Nonprofit be required to increase the Operating Reserve to an amount

which exceeds two percent (2%) of the gross income of the Property during the first full calendar year after the completion of the Rehabilitation of the Property. The Nonprofit shall retain such amount in the Operating Reserve to fund shortfalls between income and actual operating expenses.

The Nonprofit shall set aside, on a monthly basis, in a separate account, the sum of ten percent (10%) of Gross Income for the Affordable Housing Agreements Expenses ("BHC Projects Operations Account"). The Nonprofit shall, in addition, set aside twelve percent (12%) of Gross Income to be utilized exclusively for all costs associated with complying with Section 406 below ("Activity Center Account").

406. Peyton-Grismer Activity Center. Nonprofit shall operate within the Buildings an educational center (the "Activity Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Activity Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Executive Director, or his or her designee.

Participation in the Activity Center shall be limited to residents of the Buildings and residents of apartment complexes in the Peyton-Grismer focus neighborhood subject to an Affordable Housing Agreement with the Agency or the City, and, as space permits, residents in the Peyton-Grismer focus neighborhood. At all times, preference for participation in the Activity Center shall be given first to residents of the Building.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth

in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. **Nondiscrimination Covenants.** The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or

segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement, the DDA, the Lease, or the Loan Agreement, the Agency within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency, service of process on the Agency shall be made by personal service upon the Agency's Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. **Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. **Non-Liability of Officials and Employees of the Agency.** No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. **Attorneys' Fees.** In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. **Notices, Demands and Communications Between the Parties.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Executive Director

To Nonprofit: Burbank Housing Corporation
153 West Elmwood Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. **Enforced Delay; Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. **Transfers of Interest in Property or Agreement.**

603.1 **Prohibition.** The qualifications and identity of the Nonprofit are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Nonprofit. Accordingly, for the period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

603.2 **Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 **Agency Consideration of Requested Transfer.** The Agency agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set

forth in this Section 603 and as reasonably determined by the Agency. Notwithstanding the foregoing, the Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, (iv) the transferee's past experience and performance working with cities, redevelopment agencies, and/or housing authorities, (v) and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency such further information as may be reasonably requested.

603.4 **Successors and Assigns.** All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 **Assignment by Agency.** The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Nonprofit.

604. **Agency Approvals and Actions.** The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Executive Director (or his or her duly authorized representative). The Agency's Executive Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

605. **No Waiver.** A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. **Time of Essence.** Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. **Cooperation.** Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Regulatory Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
City Attorney/Agency General Counsel

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

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Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT NO. 9

INTERIM MANAGEMENT AGREEMENT

This Interim Management Agreement is entered into on September __, 2003 by and between the Redevelopment Agency of the City of Burbank ("Agency"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit corporation ("Nonprofit").

Recitals

A. Agency either owns or has caused the institution of eminent domain action to acquire certain properties at 1729-1735 Elliot Drive, and 1801-1819 Grismer Avenue (collectively the "Premises").

B. Agency and Manager have entered into a Disposition and Development Agreement, ("DDA") wherein Manager has agreed to lease, rehabilitate, and operate the Premises. Prior to the commencement of the Lease (the "Lease Commencement"), Agency desires to have Manager manage and operate the Premises

C. Agency desires to retain the services of Manager to manage and operate the Premises for the benefit of Agency on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. MANAGEMENT SERVICES AND STANDARDS

Appointment and Independent Contractor Status

1.01. Agency hereby appoints Manager and Manager hereby accepts appointment as manager of the Premises, to direct, supervise, and manage the operation of the Premises on the terms and conditions set forth in this Agreement. Agency and Manager acknowledge and agree that this Agreement establishes and constitutes only an Interim Management Agreement between the parties, that the parties are not joint venturers or partners, and that Manager shall not be deemed to be an employee of Agency. Manager shall at all times be an independent contractor.

Professional Management Standards

1.02.(a) Manager agrees to exert its best efforts, to furnish the services of its organization, and to exercise the highest degree of professional competence in managing the Premises so as to provide Agency with the maximum economic return consistent with proper management.

(b) Manager shall operate and maintain the Premises consistent with the Premises' other multi-unit apartment buildings on a standard equal to other apartment buildings in the surrounding vicinity with comparable facilities and amenities.

(c) Notwithstanding the authority granted in this Agreement, Manager agrees to abide by those standards and instructions that Agency may issue from time to time regarding the Plan (as defined in Paragraph 1.03(c) of this Agreement) or other standards governing the management and operation of the Premises.

Preliminary Analysis and Management Plan

1.03. Upon the execution of this Agreement, Manager shall do the following:

(a) Become familiar with the neighborhood, layout, construction, location, character, plan, and operation of the Premises and any mechanical or physical systems located on the Premises.

(b) Prepare inventories of all personal property and readily removable fixtures attached to the Premises, and deliver these inventories to Agency.

(c) On the basis of the information gathered pursuant to Subparagraphs (a) and (b) of this Paragraph, prepare a comprehensive management plan for the maintenance, utilization, and economic development of the Premises (the "Plan"). The Plan, shall be submitted to Agency. Any policies or actions recommended in the Plan are subject to the prior approval of Agency. At a minimum, the Plan shall include (1) recommendations for rental schedule and for the best use to which the Premises may be put; (2) a budget of operations; (3) a plan for securing tenants; and (4) a plan for maintaining the Premises.

ARTICLE 2. LEASING OF PREMISES

Leasing to Tenants

2.01. Manager shall use all reasonable efforts to keep the Premises leased by procuring tenants for the Premises and negotiating and executing on behalf of Agency all leases for units in the Premises. Manager is authorized to enter into leases with tenants for a minimum term of six months and a maximum term of one year without the prior approval of Agency. Any lease for a shorter or longer term shall require the prior written consent of Agency. Manager shall manage only those portions of the Premises to which Agency has been granted legal title or legal possession.

Limitations on Authority to Lease

2.02. Manager shall lease all units in accordance with the terms and conditions of this Agreement, the terms and conditions specified in writing by Agency from time to time, and on the terms and conditions set forth in lease forms to be provided by Agency from time to time.

Qualification of Tenants

2.03. Manager shall not decline to lease any unit on the Premises to a prospective tenant on the basis of the tenant's race, color, creed, national origin, sex, or any other classification then protected by law. Prior to executing any lease with a tenant, Manager shall investigate the financial ability and history of the tenant to pay rent, perform necessary credit checks, and obtain references from employers and prior landlords, to the extent deemed necessary by Manager to protect Agency against financial loss and to protect the physical condition of the Premises. All expenditures incurred by Manager for duties described in this Paragraph shall be considered operating expenses of the Premises.
Notwithstanding this provision, tenant preferences shall be provided to existing Burbank residents.

Manager as Exclusive Leasing Agent

2.04. Manager shall be and shall act as Agency's exclusive agent in leasing the Premises.

Advertising

2.05. Manager agrees to promote leasing by full use of available advertising media, such as newspapers, the display of signs on the Premises, and any other appropriate means of advertising for particular type of property. Manager shall charge all expenses of advertising as operating expenses.

Authority and Duty to Enforce Leases

2.06. Manager is authorized to serve notices to vacate on tenants and to institute any action or proceeding it deems necessary to: recover possession of leased premises; or to recover rent, charges, or other sums payable to Agency. Manager may compromise and settle or otherwise discontinue any such action or proceeding, provided Manager first obtains Agency's approval. In exercising the authority granted by this Paragraph, Manager may
incur collection fees, costs, and legal fees, as otherwise agreed in writing by Manager and Agency. Any such fees or costs shall be considered operating expenses of the Premises. No lawsuit against any tenant may be filed without the Agency's written approval.

Security Deposits

2.07.(a) Manager shall collect a security deposit from each tenant in an amount equal to 90% of one month's rent. The security deposit may be paid over a maximum of two months, at Manager's discretion.

(b) Manager shall collect and disburse each security deposit in accordance with the requirements of the governing lease and then-applicable law. Manager shall deposit each security deposit in a trust account, separate from all other accounts and funds, in a bank or other financial institution whose deposits are insured by an agency of the United States government. The account shall be designated as the Tenant Security Deposit Account.

Collection of Rents and Other Receipts

2.08. Manager shall collect all rents, charges, and other amounts receivable on Agency's account in connection with the management and operation of the Premises. Manager shall establish and maintain, in a bank whose deposits are insured by the Federal Deposit Insurance Corporation, a trust account for the deposit of all amounts collected from the Premises except security deposits. Security deposits shall be separately deposited and maintained as required under Paragraph 2.07(b) of this Agreement.

Tenant Problems

2.09. Manager shall receive, consider, and respond to all tenant complaints or problems in a professional and businesslike manner consistent with Manager's authority and duties as described in this Agreement.

ARTICLE 3. OPERATION AND MAINTENANCE

Employees and Other Personnel

3.01. On behalf of Agency, Manager shall hire, discharge, supervise, and pay all employees, contractors, and other personnel necessary for the management and operation of the Premises, including a resident manager or including an on-site manager. Manager shall not discriminate against any employee or prospective employee because of race, creed, color, national origin, or sex or any other classification then protected by law.

Maintenance

3.02.(a) Manager shall cause the Premises to be maintained in a good, clean, safe and sanitary condition acceptable to Agency at all times, and to be repaired as necessary to maintain this condition. To this end, Manager shall:

(1) Supervise the performance of the following, subject to any limitations imposed by Agency: all interior and exterior cleaning, painting, decorating, and carpentry; the maintenance and repair of plumbing, heating, and ventilation systems, the maintenance of outdoor grounds and facilities; and any other normal maintenance and repair work that becomes necessary.

(2) Systematically and promptly receive and investigate all service requests from tenants, take any necessary action, and keep records of the action taken. Emergency requests shall be received and serviced on a 24-hour basis. Complaints of a serious nature shall be reported to Agency after investigation by Manager.

(3) Purchase materials, supplies, equipment, tools, appliances, and services that are necessary for the operation and maintenance of the Premises.

(4) Supervise the continuing performance of preventative maintenance for the Premises as deemed necessary by Manager.

(5) Contract with independent contractors, as deemed necessary by Manager, for the maintenance and repair of air conditioning and heating systems, and other items requiring special maintenance and repair skills not usually possessed by regular maintenance employees.

(b) Notwithstanding any of the provisions of Subparagraph (a) of this Paragraph, a maintenance or repair outlay costing in excess of $500.00 shall require the prior approval of Agency. This limitation shall not apply to recurring expenses within the limits of the operating budget, to emergency repairs involving imminent danger to persons or property, or to expenditures required to avoid suspension of any necessary service to the Premises. In any of these events, however, Manager shall notify Agency of all relevant facts as soon as possible after the occurrence of the event giving rise to the expenditure.

Services and Utilities

3.03. Manager shall contract on Agency's behalf for all services and utilities necessary for the efficient operation and maintenance of the Premises, including , water, electricity, gas, telephone, pest extermination, rubbish hauling, laundry facilities, pool cleaning, and window cleaning. Manager shall not enter into any contract on behalf of Agency that has a term in excess of one year or requires an annual expenditure in excess of $2500.00 without first obtaining the prior written consent of Agency.

Compliance With Governmental Regulations

3.04. Manager shall comply with all building codes, zoning and licensing requirements, and other requirements of federal, state, and local authorities having jurisdiction over the Premises; provided, however, that Manager shall first promptly notify Agency of all written orders and notices received by Manager from any government authority requiring a capital expenditure in excess of $2500, and shall obtain Agency's written approval prior to making the expenditure.

Insurance Coverage

3.05. Agency shall purchase insurance to protect the Premises and Agency's interest in the Premises, including fire insurance with extended coverage, and public liability, (excluding workers' compensation insurance, which shall be obtained by Manager). Agency and the Redevelopment Agency of the City of Burbank shall be named as insured on all insurance policies, and the policies or certificates of insurance shall be delivered to Agency. Manager shall be named as an additional insured or as a co-insured on any policy of public liability insurance.

Manager's On-Site Office

3.06. Manager shall maintain an office on the Premises for the purpose of managing and operating the Premises. The office shall be at a location on the Premises mutually acceptable to the parties. All staff and personnel for the on-site office, including a manager, shall be paid by Manager from Manager's own funds. Manager shall also pay from its own funds the following: all costs for supplies, equipment, and telephone service] related to operating the office. No rent shall be charged for the office. All utilities for the office, including phone service, shall be paid by Manager from Agency's funds and shall be included as an operating expense of operating and maintaining the Premises.

Legal and Accounting Services

3.07. Manager shall refer any matter requiring legal or accounting expertise to the appropriate professional approved by Agency. Fees and costs for services rendered by these professionals shall be an operating expense of the Premises.

Indemnification

3.08. In the event any claim or cause of action for personal injury, property damage, or wrongful death shall be brought against the Agency, the Housing Authority of the City of Burbank, the City of Burbank or any of their officers, agents, servants or employees as a result of an act or omission related to the maintenance of the Premises or any activities required by Manager under this Agreement, Manager shall indemnify and save harmless the Agency or the Redevelopment Agency of the City of Burbank or any of its officers, agents or employees from any and all claims or causes of action by whomever or wherever made or presented for such personal injuries, property damage or wrongful death.

Manager further agrees that in the event a complaint is brought against it for any personal injury, property damage or wrongful death as a result of an act or omission related to the maintenance of the Premises or any activities required by Manager under this Agreement, that Manager will not bring any action or cross-complaint against the Agency or the Redevelopment Agency of the City of Burbank or any of its officers, agents, servants or employees.

This indemnification excludes the sole negligence or willful misconduct of the Agency or the Redevelopment Agency of the City of Burbank, or any of each officers, agents, servants or employees

ARTICLE 4. COLLECTION AND DISBURSEMENT OF REVENUES

Collection of Rent

4.01. Manager shall use its best efforts to collect all rents and revenues from the Premises. Manager shall establish a collection policy which shall be provided to Agency for its approval. No late charges for late rent is permitted.

Deposit of Revenues

4.02. Manager shall establish and maintain, in a bank designated by Agency or in a bank whose deposits are insured by the Federal Deposit Insurance Corporation], a trust account for the deposit of all rent and other revenue collected from the Premises. This trust account shall be designated the Operating Account for the Premises. Collected funds shall be deposited into the Trust Account not later than the first banking day following their receipt.

Disbursement of Revenues

4.03.(a) From the funds collected and deposited in the trust account described in Paragraph 4.02 of this Agreement, Manager shall cause to be disbursed regularly and punctually all recurring operating expenses of the Premises as authorized by this Agreement, including the payment of Manager's compensation. Agency shall retain responsibility for direct payment of assessments for the Premises (if any).

(b) Except for the disbursements described in Subparagraph (a) of this Agreement, funds shall be disbursed or transferred from the Operating Account only as directed by Agency.

(c) If the balance in the Operating Account is at any time insufficient to pay disbursements due and payable, Manager shall immediately inform Agency of that fact and Agency shall then remit to Manager sufficient funds to cover the deficiency. In no event shall Manager be required to use its own funds to pay these disbursements.

(d) Manager shall organize and maintain a system of controls designed to insure the authenticity of bills, invoices, and statements charged and paid. Manager shall order goods and services from any of the suppliers included in a list of suppliers to be approved by Agency. A vendor will not be approved by Agency unless it has 1) valid liability insurance with the Agency and the Redevelopment Agency named as an additional insured (this requirement may be waived in certain situations); and 2) a valid business license.

Bonding

4.04. Manager shall furnish, at Manager's expense, a fidelity bond in the principal sum of $50,000, to protect Agency against misapplication of funds by Manager and Manager's employees. All terms and conditions of the bond, and surety on the bond, are subject to the approval of Agency.

ARTICLE 5. ACCOUNTING RECORDS AND REPORTS

Books and Records

5.01. Manager agrees to keep accurate, complete, and separate books and records of account in accordance with accepted accounting standards and procedures on the basis of a calendar year that begins on July 1) and ends on June 30. These books and records shall show all income and expenditures, accounts payable, accounts receivable, available cash, and other assets and liabilities pertaining to the Premises. Agency may, at any time during Manager's normal business hours and either in person or through a representative, inspect all records and supporting and related documentation kept by Manager relating to the management and operation of the Premises, including checks, bills, vouchers, statements, cash receipts, and correspondence. Agency may, at Agency's expense, have an audit made of all account books and records connected with the management of the Premises.

Income and Expense Reports

5.02. Each month Manager shall prepare and submit to Agency an income and expense report that shows a summary of all rents and other income collected and all operating expenses for the Premises. The monthly income and expense report shall separately set forth data for both the current month and the year to date (including the current month). Manager shall retain all bills paid by Manager for the preceding month. Simultaneously with delivery of the monthly income and expense report, Manager shall also deliver to owner a rent roll and check register.

Remittance to Agency

5.03. On or before the 15th day of each month, Manager shall remit to Agency the net profit, if any, shown on the preceding month's income and expense report less $_____ which shall be deposited into a separate reserve account for capital and operating reserves.

Delinquency and Vacancy Reports

5.04. On or before the tenth day of each Month, Manager shall prepare and submit to Agency a tenant delinquency report for the Premises. A vacancy report shall be prepared by Manager and submitted to Agency on a monthly basis.

Annual Financial Report

5.05. For each calendar year ending during the term of this Agreement, Manager shall cause an annual financial report to be prepared by a certified public accountant approved by Agency, based on the preparer's examination of the books and records of Manager and Agency. The report shall be certified by the preparer and Manager, and must be submitted to Agency within 90 days after the end of the calendar year. Compensation for the preparer's services shall be paid by Manager out of the Operating Account as an expense of the Premises.

Filing of Tax and Other Returns and Reports

5.06.(a) Manager shall prepare and file all returns and other documents required under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding tax returns required for employees of the Premises. Manager will pay from Agency's funds all amounts required to be paid under the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding taxes. Manager shall also prepare and file the following on behalf of Agency:

(1) All payroll forms and reports concerning employees for the Premises;

(2) Workers' compensation forms;

(3) Business tax forms;

(4) Personal property declarations;

(5) Health and welfare forms connected with labor union employees (if applicable);

(6) Forms required by the Agency and Redevelopment Agency to verify tenant income and other financial requirements requested by Agency.

(b) Agency shall be responsible for preparing its own income tax return (if any). Notwithstanding the foregoing, Manager agrees that the records and reports on the Premises furnished to Agency by Manager under this Agreement shall set forth all required data as to operating expenses and income and shall be otherwise sufficient for the preparation of Agency's income tax return.

Annual Operating Budget

5.07. Manager shall prepare and submit to Agency for Agency's approval, an Operating Budget (the "Budget") for the calendar year beginning January 1, 1997 and for each calendar year thereafter during the term of this Agreement. Manager shall submit the Budget to Agency at least five days prior to the beginning of the calendar year covered by the Budget, except the first Budget for 1997 shall be submitted within ten days approval of this Agreement. Agency shall promptly inform Manager of any changes to be incorporated in the Budget, and Manager shall keep Agency informed of any anticipated deviation from the receipts or disbursements set forth in the approved Budget. Except as permitted under Paragraph 3.02(b) or Paragraph 3.03 of this Agreement, annual disbursements for each type of operating expense itemized in the Budget may not exceed the amount authorized by the approved Budget.

ARTICLE 6. MANAGER'S COMPENSATION

Basic Compensation

6.01. In consideration of the services to be rendered to Agency by Manager under this Agreement, Agency shall pay Manager $_____ per month.

Commissions From Leasing

6.02. For any new lease for the Premises procured by Manager, Agency shall not pay Manager any commission.

Compensation for Special Services

6.03. The compensation payable by Agency to Manager under this Agreement covers only those management services specifically described in it and does not cover any special real estate services Agency may from time to time request Manager to perform, including the sale of the Premises, appraisals, and financing. If Agency requests Manager to perform any of these special services, the agreement between Agency and Manager for the special services shall be set forth in a separate written instrument executed by the parties.

Other Forms of Compensation Prohibited

6.04. Except as otherwise provided in Paragraph 6.03 of this Agreement, Manager's compensation (as described in Paragraphs 6.01 and 6.02 of this Agreement) is to be paid in consideration of all services to be rendered pursuant to the terms of this Agreement by Manager and all of Manager's employees, except on-premises employees and workers. Manager's managerial expenses shall not be reimbursed by Agency and shall not be an operating expense of the Premises. Manager's office overhead expenses, whether or not allocable to services rendered in the management of Premises, are to be treated as services and expenses incurred in consideration of the managerial compensation provided for in Paragraph 6.01 of this Agreement. All rebates, discounts, or commissions collected by Manager, or credited to Manager's use, that relate to the purchasing of supplies or the rendering of services for the Premises, must be fully disclosed to Agency. Any part of any rebate, discount, or commission that is allocable to the purchasing of supplies, or to the rendering of services for the Premises, shall be credited to Agency's account. For the purposes of this Paragraph, all rebates, discounts, or commissions relating solely to managerial overhead expenses need not be disclosed to Agency and need not be allocated in part to Agency's account.

ARTICLE 7. TERMINATION

Term

7.01. This Agreement shall be effective as of the date first set forth in this Agreement and shall continue until the Lease Commencement (original expiration date"), unless the Agreement is: terminated prior to the original expiration date pursuant to the terms of this Agreement; or (2) renewed pursuant to Paragraph 7.02 of this Agreement.

Renewals

7.02. This Agreement terminates on the original expiration date set forth in Paragraph 7.01 of this Agreement unless the parties enter into and execute a renewal agreement prior to the original expiration date.

Termination by Notice

7.03. Either party to this Agreement may elect to cancel and terminate this Agreement with or without cause as of the close of business on the last day of any calendar month by giving written notice to the other party at least 60 days prior to the termination date.

Termination on Sale

7.04. Agency shall notify Manager at least 90 days before an anticipated transfer of title to the Premises. On transfer of title to the Premises, this Agreement shall automatically terminate.

Right to Terminate on Bankruptcy

7.05. If either Agency or Manager is adjudicated as bankrupt, voluntarily files for bankruptcy, or makes any assignment for the benefit of creditors, either party may terminate this Agreement by giving the other written notice of termination. The Agreement shall terminate on the date specified in the notice of termination.

Effect of Termination

7.06. On termination of this Agreement, Agency and Manager agree as follows:

(a) All of the records in Manager's possession pertaining to the operation of the Premises, together with all supplies, equipment, or other items of property owned by Agency and in Manager's possession, shall be immediately delivered to Agency, but only in the event the Lease Commencement (as defined herein and the DDA).

(b) Manager's right to compensation shall immediately cease, except that Manager is entitled to compensation for services rendered before the termination date.

(c) The agency relationship created under this Agreement shall immediately cease, and Manager shall have no further right or authority to act for or on behalf of Agency, except as set forth in the DDA and the Lease.

(d) Manager shall immediately: vacate the office occupied by it on the Premises, remove only personal property owned by Manager, and leave the office in good condition and repair, but only in the event the Lease Commencement does not occur.

ARTICLE 8. MISCELLANEOUS

Prohibition Against Assignment

8.01. Manager shall not assign this Agreement without Agency's prior written consent.

Notices

8.02. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing. All such notices or other communications shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service when deposited in the United States mail, first-class postage prepaid, addressed to Agency at 275 E. Olive Avenue, Burbank, CA 91502 or to Manager at 241 West Verdugo Avenue, Burbank CA 91502 Either party may change its address for the purpose of this Paragraph by giving written notice of the change to the other party in the manner provided in this Section.

Binding on Heirs and Successors

8.03. The provisions of this Agreement shall be binding on and shall inure to the benefit of both of the parties and to their respective heirs, executors, administrators, successors, and assigns, but nothing in this Paragraph shall be construed as a consent by Agency to any assignment of this Agreement or any interest in it by Manager except as provided in Paragraph 8.02 of this Agreement.

Partial Invalidity

8.04. In the event any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

Sole Agreement

8.05. This Agreement constitutes the sole agreement between the parties regarding the matters contained in it.

Agency's Consent

8.06. Any consent of Agency required under this Agreement shall not be effective unless it is in writing and signed by Agency or one of Agency's duly authorized officers or agents.

Modifications

8.07. This Agreement may not be changed or modified except by a writing executed by both of the parties.

Governing Law

8.08. The provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of California.

Covenant against discrimination

8.09. Since the property is owned by the Redevelopment Agency of the City of Burbank, Manager shall not discriminate against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises. During the term of this covenant, all deeds, leases or contracts made relative to the Premises, the improvements thereon or any part thereof, shall contain or be subject to substantially the following nondiscrimination clause:

Manager covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the Manager itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Premises.

Executed on _____, at _____Burbank, California.

"Agency"	"Manager"
Redevelopment Agency of the City of Burbank	Burbank Housing Corporation
By_____	By_____
Its_____	Its_____

EXHIBIT A

LEGAL DESCRIPTION

WEISSWASSER PROPERTY

THAT PORTION OF LOTS 18 AND 19 OF TRACT 3097 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 32, PAGE 12 OF MAPS, RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 18 THEN ALONG THE SOUTH LINE OF SAID LOT, N 89° 31′ 40″ W 367.00 FEET; THEN N 0° 28′ 50″ W, PARALLEL WITH THE WEST LINE OF SAID TRACT, 41.50 FEET; THEN S 89° 31′ 40″ E 185.00 FEET; THEN N 0° 28′ 50″ W 58.50 FEET TO THE SOUTH LINE OF LOT 19; THEN CONTINUING N 0° 28′ 50″ W 14.50 FEET; THEN S 89° 31′ 40″ E, PARALLEL WITH THE SOUTH LINE OF LOT 19, 163.62 FEET TO THE WEST LINE OF GRISMER AVENUE, 60.00 FEET WIDE; THEN ALONG SAID WEST LINE IN A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1631.52 FEET, 116.29 FEET TO THE POINT OF BEGINNING.

EXHIBIT A (CONT'D)

LEGAL DESCRIPTION (CONT'D)

REINOSO PROPERTY

PARCEL 1:

LOT(S) 6 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80 PAGE(S) 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT(S) 20 OF TRACT NO. 3097, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE(S) 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 20, DISTANT THEREON EAST 50 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 20; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 50 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT 20 TO A POINT IN THE NORTH LINE OF SAID LOT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 50 FEE TO A POINT; THENCE SOUTH IN A DIRECT LINE TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT(S) 20 0F TRACT NO. 3097, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE(S) 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 20; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 50 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT TO A POINT IN THE NORTH LINE OF SAID LOT 20; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 20; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 20 TO THE POINT OF BEGINNING. THE SOUTHWEST CORNER.

PARCEL 4:

LOT(S) 4 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80 PAGE(S) 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A (CONT'D)

1819 GRISMER AVENUE

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 20 OF TRACT 3097, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 14° 27′ 30" EAST, ALONG THE EASTERLY LINE, 51.74 FEET; THENCE NORTH 89° 31′ 40" WEST 162.50 FEET; THENCE NORTH 0° 28′ 50" WEST 50 FEET TO THE NORTH LINE OF SAID LOT 20; THENCE SOUTH 89° 31′ 40" EAST ALONG SAID NORTHERLY LINE, 150 FEET TO THE POINT OF BEGINNING.

LEASE

By and Between

THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,

AGENCY

and

BURBANK HOUSING CORPORATION,

LESSEE

LEASE

This LEASE (the "Lease") is made as of_____, 200__, by and between the REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic (the "Agency" or "Lessor"), and BURBANK HOUSING CORPORATION, a California nonprofit corporation (the "Lessee").

1. SUBJECT OF LEASE.

The purpose of this Lease is to effectuate the Redevelopment Plans of the Golden State, City Centre, South San Fernando and West Olive Redevelopment Project Areas ("Redevelopment Plans"), the implementation plans adopted pursuant thereto, and the Disposition and Improvements Agreement between Agency and Lessee (the "Developer") dated _____, 2003 (the "DDA"), by providing for the lease of the "Property" (as hereinafter defined) to Lessee, the rehabilitation of the Improvements thereon (eight of ten buildings to be rehabilitated, the remaining two to be demolished), development of other improvements including an Activity Center, (together, the "Rehabilitation") and operation of the Property and Improvements before, during, and after the Rehabilitation. Pursuant to the DDA, the Agency and the Developer have also entered into and recorded in the official records of Los Angeles County a "Regulatory Agreement" which, together with the provisions of this Lease, sets forth the obligations contained in the DDA which are intended to survive the completion of the construction of the Rehabilitation. The DDA and the Regulatory Agreement, which are available in the offices of Agency as public records, are incorporated herein by reference and made a part hereof as though fully set forth herein. The Agency has provided a loan ("Agency Loan") to the Lessee for the purpose of undertaking the Rehabilitation, which the Lessee must repay through "Residual Receipts" as set forth in the Promissory Note evidencing Lessee's obligation to repay the Agency Loan.

2. LEASE OF TITLE SITE.

Agency, for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of Lessee to be paid, kept, performed and observed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Agency, that certain real property in the City of Burbank (the "City") shown on the "Property Map" attached hereto as Exhibit "A" and incorporated herein by this reference, and having the legal description in the "Property Description" attached hereto as Exhibit "B" and incorporated herein by this reference (the "Property"). Except as expressly provided to the contrary in this Lease, reference to the Property is to the described land, the Improvements and other improvements existing on the Property as of the date of this Lease. The Property is exclusive of the Activity Center to be constructed on the land pursuant to the DDA, notwithstanding that the Activity Center may or shall be construed as affixed to and as constituting part of the real property.

3. LEASE TERM.

Lessee shall lease the Property from Agency and Agency shall lease the Property to

Lessee for a term commencing on _____, 200__ (the "Commencement Date") and continuing for a period of fifty-five (55) years after the In-Service Date (the "Term"), unless sooner terminated as provided for herein. As used herein, the "In-Service Date" means the date the Agency issues a final Release of Construction Covenants pursuant to the DDA.

4. USE OF THE SITE.

4.1. Use of the Property. Lessee covenants and agrees for itself, its successors and assigns that during the Term, the Property and the Improvements shall be devoted to those uses as set forth in this Lease, the DDA, and the Regulatory Agreement. In the event of any inconsistency between this Lease, the DDA, and the Regulatory Agreement, the most restrictive of the documents shall control.

4.2. Management. Nonprofit shall manage or cause the Property and the Improvements to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Improvements which has been approved by the Agency. Nonprofit shall contract with a management company or manager to operate and maintain the Improvements in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The fees payable to the Property Manager shall not exceed five percent (5%) of the gross rents of the Improvements or in accordance with industry standard as approved by the Agency. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager. Examples of management defects include, but are not limited to the following:

(a) Leasing to residents who exceed the prescribed income levels;

(b) Allowing the residents to exceed occupancy limits prescribed by law or set forth in the DDA, this Lease, or the Regulatory Agreement without taking immediate action to stop such overcrowding;

(c) Underfunding the prescribed Capital Replacement and Operating Reserves (Sections 10(1) and 10(j));

(d) Failing to timely maintain the Improvements and the Property in accordance with the DDA, Regulatory Agreement and the manner prescribed in Section 10;

(e) Failing to submit timely and/or adequate annual reports as required in Section 6.6;

(fl Fraud or embezzlement of Property monies, including without limitation the funds in the Capital Replacement Reserve, Operating Reserve and tenant security deposits; and

(g) Failing to fully cooperate with the Burbank Police Department or other local law enforcement agencies with jurisdiction over the Property, in controlling known criminal activity on the Property.

Notwithstanding the above, Lessee shall use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager as provided above.

4.3. Only Lawful Uses Permitted. Lessee shall not use the Property or the Improvements for any purpose that is in violation of any law, ordinance or regulation of any federal, state, county or local governmental agency, body or entity. Furthermore, Lessee shall not maintain, permit or commit any nuisance or unlawful conduct (as now or hereafter defined by any applicable statutory or decisional law) on the Property or the Improvements, or any part thereof.

5. RENT.

5.1 Net Lease. It is the intent of the parties hereto that the rent provided herein shall be absolutely net to Agency and that Lessee shall pay all costs, taxes, charges, and expenses of every kind and nature against the Property and the Improvements which may arise or become due during the Term, and which, except for execution hereof, would or could have been payable by Agency.

5.2 Rent. During the Term of this Lease, Lessee agrees to pay in advance, on the In-Service Date and thereafter on April 1 every year thereafter rent in the amount of One Dollar ($1.00) until the "Agency Loan" is repaid in full in accordance with the terms of the Promissory Note, dated _____. Upon the complete repayment of the Agency Loan, with interest as set forth in the Promissory Note, Lessee shall pay, on April 1 of every year thereafter until the expiration of this Lease, the amount equal to one hundred percent (100%) of "Residual Receipts," as defined herein below.

As used herein, "Residual Receipts" shall mean Income less the sum of (i) Operating Expenses, (ii) Debt Service, and (iii) Reserve Deposits for each calendar year.

As used herein, "Income" shall mean all gross income and all revenues of any kind from the Property in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly

incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee not greater than five percent (5%) of gross rents from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals, (c) costs of operating the Activity Center (as defined in the DDA), which shall not exceed twelve percent (12%) of effective annual Income, (d) the Affordable Housing Agreements Expenses (as defined in the DDA), which shall not exceed ten percent (10%) of effective annual Income, and (e) other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Nonprofit. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

As used herein, "Debt Service" shall mean all payments to service the debt of the Permanent Loan (it is anticipated by the parties that the Permanent Loan will be repaid by the time the Lessee begins to make Residual Receipts lease payments under this Lease).

As used herein, "Reserve Deposits" shall mean (a) payments to a capital replacement reserve account in an amount set forth in Section 405 of the DDA; (b) payments to an operating reserve account in the amount set forth in the DDA (2% of effective annual Income);

On or before April 1 of each year commencing on the first April 1st the Agency Loan has been repaid in full in accordance with the Promissory Note, the Borrower shall annually provide the Agency a Residual Receipts report, in the form attached as Exhibit C to the Loan Agreement between Agency and Lessee, which shall describe in detail the annual project Income, Debt Service, Operating Expenses, and Reserve Deposits, and Residual Receipts for that year. The Borrower shall also submit to the Agency, on or before April 1 of each year commencing after the date the Agency Loan has been repaid in full, annual financial statements with respect to the Improvements that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles.

The parties understand and acknowledge that the primary consideration for this Lease is the performance of the covenants set forth in this Lease and the Regulatory Agreement, particularly (without limitation, however) the covenants to rent the units to Very Low and Lower Income Households at an Affordable Rent pursuant to Section 6 hereof and Section 402 of the Regulatory Agreement.

5.3 Payment of Rent. All rent that becomes due and payable pursuant to this Lease shall be paid to Agency at the address of Agency listed in Section 25.7 or such other place as Agency may from time to time designate by written notice to the Lessee without notice or demand, and without setoff, counterclaim, abatement, deferment, suspension or deduction.

6. AFFORDABLE HOUSING REQUIREMENTS

6.1 Number of Affordable Units. Lessee agrees to make available, restrict occupancy to, and rent fourteen (14) of the apartment units in the Improvements ("Housing Units") to Very Low Income Households and nineteen (19) of the Housing Units to Lower Income Households (together, the "Affordable Units. The Housing Units that are not Affordable Units shall be rented at market rates. Eight (8) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Five (5) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units. All affordable units may float within the Property (i.e. the actual units within the Property subject to the income restrictions can vary as long as the percentage of units available to Very Low Income Households and Lower Income Households do not fall below the minimum numbers required herein), to the extent the substituted units are comparable in size, features, and number of bedrooms to the originally designated units.

For the purposes of this Lease, "Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County area median income, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Improvements, pursuant to Health and Safety Code Section 50105, or successor statute.

For the purposes of this Lease, "Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Improvements, pursuant to Health and Safety Code Section 50079.5.

6.2 Duration of Affordability Requirements. The Housing Units shall be subject to the requirements of this Section 6 in perpetuity commencing on the In-Service Date. For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

6.3. Selection of Residents. Lessee shall be responsible for the selection of residents of the Housing Units in compliance with lawful and reasonable criteria, including the criteria set forth herein and in Section 402.2 of the DDA.

6.4 Income of Residents. Following the initial lease-up of Housing Units to residents, and annually thereafter, the Lessee shall submit to Agency, at Lessee's expense, a summary of the income, household size and rent payable by each of the residents of the Housing Units. At the Agency's request, Lessee shall also provide to the Agency completed income computation and certification forms, in a form acceptable to the Agency, for any such tenant or residents. Lessee shall obtain, or shall cause to be obtained by the Property Manager, a certification from each tenant leasing an Affordable Unit demonstrating that such tenant is a

Very Low Income Household or Lower Income Household, as applicable, and meets the eligibility requirements established for the Housing Unit. Lessee shall verify, or shall cause to be verified by the Property Manager, the income certification of the tenant as set forth in Section 6.6 hereof.

6.5 Determination of Affordable Rent for the Affordable Units. Each Affordable Unit shall be rented at an "Affordable Rent," as follows:

a. For the fourteen Affordable Units that will be rented to Very Low Income Households, seven (7) of the Affordable Units shall be rented at the lesser of (a) High HOME Rent (as defined below) or (b) CRL Very Low Income Rent (as defined below). The other seven (7) of the Affordable Units shall be rented at the lesser of (a) Low HOME Rent (as defined below) or (b) CRL Very Low Income Rent.

b. The nineteen (19) Affordable Units that will be rented to Lower Income Households shall be rented at CRL Lower Income Rent (as defined below).

As used herein, "CRL Lower Income Rent" is defined under Health and Safety Code Section 50053(b)(3), as it may amended. As of the Date of Agreement, CRL Lower Income Rent is defined as the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for that unit. For those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, CRL Lower Income Rent shall be defined as thirty percent of gross income of the household.

As used herein, "CRL Very Low Income Rent" is defined under Health and Safety Code Section 50053(b)(2). As of the Date of Agreement, CRL Very Low Income Rent is defined as the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for that unit.

As used herein, "High HOME Rent" is defined under 24 C.F.R. 92.252(a) as the lesser of (a) the fair market value for comparable housing in the area as determined by the United States Department of Housing and Urban Improvements ("HUD") under 24 CFR 888.11, less the monthly allowance for utilities and services to by paid by each tenant, or (b) thirty percent (30%) of sixty-five percent (65%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit.

As used herein, "Low HOME Rent" is defined under 24 C.F.R. 92.252(b) as the lesser of (a) the rent for Very Low Income Households that does not exceed 30 percent of 50 percent of the area median income as determined by United States Department of Housing and Urban Improvements ("HUD"), with adjustments for smaller and larger families, or (b) High HOME Rent

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water,

electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit.

c. The rents of the apartment units in the Improvements may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Burbank Housing Authority, established in connection with the Section 8 program administered by the United States Department of Housing and Urban Improvements, or other method acceptable to the Agency. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

In the event the Lessee charges rents for one or more of the Housing Units which exceed Affordable Rent, the Lessee shall promptly, and without necessity of notice or request therefore by the Agency, correct such rent and repay the amount of overcharge to the residents so charged. The cost to rectify such a discrepancy to Lessee shall not be deemed to constitute an expense of the Property. Any penalties arising from the charging of rents which exceed Affordable Rent shall be paid solely by Lessee.

6.6. Verifications. Lessee shall verify, or shall cause to be verified by the Property Manager, the income of each proposed and existing tenant of the Housing Units in an appropriate manner. Following the issuance of the Release of Construction Covenants pursuant to Section 311 of the DDA, and on or before June 30 of each year thereafter (or another mutually acceptable date approved in writing by the parties), Lessee, as an expense of the Property, shall submit to Agency the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in a form reasonably acceptable to the Agency. Each annual report shall cover the immediately preceding fiscal year.

In addition, commencing on the first anniversary of the Commencement Date of this Lease, and continuing on each anniversary thereafter during the Term, the Lessee shall submit an Audited Financial Statement for the previous fiscal year (or portion thereof, including all funds from whatever source provided to the Lessee or Developer in connection with the Property. The Audited Financial Statement shall demonstrate ongoing compliance with the financial requirements of this Lease, including, without limitation, the requirements under Article 6 hereof to charge an Affordable Rent, the requirements of Section 10(i) to maintain the Operating Reserve, and the requirements of Section 10(j) to maintain the Capital Replacement Reserve.

The Lessee shall maintain on file each tenant's executed lease and income verification and rental records for the Property and the Housing Units. The Lessee shall maintain complete and accurate records pertaining to the Extremely Low Income Units, Very Low Income Units, the Moderate Income Units, and any other units and will permit any duly authorized representative of the Agency, during regular business hours at the office of the Property Manager or at the Property, and at the Agency's sole cost and expense, to inspect the books and records of the Lessee pertaining to the Property, including those records pertaining to the occupancy of the Extremely Low Income Units, the Very Low Income Units, the Moderate Income Units, and any other units. The Lessee shall prepare and submit to the Agency annually commencing on the first

anniversary of the Commencement Date and on each anniversary thereof throughout the Term, a certificate of continuing program compliance. Such documentation shall state for each unit in the Project the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determined compliance with the terms of this Lease, the Regulatory Agreement and the DDA.

6.7. Occupancy Standards. Occupancy of Housing Units in the Improvements shall be limited to two persons per bedroom plus one additional person per Housing Unit. Thus, one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons

6.8. Regulatory Agreement. The Lessee shall execute, acknowledge, and deliver to Agency a "Regulatory Agreement," in the form of Attachment No. 8 to the DDA, to be recorded with respect to the Property in the official records of Los Angeles County, California. The Lessee shall comply with the Regulatory Agreement. The Regulatory Agreement and this Lease shall be construed to be consistent to the greatest feasible extent. In the event of any express conflict, this Lease shall control over the Regulatory Agreement, unless the Regulatory Agreement imposes a stricter requirement on the Lessee.

7. UTILITIES AND TAXES.

7.1 Utilities. Lessee shall pay, or provide for the payment by residents of the Housing Units, all charges for gas, electricity, water, sewer, garbage collection, and other utilities furnished to the Property and the Improvements and all sewer use charges, hookup or similar charges or assessments for utilities levied against the Property and the Improvements for any period included within the Term.

7.2 Real Estate Taxes.

(a) As used herein, the term "real estate taxes' shall mean all real estate taxes, assessments for improvements to the Property, municipal or county water and sewer rates and charges, or any other assessments or taxes, which shall be levied against the Property or the Improvements, or any interest therein, and which become a lien thereon and accrues during the Term.

(b) Any real estate taxes which are payable by Lessee hereunder shall be prorated between Agency and Lessee as of the Commencement Date and then again at the expiration or earlier termination of the Term.

(c) Lessee shall have the right to contest in good faith the amount or validity of any real estate taxes, in whole or in part, by appropriate administrative and legal proceedings, without any costs or expense to Agency.

(d) Lessee shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property.

The Agency does not represent or warrant to the Lessee that such an exemption will be available to the Lessee. The Lessee shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Propety, subject to the right to contest in good faith the amount or validity of any such taxes or to receive an exemption from the payment of taxes as provided above.

7.3 Personal Property. Lessee covenants and agrees to pay before delinquency all personal property taxes, assessments and liens of every kind and nature upon all personally as may be from time to time situated within the Property and the Building.

7.4 Possessor Interest. Pursuant to Health and Safety Code Section 33673, the Property is required to be assessed and taxed in the same manner as privately owned property. Agency shall provide notice to the Los Angeles County Assessor within thirty (30) days of the commencement of this Lease as required by Health and Safety Code Section 33673.1. Lessee shall pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all real estate taxes which may be levied against any and all interests in the Property and any Improvements during the Term, and not merely the assessed value of the leasehold interest in the Property; provided, however, that Lessee may apply for and receive a full or partial exemption from the payment of property taxes and assessments as set forth in Section 7.2 above.

8.1. Ownership During Term. With the exception of the Activity Center (which shall be deemed property of the Lessee), all improvements constructed, improved or rehabilitated on the Property by Lessee as provided in the DDA and as permitted by this Lease (the "Improvements") shall, during the Term, be and remain the property of Lessor; provided, however, that Lessee shall have no right to waste the Improvements, or to destroy, demolish or remove the Improvements except as otherwise permitted pursuant to this Lease; and provided further that Lessee's rights and powers with respect to the Improvements are subject to the terms and limitations of this Lease. Agency and Lessee intend that the improvements constituting the Improvements shall be real property.

8.2. Ownership at Termination. Upon termination of this Lease, whether by expiration of the Term or otherwise, all improvements and fixtures, including the Activity Center, shall, without compensation to Lessee, then become Agency's property, free and clear of all liens, encumbrances, and claims to or against them by Lessee or any third person, firm or entity, including but not limited to any mortgagee or lender. At the option of the Agency, the Agency may require the Lessee to demolish and remove any improvements to the Property which have not previously been approved by the Agency.

9. INDEMNIFICATION: FAITHFUL PERFORMANCE.

Except as otherwise set forth herein, Lessee shall not suffer or permit any liens to be enforced against the fee simple estate in reversion of Agency as to the Property and Improvements, nor against Lessee's leasehold interest therein by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone holding the Property and the Improvements, or any part thereof, through or under Lessee. Lessee agrees to defend, indemnify, and hold Agency and City and their respective officers, officials, employees, agents, and representatives, harmless against such liens. If any such lien shall at any time be filed against

the Property or the Improvements, Lessee shall, within thirty (30) days after notice to Lessee of the filing thereof, cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity, in whole or in part, of any such lien by appropriate proceedings but in such event, Lessee shall notify Agency and promptly bond such lien in the manner authorized by law with a responsible surety company qualified to do business in the State of California or provide other security acceptable to Agency. Lessee shall prosecute such proceedings with due diligence. Nothing in this Lease shall be deemed to be, nor shall be construed in any way to constitute, the consent or request of Agency, express or implied, by inference or otherwise, to any person, firm or limited partnership for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Property, the Improvements, or any part thereof prior to commencement of Rehabilitation of the Property, or any repair or alteration thereto, Lessee shall give Agency not less than fifteen (15) days advance notice in writing of intention to begin said activity in order that nonresponsibility notices may be posted and recorded as provided by State and local laws. Notwithstanding the foregoing, however, the Agency shall give its reasonable approval to permit a deed of trust securing Lessee's Permanent Loan to be secured against its fee simple interest, if, in the Agency's reasonable opinion, said security of the Permanent Loan is necessary to allow Lessee obtain the Permanent Loan in accordance with the DDA.

10. MAINTENANCE AND REPAIR.

Lessee agrees to assume full responsibility for the management, operation and maintenance of the Improvements and the Property throughout the Term without expense to Agency, and to perform all repairs and replacements necessary to maintain and preserve the Improvements and the Property in good repair, in a neat, clean, safe and orderly condition reasonably satisfactory to Agency and in compliance with all applicable laws, subject to ordinary wear and tear. Lessee agrees that Agency shall not be required to perform any maintenance, repairs or services or to assume any expense in connection with the Improvements and the Property. Lessee hereby waives all rights to make repairs or to cause any work to be performed at the expense of Agency as may be provided for in Section 1941 and 1942 of the California Civil Code, if applicable. The Lessee shall manage and maintain the Improvements on the Property in conformity with the Burbank Municipal Code.

The following standards shall be complied with by Lessee and its maintenance staff, contractors or subcontractors:

(a) Lessee shall maintain the Property, including the Improvements, the individual Housing Units, all common areas and buildings, all exterior facades, all sidewalks, and all exterior areas, in a safe and sanitary fashion suitable for a high quality multi-family rental housing development, subject to ordinary wear and tear. The Lessee agrees to provide utility services, administrative services, supplies, contract services, maintenance, maintenance reserves, and management which are necessary for the maintenance of the entire Property including interior tenant spaces, common area spaces and exterior common areas.

(b) Landscape maintenance shall include, but not be limited to: watering and irrigation; fertilization; mowing, edging, and trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility of any public and private roads on or immediately adjacent to the

Property, and optimum irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practices by Lessee.

(c) Clean-up maintenance shall include, but not be limited to: maintenance of all private paths, sidewalks, parking areas, driveways, curbs, gutters and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, lifter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of.

(d) The Property shall be maintained in conformance with, in accordance with and in compliance with the approved construction and architectural and landscape plans and design scheme, as the same may be amended from time to time with the approval of the City.

(e) All maintenance work shall conform to all applicable federal and state standards and regulations for the performance of maintenance, including without limitation the Occupational Safety and Health Act.

(f) Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance performed by Lessee, Property Manager or their contractors shall be applied in strict accordance with all governing regulations and in accordance with the manufacturer's directions for their use.

(g) Parking lots, lighting fixtures, trash enclosures, and all areas which can be seen from the adjacent streets shall be kept free from any debris or waste materials by regularly scheduled maintenance.

(h) All concrete and asphalt surfaces, including but not limited to retaining walls, driveways, sidewalks, curbs and gutters, patios, landings, stairs, and parking areas shall be maintained in a state of good repair, free of cracks and chipping, and as to those surfaces which are pedestrian ways, with a surface finish which is accessible in accordance with the Americans with Disabilities Act and any other similar state or federal laws and regulations.

(i) The Nonprofit shall also, or cause the Property Manager to, set aside not less than Three Hundred Dollars ($300) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). The annual contribution to the Capital Replacement Reserve shall increase in an amount equal to the Consumer Price Index for the Los Angeles-Riverside-Orange County survey area. The Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the

following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

The Nonprofit shall set aside, on a monthly basis, in a separate reserve account (the "Operating Reserve"), the sum of two percent (2%) of the Effective Gross Income of the Property. In no event, however, shall the Nonprofit be required to increase the Operating Reserve to an amount which exceeds two percent (2%) of the gross income of the Property during the first full calendar year after the completion of the Rehabilitation of the Property. The Nonprofit shall retain such amount in the Operating Reserve to fund shortfalls between income and actual operating expenses.

The Nonprofit shall also set aside, on a monthly basis, in a separate account, the sum of ten percent (10%) of Effective Gross Income for the Affordable Housing Agreements Expenses (as defined in the DDA). The Nonprofit shall also set aside, in a separate account, twelve percent (12%) of Effective Gross Income to be utilized exclusively for all costs associated with complying with Section 406 of this DDA ("Activity Center Expenses").

(k) For purposes of this Section 10, "Effective Gross Income' of the Improvements shall mean the gross income actually generated by the Property and actually received by Lessee from third parties (excluding interest on reserve accounts), including without limitation rents and laundry revenues, without deduction for any expenses.

11. ENVIRONMENTAL MATTERS.

11.1 Definitions. For the purposes of this Lease, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

(a) The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the County of Los Angeles, the State of California, regional governmental authority or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a 'hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to

Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §960 1 at seq. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, operation, rehabilitation or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Improvements, including without limitation alcohol, aspirin, tobacco and saccharine.

(b) The term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, groundwater, air or other elements on, in or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time (whether before or after the Date of Lease) emanating from the Property.

(c) The term "Governmental Requirements" shall mean all past, present and future laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the city, or any other political subdivision in which the Property is located, and any other state, county city, political subdivision, agency, instrumentality or other entity exercising jurisdiction over Agency, Lessee or the Property.

11.2 Property Evaluation. Pursuant to Section 207 of the DDA, Lessee has had an opportunity, prior to the Commencement Date of this Lease, to engage its own environmental consultant to make such investigations of the Property as Lessee has deemed necessary, and Lessee has approved the environmental condition of the Property. Lessee assumes any and all responsibility and Liabilities (as defined in Section 11.3 of this Lease) for all Hazardous Materials Contamination of the Property which occurs during the Term of this Lease or extension thereof, except to the extent of any remediation which the Agency may have agreed to perform upon the Property pursuant to the DDA.

11.3 Indemnification.

Upon and after the Commencement Date of this Lease, Lessee agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Property, use on the Property, generation on the Property, discharge from the Property, storage on the Property, disposal on or from the Property, or transportation to or from the Property, of any Hazardous Materials during the term of this Lease, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property during the term of this Lease by Lessee, its agents, employees, contractors, invitees or licensees. This indemnity shall include,

without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment; provided, however, under no circumstances shall these indemnity obligations of Lessee include any obligation for payment of punitive damages assessed against Agency or City or theft officers, employees, agents or representatives. Lessee's obligations under this Section 11.3(a) shall survive the expiration of this Lease.

11.4 Duty to Prevent Hazardous Material Contamination. Lessee shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Lessee shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards generally applied by apartment complexes in Los Angeles County, California as respects the disclosure, storage, use, removal, and disposal of Hazardous Materials.

11.5 Obligation of Lessee to Remediate Premises. Notwithstanding the obligation of Lessee to indemnify Agency pursuant to Section 11.3 of this Lease, Lessee shall, at its sole cost and expense, promptly take (i) all actions required by any federal, state, regional, or local governmental agency or political subdivision or any Governmental Requirements and (ii) all actions necessary to make full economic use of the Property for the purposes contemplated by this Lease and the Regulatory Agreement, which requirements or necessity arise from the presence upon, about or beneath the Property of any Hazardous Materials or Hazardous Materials Contamination occurring during the Term. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Lessee shall take all actions necessary to promptly restore the Property to an environmentally sound condition for the uses contemplated by this Lease and the Regulatory Agreement to the extent allowable under applicable Governmental Requirements.

11.6 Right of Entry. Notwithstanding any other term or provision of this Lease, Lessee shall permit Agency or its agents or employees to enter the Property at any time during normal business hours (except in the event of an emergency), without prior notice in the event of an emergency, and with not less than twenty-four (24) hours advance notice if no emergency is involved, to inspect, monitor and/or take emergency or long-term remedial action with respect to Hazardous Materials and Hazardous Materials Contamination on or affecting the Property, or to discharge Lessee's obligations hereunder with respect to such Hazardous Materials and Hazardous Materials Contamination when Lessee has failed to do so after notice from Agency and an opportunity to cure such deficiency. Except in the event of an emergency, Lessee shall have thirty (30) days following receipt of reasonably detailed written notice from the Agency setting forth the nature and scope of the default to implement a cure; provided, however, Lessee shall not be in default hereunder if such cure is not reasonably capable of being cured within such thirty (30) day period and Lessee takes all reasonable steps during such initial thirty (30) day period to commence the cure (including, for example, engagement of competent environmental consultants, or the conducting of any preliminary testing) and diligently

prosecutes it to completion. In the event of an emergency, Lessee shall implement a cure of such default as soon as practicable following receipt of reasonably detailed written notice from the Agency setting forth the nature and scope of the default. All reasonable and necessary costs and expenses incurred by Agency in connection with performing Lessee's obligations hereunder following Lessee's failure to cure shall be reimbursed by Lessee to Agency within thirty (30) days of Lessee's receipt of written request therefore.

11.7 Storage or Handling of Hazardous Materials. Lessee, at its sole cost and expense, shall comply with all Governmental Requirements for the storage, use, transportation, handling and disposal of Hazardous Materials on or about the Property, to the extent such Hazardous Materials are stored, used, transported, handled or disposed of by Lessee or its agents, contractors, employees, tenants, licensees or invitees. Lessee shall conduct all monitoring activities required or prescribed by applicable Governmental Requirements, and shall, at its sole cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted Governmental Requirements. In addition, in the event of any complaint or governmental inquiry, or if otherwise deemed necessary by Agency in its reasonable judgment, Agency may require Lessee, at Lessee's sole cost and expense, to conduct specific monitoring or testing activities with respect to Hazardous Materials on the Property. Lessee's monitoring programs shall be in compliance with applicable Governmental Requirements, and any program related to the specific monitoring of or testing for Hazardous Materials on the Property, shall be satisfactory to Agency, in Agency's reasonable discretion. Subject to Section 11.3 above, Lessee shall further be solely responsible, and shall reimburse Agency, for all costs and expenses incurred by Agency arising out of or connected with the removal, clean-up and/or restoration work and materials necessary to return the Property and any property adjacent to the Property affected by Hazardous Materials emanating from the Property during the Term to their condition existing at the time of the Lessee s Property evaluation. Lessee's obligations hereunder shall survive the termination of this Lease and shall not merge with any grant deed.

11.8 Environmental Inquiries. Lessee shall notify Agency, and provide to Agency a copy or copies, of the following environmental permits, disclosures, applications, entitlements or inquiries relating to the Property: notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements, and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and Lessee shall report to Agency, as soon as possible after each incident, any unusual, potentially important incidents with respect to the Hazardous Materials or Hazardous Materials Contamination.

In the event of a release on or from the Property during the Term of any Hazardous Materials into the environment in violation of this Section 11, Lessee shall, as soon as possible after the release, furnish to Agency a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request of Agency, Lessee shall furnish to Agency a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

12. ALTERATION OF IMPROVEMENTS.

Upon completion of the Rehabilitation pursuant to the requirements of the DDA, Lessee shall not make or permit to be made any structural alteration of the Property or Improvements, nor demolish all or any part of the Property or Improvements, without obtaining all required City permits and entitlements, and without obtaining the prior written consent of Agency; provided, however, that the foregoing shall not prohibit or restrict the repair and/or replacement of the Property by Lessee in accordance with Section 10 hereof. In requesting such consent of the Agency, Lessee shall submit to Agency detailed plans and specifications of the proposed work and an explanation of the need and reasons therefore. Agency's consent shall not be unreasonably withheld, conditioned or delayed; however, it may be withheld if the Agency deems it inconsistent with the DDA, Loan Agreement, or Regulatory Agreement. This provision shall not limit or set aside any obligation of Lessee under this Lease to maintain the Improvements and the Property in a clean and safe condition, including structural repair and restoration of damaged Improvements. Agency shall not be obligated by this Lease to make any improvements to the Property or to assume any expense therefore. Lessee shall not commit or suffer to be committed any waste or impairment of the Property or the Improvements, or any pan thereof, except as otherwise permitted pursuant to this Lease.

13. DAMAGE OR DESTRUCTION.

13.1 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section 13.3 below, if the Property or Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Lessee, Lessee shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Property and/or Improvements to substantially the same condition as the Property and/or Improvements is required to be maintained in pursuant to this Lease, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Lessee shall complete the same as soon as possible thereafter so that the Property and/or Improvements can be occupied in accordance with this Lease. Subject to Section 25.23 hereof, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date Lessee obtains insurance proceeds unless Agency's Executive Director or designee, in his or her reasonable discretion, approves a longer period of time. Agency shall cooperate with Lessee, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Property do not permit the repair, replacement, or restoration to substantially predamaged condition, Lessee may elect not to repair, replace, or restore the Improvements by giving written notice to Agency (in which event Lessee will be entitled to all insurance proceeds, subject to Lessee's obligations to lenders or other third parties, but Lessee shall be required to remove all debris from the Property) or Lessee may reconstruct such other improvements on the Property as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction. In the event Lessee elects not to repair, replace, or restore and give Agency notice of such election as provided herein, this Lease shall terminate, and ownership of the Improvements shall revert to the Agency as provided in Section 8.2 hereof.

13.2. Continued Operations. During any period of repair, Lessee shall continue, or cause the continuation of, the operation of the Improvements, Housing Units, and Affordable Units on the Property to the extent reasonably practicable from the standpoint of prudent business management.

13.3 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Property is destroyed or substantially damaged by a casualty for which Lessee is not required to (and has not) insured against, then Agency shall deliver written notice to Lessee of its obligations under this Section 13.3 within thirty (30) days of such event of substantial damage or destruction. In the event that the projected cost of repair, replacement or restoration does not exceed the sum of (a) the funds in the Capital Replacement Reserve, plus (b) the funds in the Operating Reserve (the "Maximum Repair Cost"), Lessee shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 13.1 above and continue operation of the Improvements during the period of repair (if practicable) in accordance with Section 13.2 above. In the event that the projected cost of repair, replacement or restoration is projected to exceed the Maximum Repair Cost, Lessee may elect not to repair, replace, or restore such improvements, and to terminate this Lease, by providing Agency with written notice thereof within ninety (90) days after such damage or destruction, and upon the effectiveness of such termination ownership of the Improvements shall revert to the Agency as provided in Section 8.2 hereof. Notwithstanding the foregoing, however, in the event that the Agency, in its sole and absolute discretion, elects to pay for the costs of repair, replacement or restoration in excess of the Maximum Repair Cost, such termination shall be ineffective, and the Lessee shall be responsible for the costs of repair, replacement and restoration up to the Maximum Repair Cost, and the Agency shall be responsible for the costs of repair, replacement and restoration in excess of the Maximum Repair Cost. In no event, however, shall the Lessee be obligated to spend more the Maximum Repair Cost to satisfy its obligations under this Section 13.3 to repair, replace or restore the Property. In the event that the Lease is terminated by Lessee, and the Agency does not elect to pay for the costs of repair, replacement or restoration in excess of the Maximum Repair Cost, Lessee shall remove all debris from the applicable portion of the Property.

14. SALE, ASSIGNEMNT, SUBLEASE OR OTHER TRANSFER

Except for (a) leases of particular dwelling units to residents, (b) the lease of or grant of an easement or license to the City, (c) the daily rentals of space within the Activity Center portion of the Improvements to outside parties, and (d) transfers permitted pursuant to Section 603 of the Regulatory Agreement, Lessee shall not sell, assign, sublease, or otherwise transfer this Lease or any right therein, nor make any total or partial sale, assignment, sublease, or transfer in any other mode or form of the whole or any part of the Property or the Improvements (each of which events is referred to in this Lease as an "Assignment"), without prior written approval of Agency, which approval shall not be unreasonably withheld as more particularly set forth below in this Section 14. Any purported assignment without the prior written consent of Agency shall render this Lease absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction or rehabilitation of the Improvements at any time during the Term.

(c) Any requested assignment for financing purposes (subject to such financing being considered and approved by Agency pursuant to Section 15 herein), including the grant of a deed of trust and/or other loan documents to secure the funds necessary for permanent financing of the Rehabilitation.

(d) The leasing or rental of individual Housing Units within the Improvements.

In the event of an assignment by Lessee under subparagraphs (a) above, not requiring Agency's prior approval, Lessee nevertheless agrees that at least thirty (30) days prior to such assignment it shall give written notice to Agency of such assignment and satisfactory evidence that the assignee or sublessee has assumed jointly with Lessee the obligations of this Lease.

Agency agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 14, provided Lessee delivers written notice to Agency requesting such approval. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 14 and as reasonably determined by Agency. Agency shall evaluate such proposed transferee or assignee on the basis of its development qualifications and experience and/or qualifications and experience in the operation of facilities similar to the Property and Improvements, including experience working with cities and redevelopment agencies, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, which Agency reasonably determines does not process sufficient qualifications. An assignment and assumption agreement in form satisfactory to Agency's Executive Director or designee shall also be required for all proposed assignments. Within thirty (30) days after the receipt of the Lessee's written notice requesting approval of an assignment or transfer pursuant to this Section 14, Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Lessee shall promptly furnish to Agency such further information as may be reasonably requested. Review of experience in operating similar Developments shall not be required with respect to institutional lenders providing financing pursuant to Section 15 hereof so long as the original Lessee (or a successor that has been expressly approved in writing by Agency) remains responsible for operating the Improvements and performing as Lessee pursuant to this Lease. Approval by Agency of any such sale, assignment, sublease or transfer shall be deemed to relieve Lessee or any approved or permitted assign or successor from any obligations under this Lease.

Notwithstanding any provision in this Section 14 to the contrary, in no event shall Lessee make any assignment which would or could be effective beyond the Term without the prior written consent of the Agency.

Agency may assign or transfer any of its rights or obligations under this Lease with the approval of the Lessee, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Lessee.

15. FINANCING.

Financing necessary to undertake the Rehabilitation and long-term operation of the Property is subject to the requirements of Section 311 of the DDA. In conjunction with such financing financing, Lessee may, at any time and from time to time during the Term, upon prior written notice to Agency and subject to the requirements of Sections 9 and/or 15 hereof, request that Agency authorize Lessee to mortgage, pledge, hypothecate or otherwise encumber to a federally or state chartered bank or savings and loan, a mortgage company or similar institutional lender (herein called "Lender"), by deed of trust or mortgage or other security instrument, all of Lessee's right, title and interest pursuant to this Lease and the leasehold estate hereby, following thirty (30) days prior written notice to Agency, to secure financing the Rehabilitation and/or long-term operation of the Improvements and Property. Agency shall consider such request in good faith, and may approve, disapprove, or conditionally approve in Agency's reasonable discretion.

Notwithstanding anything in this Section 15 to the contrary, Lessee shall not, without the prior written consent of Agency, which may be given or withheld in Agency's sole discretion, obtain any capital improvement loan or other conveyance for financing secured by the Property or this Lease, the term of which loan or other conveyance for financing purposes extends beyond the Term.

16. INDEMNITY.

Lessee shall defend, indemnify, assume all responsibility for, and hold Agency and City, and their respective officers, employees, agents, and representatives harmless from, all claims, demands, damages, defense costs or liability of any kind or nature (including attorneys' fees and costs) and for any damages to property or injuries to persons, including accidental death, which may be caused by or arise out of the Lessee's performance or failure to perform its obligations pursuant to this Lease, whether such activities or performance thereof be by the Lessee or by anyone employed or contracted with by the Lessee and whether such damage shall accrue or be discovered before or after termination of this Lease, or from any defect in the Property or the Improvements, or from any displacement of residents or liability for relocation assistance pursuant to Government Code Section 7260, et seq., due to the acts of Lessee hereunder. Lessee shall not be liable for property damage or bodily injury occasioned by the sole negligence of, willful misconduct of, or breach of this Lease by Lessee or its agents or employees.

17. INSURANCE.

17.1. Insurance to be Provided by Lessee. During the Term, Lessee, at its sole cost and expense, shall itself take out and maintain, or cause to be taken out and maintained, the following insurance coverage, in addition to any insurance which may be required pursuant to the DDA:

(a) Maintain or cause to be maintained a policy or policies of all-risk property insurance. Such insurance policy shall be maintained in an amount not less than one

hundred percent (100%) of the "Full Insurable Value" of the Property and Improvements, as defined herein in this Section 17.

(b) Maintain or cause to be maintained, upon the commencement of the occupancy of the Housing Units, use and occupancy or business interruption or rental income insurance against the perils of fire, lightning, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage fire insurance policies, in an amount equal to not less than twelve (12) months' Effective Gross Income payable to Lessee from residents on the Property, assuming one hundred percent (100%) occupancy.

(c) Maintain or cause to be maintained, in an amount not less than Two Million Dollars ($2,000,000), combined single limit, commercial general liability insurance. The required amount of insurance shall be subject to increases as Agency may reasonably require from time to time, upon the recommendation of City risk management personnel, but not more frequently than every twenty-four (24) months. In no event shall such increase or increases exceed the increase during such period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, Subgroup "All Items," in the geographical area applicable to the Burbank area. Lessee agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from Lessee's activities, activities of its sublessees or the activities of any other person or persons for which Lessee is otherwise responsible.

(d) Maintain or cause to be maintained by the Property Manager worker's compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers compensation insurance shall cover all persons employed by Lessee and/or Property Manager in connection with the Property and the Improvements and shall cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for on behalf of any person incurring or suffering injury or death in connection with the Property or the Improvements or the operation thereof by Lessee or Property Manager.

17.2. Definition of "Full Insurable Value". The term "Full Insurable Value" as used in this Section 17 shall mean the actual replacement cost of the Improvements, including the cost of construction of the replacing the Improvements, architectural and engineering fees, applicable governmental fees, and inspection and supervision. Lessee shall maintain the insurance policy required by Section 17.1(a) hereof at the current Full Insurable Value of the Property.

17.3. General Insurance Provisions. All policies of insurance provided for in this Section 17, except for the workers' compensation insurance, shall name Lessee as the insured and Agency and the City, and their respective officers, employees, agents, and representatives, as additional insureds, as theft respective interests may appear. All property casualty insurance policies shall include the interest of any Lessee's lender, and may provide that any loss is payable jointly to Lessee and Lessee's lender in which event such policies shall contain standard mortgage loss payable clauses. Lessee agrees to timely pay or cause to be timely paid all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance

with all insurance requirements necessary for the maintenance of such insurance. Lessee agrees to submit policies of all insurance required by this Section 17 of this Lease, or certificates and endorsement forms evidencing the existence thereof, to Agency on or before the effective date of this Lease, indicating full coverage of the contractual liability imposed by this Lease. At least thirty (30) days prior to expiration of any such policy, copies of renewal policies, or certificates and endorsement forms evidencing the existence thereof, shall be submitted to Agency. All policies shall be written by good and solvent insurers qualified to do business in California, with an A.M. Best's rating of not less than "A," and which are reasonably acceptable to the Agency Executive Director or designee. All policies or certificates of insurance shall also: (1) provide that such policies shall not be cancelled or limited in any manner without at least thirty (30) days prior written notice to Agency; and (ii) provide that such coverage is primary and not contributing with any insurance as may be obtained by Agency and shall contain a waiver of subrogation for the benefit of the City and Agency. Lessee may propose to the Agency that some or all of the insurance required hereunder be provided by umbrella coverage policies or other policies which provide equivalent coverage, and the Agency general counsel shall reasonably approve or disapprove such request in accordance with Agency and City risk management policies in effect at such time.

17.4. Failure to Maintain Insurance. If Lessee fails or refuses to procure or maintain insurance as required by this Lease, Agency shall have the right, at Agency's election, and upon ten (10) days prior written notice to Lessee, to procure and maintain such insurance. The premiums paid by Agency shall be treated as added rent due from Lessee, to be paid on the first day of the month following the date on which the premiums were paid. Agency shall give prompt written notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

17.5. Insurance Proceeds Resulting from Loss or Damage to Improvements. All proceeds of insurance with respect to loss or damage to the Property or Improvements during the term of this Lease shall be payable, under the provisions of the policy of insurance, to Lessee, and said proceeds shall constitute a trust fund to be used for the restoration, repair and rebuilding of the Improvements in accordance with plans and specifications approved in writing by Agency. To the extent that such proceeds exceed the cost of such restoration, repair or rebuilding, then such proceeds shall be used to repay any outstanding loans secured by encumbrances upon the Property, and any remaining proceeds shall be treated as income to the Improvements. Notwithstanding the foregoing, within the period during which there is an outstanding mortgage upon the Improvements, such proceeds shall be payable in accordance with mortgage loan documents.

In the event this Lease is terminated by mutual agreement of Agency and Lessee and the Property is not restored, repaired or rebuilt, the insurance proceeds and proceeds of the Capital Replacement Reserve and Operating Reserve shall be jointly retained by Agency and Lessee and shall be applied first to repay any outstanding loans secured by encumbrances upon Lessee's interest in this Lease, second to any payments due under this Lease from Lessee to Agency, third to restore the Property and Improvements to their original condition and to a neat and clean condition, and finally any excess shall be paid to the Agency, and Lessee shall have no further obligation hereunder to restore, repair or rebuild the Improvements; provided, however, that within any period when there is an outstanding mortgage upon the Improvements, such proceeds shall be applied in accordance with mortgage loan documents.

In the event this Lease is partially terminated by mutual agreement of Agency and Lessee and a portion of the Improvements is not restored, repaired or rebuilt, a pro rata portion of the insurance proceeds and proceeds of the Capital Replacement Reserve and Operating Reserve attributable to the portion of the Improvements which has been terminated shall be jointly retained by Agency and Lessee and shall be applied first to repay any outstanding loans secured by encumbrances upon Lessee's interest in this Lease, second to any payments due under this Lease from Lessee to Agency, third to restore the Property and Improvements to their original condition and to a neat and clean condition, and finally any excess shall be treated as income to the Improvements, and Lessee shall have no further obligation hereunder to restore, repair or rebuild the applicable portion of the Improvements subject to termination; provided, however, that within any period when there is an outstanding mortgage upon the Improvements, such proceeds shall be applied in accordance with mortgage loan documents.

18. EMINENT DOMAIN

In the event that the Property and/or the Improvements or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, then, as between Agency and Lessee (or mortgagee, if a mortgage is then in effect), the interests of Agency and Lessee (or mortgagee) in the award and the effect of the taking upon this Lease shall be as follows:

(a) In the event of such taking of only a part of the Property, leaving the remainder of the Property in such location and in such form, shape and size as to be used effectively and practicably for the conduct thereon of the uses permitted hereunder, this Lease shall terminate and end as to the portion of the Property so taken as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the Property not so taken and from and after such date the rental required by this Lease to be paid by Lessee to Agency shall be reduced in the proportion which the number of square feet so taken bears to the total number of square feet in the Property.

(b) In the event of taking of only a part of the Property, leaving the remainder of the Property in such location, or in such form, shape or reduced size as to render the same not effectively and practicably usable, for the conduct thereon of the uses permitted hereunder, this Lease and all right, title and interest thereunder shall cease on the date title to the Property or the portion thereof so taken vests in the condemning authority.

(c) In the event the entire Property is taken, this Lease and all of the right, title and interest thereunder, shall cease on the date title to the Property so taken vests in the condemning authority.

(d) In the event of taking of only Lessee's leasehold interest in the Property, this Lease shall terminate.

(e) Promptly after a partial taking that does not result in termination of this Lease, at Lessee's expense and in the manner specified in provisions of this Lease related to maintenance, repairs, alterations, Lessee shall restore the Property, to the extent possible and as permitted by law, so as to place them in a condition suitable for the uses and purposes for which

the Property was leased.

(f) In the event of any taking under subparagraphs (a), (b), (c) or (d) hereinabove, that portion of any award of compensation attributable to the fair market value of the land and improvements taken, or any part thereof or portion thereof, including the value attributable to this leasehold, if any, shall belong to Agency.

(g) Provided, however, that within the period during which there is an outstanding mortgage on Lessee's interest in this Lease, the mortgagee shall be entitled to any portion of the award attributable to the Lessee's interest in this Lease, consistent with the loan documents between Lessee and the mortgagees. Any excess portion of the award attributable to the condemnation of the Improvements shall be payable to Agency.

(h) Notwithstanding the foregoing provisions of this Section, Agency may, in its discretion and without affecting the validity and existence of this Lease, transfer Agency's interests in the Property in lieu of condemnation to any authority entitled to exercise the power of eminent domain. In the event of such transfer by Agency, Lessee (or mortgagee if a mortgage is then in effect) and Agency shall retain whatever rights they may have to recover from said authority the fair market value of their respective interests in the Improvements taken by the authority in the order set forth above.

(i) All valuations to be made pursuant to this Section 18 shall be made by mutual agreement of Agency and Lessee.

19. OBLIGATION TO REFRAIN FROM DISCRIMINATION

Lessee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Lessee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of residents, lessees, subtenants, sublessees or vendees of the Property or any portion thereof. The foregoing covenants shall run with the land.

Lessee shall refrain from restricting the rental or lease of the Property and the Improvements, or any portion thereof including individual Housing Units, on the basis of sex, marital status, race, color, creed, religion, ancestry or national origin of any person. All such leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Leases:

"The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of residents, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(b) In Contracts:

"There shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of residents, lessees, subtenants, sublessees or vendees of the premises."

20. NONDISCRIMINATION IN EMPLOYMENT

Lessee, for itself and its successors and assigns, agrees that during the operation of the Property provided for in this Lease, and during any work of repair or replacement, Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, physical or mental disability, sexual orientation, ancestry or national origin, or on the basis of any other category or status not permitted by law.

21. COMPLIANCE WITH LAW.

Lessee agrees, at its sole cost and expense, to comply and secure compliance by all contractors and residents of the Property and Improvements with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the Property and the Improvements thereon, as well as operations conducted thereon, and to faithfully observe and secure compliance by all contractors and residents of the Property and Improvements thereon with, in the use of the Property and the Improvements, all applicable county and municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and to pay before delinquency all taxes, assessments, and fees, if any, assessor levied upon Lessee or the Property or the Improvements, including the land and any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by Lessee or by reason of the business or other activities of Lessee upon or in connection with the Property and the Improvements. Lessee shall use good faith efforts to prevent residents from maintaining any nuisance or other unlawful conduct on or about the Property or in or about the Buildingds, and shall take such actions as are reasonably required to abate any such violations by residents of the Property and Improvements. The judgment of any court of competent jurisdiction, or the admission of Lessee or any sublessee or

permittee in any action or proceeding against them, or any of them, whether Agency be a party thereto or not, that Lessee, sublessee or permittee has violated any such ordinance or statute in the use of the Property or the Building shall be conclusive of that fact as between Agency and Lessee, or such sublessee or permittee.

22. ENTRY AND INSPECTION.

Agency reserves and shall have the right during reasonable business hours (except in cases of emergency), upon twenty-four (24) hours prior written notice (except in cases of emergency) to Lessee by the Executive Director of Agency or designee, to enter the Property and the Improvements for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Property and the Improvements or to inspect the operations conducted thereon, subject to the Agency's indemnification obligations as set forth in Section 16 hereof.

23. RIGHT TO MAINTAIN.

In the event that the entry or inspection by Agency pursuant to Section 22 hereof discloses that the Property or the Improvements are not in a decent, safe, and sanitary condition, Agency shall have the right, after thirty (30) days written notice to Lessee (except in case of emergency, in which event no notice shall be necessary) and Lessee's failure to cure such default within such thirty (30) day period or such longer period as provided below, to have any necessary maintenance work done for and at the expense of Lessee, and Lessee hereby agrees to pay promptly any and all costs incurred by Agency in having such necessary maintenance work done in order to keep the Property and the Improvements in a decent, safe and sanitary condition, provided that the Agency delivers such notice which is required hereunder. Notwithstanding the foregoing, except in cases of emergency, Lessee shall have thirty (30) days following receipt of reasonably detailed written notice setting forth the nature and scope of the default to implement a cure; provided, however, that Lessee shall not be in default hereunder if such default is not reasonably capable of being cured within such thirty (30) day period and Lessee takes all reasonable steps during such initial thirty (30) day period to commence the cure and diligently prosecute it to completion. In the event of an emergency, Lessee shall implement a cure of such default as soon as practicable following receipt of reasonably detailed written notice from the Agency setting forth the nature and scope of the default. The rights reserved in this Section 23 shall not create any obligations on Agency or increase obligations elsewhere in this Lease imposed on Agency.

24. EVENTS OF DEFAULT AND REMEDIES.

24.1. Events of Default by Lessee. The occurrence of any one (1) or more of the following shall constitute an event of default hereunder:

(a) Lessee shall fail to undertake the Rehabilitation in accordance with the DDA and within the times set forth in the DDA, subject to applicable cure periods set forth therein, following written notice from the Agency that such construction has not been completed within the required time; or

(b) Lessee shall abandon or surrender the Property or the Improvements; or

(c) Lessee shall fail or refuse to pay, within ten (10) days of notice from Agency that the same is due, any installment of rent or any other sum required by this Lease to be paid by Lessee; or

(d) Lessee shall fail to materially perform any covenant or condition of the DDA, Regulatory Agreement, the Agency Loan Agreement, this Lease, and/or any loan documents or regulatory agreements executed by Lessee which are permitted pursuant to the foregoing, other than as set forth in subparagraphs (a) or (b) above, and any such failure shall not be cured within thirty (30) days following the service on Lessee of a written notice from Agency specifying the failure complained of, or if it is not reasonably practicable to cure or remedy such failure within such thirty (30) day period, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

(e) Subject to any restrictions or limitations placed on Agency by applicable laws governing bankruptcy, Lessee's (i) application for, consent to or suffering of the appointment of a receiver, trustee or liquidator for all or for a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) admitting in writing its inability to pay its debts or its willingness to be adjudged a bankrupt; (iv) becoming unable to or failing to pay its debts as they mature; (v) being adjudged a bankrupt; (vi) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within ninety (90) days of such filing); (vii) convening a meeting of its creditors or any class thereof for purposes of effecting a moratorium, extension or composition of its debts; or (viii) suffering or permitting to continue unstayed and in effect for ninety (90) consecutive days any attachment, levy, execution or seizure of all or a portion of Lessee's assets or of Lessee s interest in this Lease, then such event, following the expiration of all applicable cure periods without cure, shall constitute an event of "default" under this Lease.

24.2. Remedies of Agency.

In the event of any such default as described in Section 24.1, Agency may, at its sole option:

(a) Correct or cause to be corrected said default and charge any costs thereof, to the extent applicable (including costs incurred by Agency in enforcing this provision) to the account of Lessee, which charge shall be due and payable within thirty (30) days after presentation by Agency of a statement of all or part of said costs;

(b) Correct or cause to be corrected said default and pay the costs thereof (including costs incurred by Agency in enforcing this provision) from the proceeds of any insurance;

(c) Exercise its right to maintain any and all actions at law or suits in equity to compel Lessee to correct or cause to be corrected said default and/or to obtain monetary damages for such default, as provided in Section 24.3 hereof;

(d) Have a receiver appointed to take possession of Lessee's interest in the Property and the Improvements, with power in said receiver to administer Lessee's interest in the Property and the Improvements, to collect all funds available to Lessee in connection with its operation and maintenance of the Property and the Improvements; and to perform all other acts consistent with Lessee's obligation under this Lease as the court deems proper;

(e) Maintain and operate the Property and the Improvements, without terminating this Lease during the period of such default;

(f) Terminate this Lease.

24.3. Damages. Damages which Agency recovers in the event of default under this Lease shall be those which are then available under applicable California case and statutory law to lessors for leases in the State of California including, but not limited to, any accrued but unpaid rent and the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the date of award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

24.4. Rights and Remedies are Cumulative. The remedies provided by this Section 24 are not exclusive and shall be cumulative to all other rights and remedies possessed by Agency. The exercise by Agency of one or more such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by Lessee.

24.5. Rights of Lenders.

(a) Cure by Mortgagee. Any mortgagee shall have the right, at any time during the Term, while this Lease is in full force and effect:

(i) to do any act required by Lessee hereunder, to prevent a forfeiture of Lessee's rights hereunder as if the same had been done or performed by Lessee;

(ii) to rely on the security afforded by the leasehold estate, and to acquire and to succeed to the interest of Lessee hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by deed given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person, firm or corporation.

If the mortgagee or Lessee shall have furnished, in writing, to Agency a request for notice, in the event of any default or breach hereunder on the part of Lessee, then Agency will not terminate this Lease by reason of such default or breach if the mortgagee shall, within sixty (60) days after the expiration of the applicable cure periods set forth herein and service on mortgagee of written notice from Agency or Agency's intention to terminate this Lease, either (i) cure such default if the same can be cured by the payment of money; or, if such is not the case (ii) undertake, in writing, to perform all covenants of this Lease capable of performance by

mortgagee. In the event of such undertaking, mortgagee shall be deemed to have cured such default if mortgagee proceeds in a timely and diligent manner to accomplish said cure; provided, however, that if in order to accomplish such cure, mortgagee must foreclose on its security interest or obtain leave of the court as in the case of bankruptcy proceedings, such default shall be deemed cured, nevertheless, if mortgagee shall have made every reasonable effort to obtain such leave in a timely and diligent manner or shall have commenced foreclosure proceedings. Provided that mortgagee cures any additional defaults in the manner and within the time herein specified, the inability of mortgagee to cure a default based upon Lessee' s bankruptcy or insolvency or other non-curable default shall not permit Agency to terminate the Lease on account of such default. Further, this section shall not be deemed to obligate mortgagee to undertake or cure any default based upon Lessee's bankruptcy or insolvency, or other non-curable default.

This obligation of mortgagee for the performance of the terms of this Lease shall terminate upon the sale, transfer or assignment of the right, title and interest of mortgagee in the leasehold estate to any other person, firm or corporation.

Any provisions contained in this Lease to the contrary notwithstanding, any mortgagee of the Property or its assignee, may enforce such mortgage and acquire title to the leasehold estate in any lawful manner and, pending foreclosure of any such mortgage, may take possession of the Property.

(b) New Lease on Termination of this Lease. In the event this Lease is terminated for any reason, any mortgagee shall have the right within sixty (60) days after receipt of notice of such termination to demand that Agency execute a new lease of the Property with mortgagee as Lessee hereunder. In such event mortgagee shall immediately execute a new lease which shall be for the unexpired term of this Lease (and shall include any unexpired option extension terms) and shall otherwise be identical with the terms of this Lease and shall have the same priority as this Lease. Such new lease shall be executed and delivered by the Agency to the mortgagee within sixty (60) days after receipt by the Agency of written notice from the mortgagee of such election to obtain a new lease and upon payment by the mortgagee of all sums owing by Lessee under the provisions of this Lease (less the rent and other income actually collected by Agency in the meantime from any sublessees or other occupants of the Premises) and upon performance by the mortgagee of all other obligations of Lessee under the provisions of this Lease with respect to which performance is then due and which are susceptible of being cured by the mortgagee. After such termination of this Lease and prior to the expiration of the period within which mortgagee may elect to obtain such new lease from the Agency, Agency shall refrain executing any new subleases or amending, canceling or terminating any existing subleases without the prior written consent of the mortgagee.

(c) Consent of Mortgagee. Notwithstanding the provisions of this Lease to the contrary, until such time as the indebtedness of Lessee to mortgagee shall have been fully paid, Agency shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this Lease, consent to any modification hereof or consent to the assignment hereof or of any part or portion of the term created thereby or of any of interest therein.

25. MISCELLANEOUS.

25.1 Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Lease.

25.2 Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of Los Angeles County, State of California, in any other appropriate court in that County, or in the Federal District Court in the District of California in which the Property is located.

25.3 Acceptance of Service of Process. In the event that any legal action is commenced by Lessee against Agency, service of process on Agency shall be made by personal service upon the Chairman or Executive Director or designee of Agency or in such other manner as may be provided by law.

In the event that any legal action is commenced by Agency against Lessee, service of process on Lessee shall be made by personal service upon Lessee or in such other manner as may be provided by law, and shall be effective whether made within or without the State of California.

25.4 Attorneys' Fees And Court Costs. In the event that either Agency or Lessee shall bring or commence an action to enforce the terms and conditions of this Lease or to obtain damages against the other party arising from any default under or violation of this Lease, then the prevailing party shall be entitled to and shall be paid reasonable attorneys' fees and court costs therefore in addition to whatever other relief such prevailing party may be entitled.

25.5 Financial Statement; Inspection of Books And Records. Lessee shall submit to the Agency on an annual basis, not later than one hundred twenty (120) days after the end of each calendar year during the term of this Lease, an audited financial statement for the operation of the Property and Improvements, which is prepared by a certified public accounting firm. In addition, Agency shall have the right (at Lessee's office, upon not less than forty-eight (48) hours' notice, and during normal business hours) to inspect the books and records of Lessee pertaining to the Property as pertinent to the purposes of this Lease. Lessee also has the right (at Agency's office, upon not less than forty-eight (48) hours' notice, and at all reasonable times) to inspect the books and records of Agency pertaining to the Property as pertinent to the purposes of this Lease.

25.6 Interest. Any amount due Agency that is not paid when due shall bear interest from the date such amount becomes due until it is paid. Interest shall be at a rate equal to the lesser of (1) the discount rate established by the San Francisco office of the Federal Reserve Bank, plus two percent (2%), on the first day of the month such amount becomes due, and (ii) the maximum rate permitted by applicable law.

25.7 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be given either by (i) personal service, (ii) delivery by

reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:'

Agency: Redevelopment Agency of the City of Burbank
275 E. Olive Avenue
Burbank, CA 91510
Attn: Asst. Executive Director

With a copy to: City Attorney's Office
275 E. Olive Avenue
Burbank, CA 91510

Lessee: Burbank Housing Corporation
241 W. Verdugo Avenue
Burbank, CA 91502

or to such other address as either party shall later designate for such purposes by written notice to the other party. Agency shall also give copies of such notices to any Lender or mortgagee which has requested such notice. Notices shall be deemed effective upon personal delivery or within three (3) days after mailing thereof as provided above; provided, however that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice to the delivering party shall be effective on the third day after the attempted delivery or deposit in the United States mail.

25.8 Time is of the Essence. Time is of the essence in the performance of the terms and conditions of this Lease.

25.9 Non-Merger of Fee And Leasehold Estates. If both Agency's and Lessee's estates in the Property become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of Agency and Lessee's lender. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as a merger and shall, at the option of Agency, terminate all or any existing sublease or subtenancies or may, at the option of Agency, operate as an assignment to Agency of any or all such existing subleases or subtenancies.

25.10 Holding Over. The occupancy of the Property after the expiration of the Term of this Lease shall be construed to be a tenancy from month to month, and all other terms and conditions of this Lease shall continue in full force and effect.

25.11 Conflict of Interest. No member, official or employee of Agency shall have any personal interest, direct or indirect, in this Lease nor shall any such member, official or employee

participate in any decision relating to the Lease which affects his personal interests or the interests of any limited partnership, partnership or association in which he is directly or indirectly interested.

Lessee warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

25.12 Non-Liability of Agency and City Officials And Employees. No member, official, officer, employee, agent, or representative of Agency or City shall be personally liable to Lessee, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Lessee or successor or on any obligations under the terms of this Lease.

25.13 Relationship. The relationship between the parties hereto shall at all times be deemed to be that of landlord and tenant. The parties do not intend nor shall this Lease be deemed to create a partnership or joint venture.

25.14 Transactions with Affiliates. Lessee shall not have the right to enter into transactions with subsidiaries, affiliates and other related entities for the purpose of leasing space, providing cleaning, maintenance and repair services, insurance policies and other purposes related to the use and development of the Property and the Improvements, without the prior written approval of the Agency, which approval shall be given only if the Agency reasonably concludes that all such costs, charges and rents are competitive with the costs, charges, rent and other sums which would be paid by or to, as the case may be, an unrelated third party.

25.15 Waivers and Amendments. All waivers of the provisions of this Lease must be in writing and signed by the appropriate authorities of Agency or Lessee. The waiver by Agency of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Agency shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this Lease, regardless of Agency's knowledge of such preceding breach at the time of acceptance of such rent. Failure on the part of Agency to require or exact full and complete compliance with any of the covenants or conditions of this Lease shall not be construed as in any manner changing the terms hereof and shall not prevent Agency from enforcing any provision hereof.

All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Lessee.

The Lessee's mortgagee permitted by this Lease shall not be bound by any waiver or amendment to this Lease without Lessee's mortgagee giving its prior written consent.

25.16 Non-Merger With DDA or Regulatory Agreement. None of the terms, covenants or conditions agreed upon in writing in the DDA or Regulatory Agreement and other instruments between the parties to this Lease with respect to obligations to be performed, kept or observed by Lessee or Agency in respect to the Property or any part thereof, shall be deemed to be merged

with this Lease.

25.17 Entire Agreement; Duplicate Originals; Counterparts. Except as set forth in Section 25.16, this Lease sets forth the entire understanding of the parties with respect to Lessee's lease of the Property. This Lease is executed in three (3) duplicate originals and counterparts, each of which is deemed to be an original. This Lease includes — pages and three exhibits, Exhibits A, B, and C.

25.18 Severability. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

25.19 Terminology. All personal pronouns used in this Lease, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of sections are for convenience only, and neither limit nor amplify the provisions of the Lease itself. Except for terms expressly defined in this Lease, all terms shall have the same meaning as set forth in the DDA.

25.20 Recordation. A short form memorandum of this Lease, in the form attached hereto as Exhibit "C", shall be recorded at or within one (1) day after the time the Lease is executed.

25.21 Binding Effect. This Lease, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

25.22 Estoppel Certificate. Each of the parties shall at any time and from time to time upon not less than twenty (20) days' prior notice by the other, execute, acknowledge and deliver to such other party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if them shall have been modifications that this Lease is in full force and effect as modified and stating the modifications), and the dates to which the rent has been paid, and stating whether or not to the best knowledge of the signer of such certificate such other party is in default in performing or observing any provision of this Lease, and, if in default, specifying each such default of which the signer may have knowledge, and such other matters as such other party may reasonably request, it being intended that any such statement delivered by Lessee may be relied upon by Agency or any successor in interest to Agency or any prospective mortgagee or encumbrance thereof, and it being further intended that any such statement delivered by Agency may be relied upon by any prospective assignee of Lessee's interest in this Lease or any prospective mortgagee or encumbrance thereof. Reliance on any such certificate may not extend to any default as to which the signer of the certificate shall have had no actual knowledge.

25.23 Force Majeure. The time within which Agency or Lessee is obligated herein to perform any obligation hereunder, other than an obligation that may be performed by the payment of money, shall be extended and the performance excused when the delay is caused by: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; natural disasters; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of

transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier (other than a contractor, subcontractor or supplier in which Lessee has a twenty-five percent (25%) or more ownership interest, or which is controlled by Lessee, or which is an affiliated entity of Lessee); acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of Agency which shall not excuse performance by Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.

25.24 Quiet Enjoyment. Agency does hereby covenant, promise and agree to and with Lessee that Lessee, for so long as Lessee is not in default hereof, shall and may at all times peaceably and quietly have, hold, use, occupy and possess the Property throughout the Term.

25.25 Agency Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by Agency, the Executive Director of Agency or his or her designee is authorized to act on behalf of Agency unless specifically provided otherwise or the law otherwise requires.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their lawfully authorized officers.

AGENCY:

BURBANK REDEVELOPMENT AGENCY

_____
Signature

_____
Name (please print)

_____
Title

ATTEST:
Office of the City Clerk

_____
Margarita Campos, City Clerk

LESSEE:

BURBANK HOUSING CORPORATION

_____
Signature

_____
Name (please print)

_____
Title

Approved as to Form and Legal Content:
Dennis A. Barlow, City Attorney

_____
Signature

_____
Michael J. Garcia

_____
Assistant City Attorney

ATTACHMENT NO. 4

SCOPE OF REHABILITATION

The Scope of Work will consist if rehabilitation of the buildings and grounds located at 1801-1815 Grismer Avenue and 1729-1735 Elliott Drive and the parcel known at 1819 Grismer Avenue in the City of Burbank. The scope of work includes the construction of a new Activity Center and the conversion of 12 two bedroom units to twelve three-bedroom units in accordance with plans to be submitted to the City's Housing Division and Building Division. The rehabilitation work will, at minimum, bring the Property into conformance with all uniform codes and municipal standards designed to protect the public welfare and safety. The work will include but not be limited to the following:

Apartment interiors:	Repairs and remodeling of bathrooms, kitchens, bedrooms, living rooms and halls, upgrade of plumbing and electrical systems
Demolition:	Demolition of four end units at 1801 Grismer, the entire 20-unit structure at 1807 and two units at 1729 Elliott Drive
Building exteriors:	Repair and/or replacement of walls, roofs, doors and windows
Common areas:	Landscaping, new parking lot, hardscape, fencing
New construction:	New Activity Center, approximately 2,000 sq feet
Hazard control:	Remediation of lead-based paint and asbestos as required .

ATTTACHMENT NO. 5

SCHEDULE OF PERFORMANCE

Action	Date
1. Execution and Delivery of Agreement by NONPROFIT. The NONPROFIT shall execute and deliver this Agreement to the Agency.	Not later than September 8, 2003
2. Approval – Basic Concept Drawings. The Agency and NONPROFIT shall mutually review and approve Basic Concept Drawings containing the overall plan for development of the Site.	Not later than September 8, 2003
3. Agency/City Public Hearing to Consider the Disposition and Development Agreement (DDA) and Adoption of a Resolution Approving the DDA.	Not later than September 23, 2003
4. Submission–Demolition Plans for 1801 Grismer Avenue and 1729 Elliott Drive. The NONPROFIT shall prepare and submit to the Agency for review and approval Demolition Plans.	Not later than October 30 2003
5. Open Escrow. The Agency shall open an escrow.	Not later than October 30, 2003
6. Issuance of 90-Notice to Vacate by Agency	Not later than November 1, 2003
7. Displacement by Agency of households occupying units to be demolished at 1801, 1807 Grismer Avenue and 1729 Elliott Drive.	Before close of escrow, but not later than January 30, 2004
8. Demolition and Site Clearance for 1819 Grismer Avenue. The Agency shall demolish and rough grade portions of the site	Done
9. Approval – Demolition Plans. The Agency shall approve the Nonprofit's Demolition Plans for 1801 Grismer Avenue and 1729 Elliott Drive ...	Not later than November 30, 2003
10. Deposit of Required Sums. The Agency shall deposit required sums into escrow for rehabilitation related costs.	Before start of demolition but not later than January 30, 2004.
11. Demolition and Site Clearance. The NONPROFIT shall demolish and rough grade 1801 Grismer Avenue and 1729 Elliott Drive.	Within 15 days of relocation of affected tenants, but not later than March 1, 2004
12. Submission – Preliminary Building and Grading Plans. The NONPROFIT shall prepare and submit to the Agency for review and approval preliminary Architectural, Structural Grading Electrical, Plumbing, Mechanical and Demolition Plans for residential units.	To be done incrementally to accommodate staged rehabilitation, with the plans for the initial buildings to be submitted not later than November 30, 2004

13. Approval –Building, and Grading Plans. The Agency shall approve or disapprove the Nonprofit's Architectural, Structural Grading Electrical, Plumbing, Mechanical and Demolition Plans for residential units.	To be done incrementally to accommodate staged rehabilitation, with the plans for the initial buildings to be approved not later than March 30, 2004
14. Submission – Certificates of Insurance. NONPROFIT shall furnish to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies.	Before commencement of construction, but not later than January 30, 2004.
15. Commencement of Rehabilitation. NONPROFIT shall commence rehabilitation.	Not later than February 15, 2004
16. Submission – Preliminary Building and Grading Plans. The NONPROFIT shall prepare and submit to the Agency for review and approval preliminary Architectural, Structural Grading Electrical, Plumbing, and Mechanical Plans for construction of the Peyton-Grismer Activity Center.	Not later than February 15,2004
17. Approval –Building, and Grading Plans. The Agency shall approve or disapprove the Nonprofit's Architectural, Structural Grading Electrical, Plumbing, Mechanical and Demolition Plans for the Peyton-Grismer Activity Center.	Not later than March 30, 2004
18. Commencement of Construction. NONPROFIT shall commence construction of Peyton-Grismer Activity Center.	Not later than May 30, 2004
19. Completion of Construction of Peyton-Grismer Activity Center.	Not later than December 15, 2004
20. Submission –Demolition Plans for 1807 Grismer Avenue. The NONPROFIT shall prepare and submit to the Agency for review and approval Demolition Plans.	Not later than June 30, 2005
21. Approval – Demolition Plans. The Agency shall approve the Nonprofit's Demolition Plans for 1807 Grismer Avenue.	Not later than July 30, 2005
22. Demolition and Site Clearance for 1807 Grismer Avenue. The Agency shall demolish and rough grade portions of the site	Not later than August 7, 2005
23. Completion of Construction of Nonprofit's Project.	Not later than August 30, 2005
24. Issuance – Certificate of Completion. The Agency shall furnish the NONPROFIT with a Certificate of Completion.	Within 45 days after completion of all improvements but no later than October 15, 2005
25. Application for Financing. The NONPROFIT will submit an application to a private lending institution.	Prior to completion of rehabilitation but not later than October 15, 2005

ATTACHMENT NO. 6

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
Burbank Housing Corporation)
241 W. Verdugo Avenue)
Burbank, CA 91502)
Attn: Executive Director)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

RELEASE OF CONSTRUCTION COVENANTS (Partial or Final)

THIS RELEASE OF CONSTRUCTION COVENANTS (the "Release") is made by the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), in favor of Burbank Housing Corporation, a California nonprofit corporation (the "Developer"), as of _____, 200_.

RECITALS

A. The Agency and the Developer have entered into that certain Disposition and Development Agreement (the "DDA") dated _____, 200_, concerning the redevelopment of certain real property situated in the City of Burbank, California as more fully described in Exhibit "A" attached hereto and made a part hereof.

B. As referenced in Section 310 of the DDA, the Agency is required to furnish the Developer or its successors with a Release of Construction Covenants upon completion of the Rehabilitation (as defined in Article 100 of the DDA), which Release of Construction Covenants is required to be in such form as to permit it to be recorded in the Recorder's office of Los Angeles County. This Release of Construction Covenants is conclusive determination of satisfactory completion of the Rehabilitation required by the DDA.

C. The Agency has conclusively determined that such Rehabilitation has been satisfactorily completed.

NOW, THEREFORE, the Agency hereby certifies as follows:

1. The Rehabilitation **[or a portion of the Rehabilitation]** to be constructed by the Developer has been fully and satisfactorily completed in conformance with the DDA. The Regulatory Agreement and other documents executed and recorded pursuant to the DDA shall remain in effect and enforceable according to their terms.

2. This Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Property, or any part thereof. Nothing contained herein shall modify in any way any other provision of said Agreement.

3. This Release of Construction Covenants is not a Notice of Completion as referred to in California Civil Code Section 3093.

IN WITNESS WHEREOF, the Agency has executed this Release of Construction Covenants as of the date set forth above.

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____

Its: _____

ATTEST:

_____

Agency Secretary

APPROVED AS TO FORM:

_____

Agency Counsel

CONSENT TO RECORDATION

Burbank Housing Corporation, owner of fee title to the real property legally described herein hereby consents to the recordation of this Release of Construction Covenants against said real property.

Burbank Housing Corporation, a California nonprofit corporation

By: _____

By: _____

AMENDMENT TO

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between the

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK

and

BURBANK HOUSING CORPORATION

AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (this "Amendment") is entered into January 16, 2008, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Nonprofit").

RECITALS

The following recitals are a substantive part of this Amendment:

A. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

B. The Agency and Nonprofit entered into that certain Disposition and Development Agreement dated September 24, 2003 (the "DDA") concerning ten (10) multifamily apartment buildings (the "Buildings") in the City of Burbank, located at 1801-1815 Grismer Avenue, 1729-1735 Elliott Drive, and 1819 Grismer Avenue (collectively referred to hereafter as the "Property"). The Property is further described in the Legal Description attached hereto as Exhibit A and depicted in the Map attached hereto as Exhibit B, which are both attached hereto and incorporated herein.

C. The purpose of the DDA was to complete acquisition of the unacquired portions of the Property, to lease the Property to the Nonprofit, for the Nonprofit to agree to rehabilitate and operate the Property, construct an Activity Center on the Property and other site improvements, and lease approximately 47% of the apartment units in the Buildings (after rehabilitation) to Very Low and Lower Income Households at an Affordable Rent. In addition, the parties now wish to further restrict the remaining apartment units to Moderate Income Households.

D. Agency loaned Nonprofit $3,441,000 though the DDA and a related loan agreement to accomplish rehabilitation of the Property, however, Nonprofit has determined that an additional $2,665,484 is now required to complete the scope of rehabilitation set forth in the DDA.

E. The lease of the Property by the Agency to the Nonprofit, and the Nonprofit's rehabilitation and operation of the Improvements, including the construction of the Activity Center pursuant to the terms of this Amendment are in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, the Agency and the Nonprofit hereby agree to the following amendments:

1. Nonprofit agrees to rehabilitate the Property as specified in Exhibit C, the Amendment to Scope of Rehabilitation, which replaces Attachment No. 4 to the DDA.

2. Nonprofit agrees to complete the rehabilitation in accordance with the Amendment to Schedule of Performance, attached hereto as Exhibit D, which replaces Attachment No. 5 to the DDA, and incorporated by this reference.

3. The Loan Agreement referenced in Section 311.2 of the DDA, and attached thereto as Attachment No. 7, is amended to include that certain Loan Agreement by and between the Agency and Nonprofit dated January 2, 2007, and is further amended as set forth in Exhibit E, attached hereto and incorporated by this reference, to include an additional Two Million Six Hundred Sixty Five Thousand Four Hundred and Eighty Four Dollars ($2,665,484).

4. Section 402.1, Number of Units, shall be amended to read as follows:

> The Nonprofit agrees to make available, restrict occupancy to, and rent fourteen (14) of the Housing Units to Very Low Income Households, nineteen (19) of the Housing Units to Lower Income Households, and thirty-seven (37) of the Housing Units to Moderate Income Households (the "Affordable Units") all at an Affordable Rent. Seven (7) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Six (6) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units. Eighteen (18) of the Affordable Units rented to Moderate Income Households shall be one-bedroom Housing Units. Nine (9) of the Affordable units rented to Moderate Income Households shall be two-bedroom Housing Units. Ten (10) of the Affordable Units rented to Moderate Income Households shall be three-bedroom Housing Units. All affordable units may float within the Property (i.e. the actual units within the Property subject to the income restrictions can vary as long as the percentage of units available to Very Low Income Households and Lower Income Households do not fall below the minimum numbers required herein), to the extent the substituted units are comparable in size, features, and number of bedrooms to the originally designated units.

5. Subsection b. of Section 402.6, Determination of Affordable Rent, shall be amended to read as follows:

b. The nineteen (19) Affordable Units that will be rented to Lower Income Households shall be rented at CRL Lower Income Rent. The thirty-seven (37) Affordable Units that will be rented to Moderate Income Households shall be rented at CRL Moderate Income Rent as provided by California Health and Safety Code § 50053(b)(4).

6. The Regulatory Agreement referenced in Section 409 of the DDA, and attached thereto as Attachment No. 8, is amended as set forth in Attachment No. 2 to Exhibit E, attached hereto and incorporated by this reference.

7. **Modifications.** Any alteration, change or modification of or to this Amendment, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

8. **Severability.** If any term, provision, condition or covenant of this Amendment or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Amendment , or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

9. **Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Amendment , and in signing this Amendment , they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Amendment , or have knowingly chosen not to consult legal counsel as to the matters set forth in this Amendment ; and, they have freely signed this Amendment without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Amendment , and without duress or coercion, whether economic or otherwise.

10. **Time of Essence.** Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Amendment.

11. **Cooperation.** Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Amendment including, but not limited to, releases or additional agreements.

12. **Conflicts of Interest.** No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Amendment , nor shall any such member, official or employee participate in any decision relating to the Amendment which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

13. **Time for Acceptance of Amendment by Agency.** This Amendment , when executed by the Nonprofit and delivered to the Agency, must be authorized, executed and delivered by the Agency on or before thirty (30) days after signing and delivery of this Amendment by the Nonprofit or this Amendment shall be void, except to the extent that the Nonprofit shall consent in writing to a further extension of time for the authorization, execution and delivery of this Amendment.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amendment as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Mary J. Alvord, Executive Director

ATTEST:

_____
Margarita Campos, CMC, Agency Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: _____
Joseph H. McDougall, Sr. Asst. City Attorney

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: chair Bd of Directors BHC

EXHIBIT A

LEGAL DESCRIPTION

File No: 02335285

LEGAL DESCRIPTION

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the Office of the County Recorder of said County.

Beginning at the Northeast corner of said Lot 20; thence South 14° 27' 30" East, along the Easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 0° 28' 50" West 50 feet to the North line of said Lot 20; thence South 89° 31' 40" East along said Northerly line, 150 feet to the point of beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the Southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the Northerly line of the Southerly 33.93 feet of said Lot 19; thence Easterly along said Northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said Westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence Northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58.70 feet, more or less, to the point of beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the county recorder of said county, described as follows:

Beginning at a point in the Northerly line of said Lot 20, distant along said Northerly line North 89° 31' 40" West 150 feet from the Northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet; thence South 0° 28' 20" West 116.07 feet to the Northerly line of the Southerly 33.93 feet of said Lot 19; thence along said last mentioned Northerly line South 89° 31' 40" East 192.27

EXHIBIT A

feet, more or less, to a point in the Westerly line of Grismer Avenue, 60 feet wide, being a curve concave Westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence Southerly along said curve an arc distance of 11.57 feet; thence along the Northerly line of the Southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the Easterly line of the Westerly 106.75 feet of said Lot 19; thence along said Easterly line North 0° 28' 50" West 77.38 feet to the Southerly line of said Lot 20; thence along said Southerly line North 89° 31' 40" West 6.75 feet to the Easterly line of the Westerly 100 feet of said Lot 20; thence along said last mentioned Easterly line North 0° 28' 50" West 100 feet, to the Northerly line of said Lot 20; thence along said last mentioned Northerly line South 89° 31' 40" East 175 feet to the point of beginning.

Parcel 4:

The Westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of maps, in the office of the county recorder of said county, together with the Northerly 11.31 feet of the Southerly 22.62 feet of that portion of said Lot 19 lying Easterly of the Easterly line of said Westerly 106.75 feet of Lot 19.

Parcel 5:

The Easterly 230.92 feet of the Westerly 337.67 feet of Lot 18 and the Southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of maps, in the office of the county recorder of said county, lying Easterly of the Easterly line of the Westerly 106.75 feet of said Lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the South line of said Lot 20, distant thereon East 50 feet from the Southwest corner of said Lot 20; thence East along the South line of said Lot, a distance of 50 feet to a point; thence North and parallel with the West line of said Lot 20 to a point in the North line of said Lot; thence West along the North line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the point of beginning.

File No: 02335285

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the South line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the West line of said Lot, to a point in the North line of said Lot 20; thence West to the Northwest corner of said Lot 20; thence South along the West line of said Lot 20, to the point of beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

EXHIBIT B

MAP DEPICTING THE PROPERTY

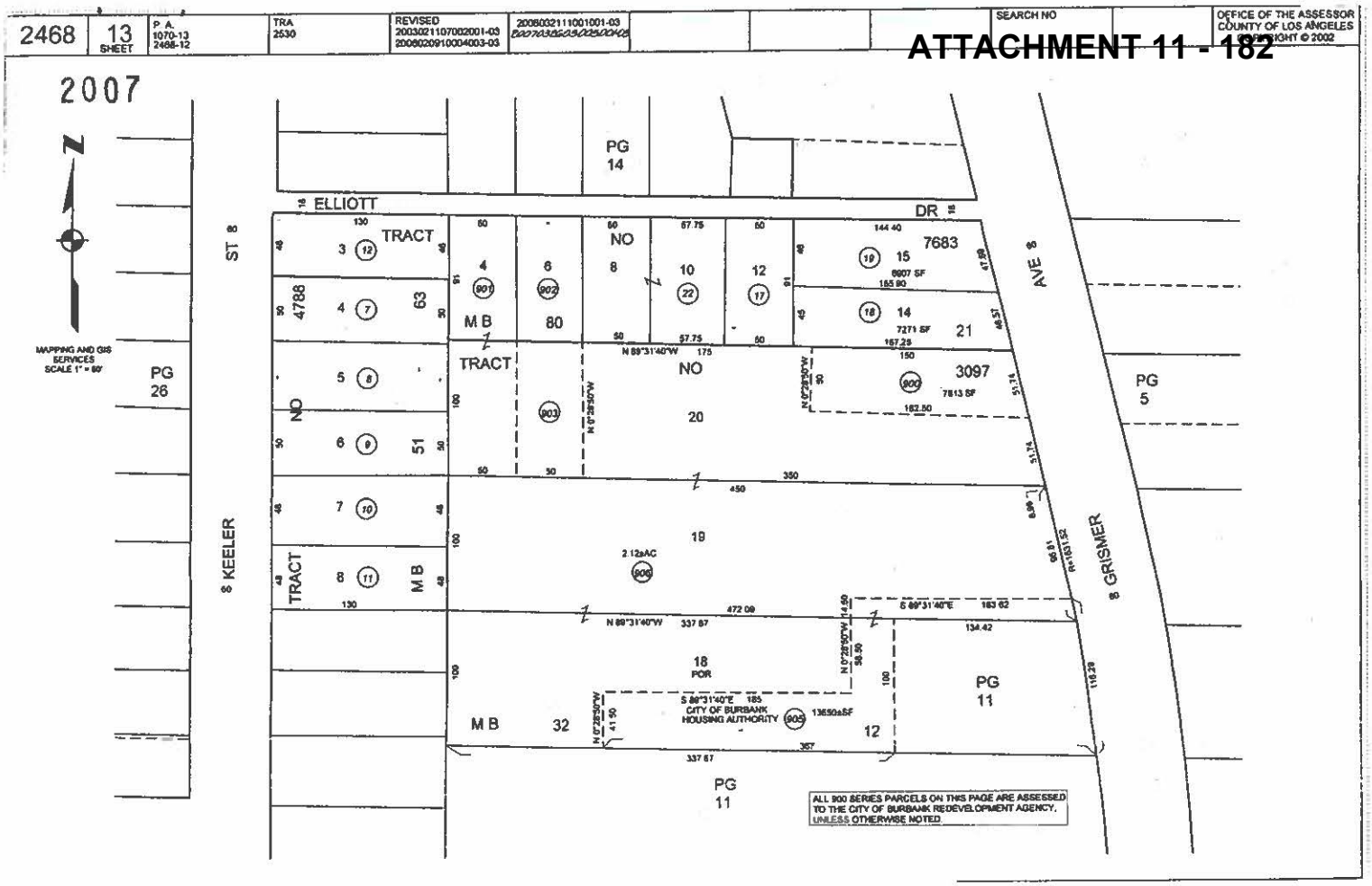

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S GRISMER AVE
2.12±AC
18 POR
CITY OF BURBANK HOUSING AUTHORITY
13650±SF
MB 32
ALL 900 SERIES PARCELS ON THIS PAGE ARE ASSESSED TO THE CITY OF BURBANK REDEVELOPMENT AGENCY, UNLESS OTHERWISE NOTED.

EXHIBIT B

EXHIBIT C

AMENDMENT TO SCOPE OF REHABILITATION

REVISED TO INCLUDE SPECIFICS FOR EACH REMAINING BUILDING & ACTIVITY (i.e., 1815, 1811, 1813, 1807, parking lot, etc.)

The original scope of work consisted of the rehabilitation of buildings and grounds located at 1801-1815 Grismer Avenue and 1729-1735 Elliott Drive and the parcel known at 1819 Grismer Avenue in the City of Burbank. The scope of work included the following:

1. new construction of approximately 2,500 sq ft Family Resource Center/Administrative Offices;
2. rehabilitation of a four buildings consisting of 12 units located at 1729-1735 Elliott Drive;
3. the demolition of two units located at 1729 Elliott Drive;
4. rehabilitation of five buildings consisting of 84 units located at 1801-1815 Grismer Avenue;
5. conversion of 12 two bedroom units to 12 three-bedroom units;
6. rehabilitation of apartment interiors, including: kitchen and bathroom remodeling, new flooring and carpeting;
7. upgrade plumbing, electrical systems and HVAC systems;
8. repair and/or replacement of exterior walls, roofs, doors and windows;
9. demolition of four end units at 1801 Grismer Avenue;
10. demolition of the entire 20-unit structure at 1807 Grismer Avenue;
11. upgrade common area landscaping;
12. construct new parking lot, hardscape, and fencing; and
13. remediate lead-based paint and asbestos as required.

Rehabilitation continues at the project site. To date, all 10-units and site work located at 1729-1735 Elliott Drive, a 20-unit building located at 1801 Grismer, and the Family Resource Center/Administrative Offices have been completed. Construction is currently underway at a 16-unit building located at 1815 Grismer.

The scope of work remaining is to complete the unrehabilitated buildings located at 1801-1815 Grismer which will include the following major components:

1. rehabilitation of 40 units located at 1811, 1813, and 1815 Grismer;
2. conversion of ten two bedroom units into ten three-bedroom units, which includes 8 units within 1811 & 1813 Grismer and 2 units within 1815 Grimser;
3. demolition of 1807 Grismer (a 20-unit building);
4. construction of a new parking lot in place of 1807 Grismer; and
5. construction and installation of landscape, irrigation, fencing, hardscape, site drainage, and courtyard improvements.

The work will follow plans approved by the City's Housing Division and Building Division. The work will include, but will not be limited to the following:

Apartment interiors:	Repairs and remodeling of bathrooms (new bathtub/shower combination units, toilets, vanities, fixtures), kitchens (new cabinets, countertops, fixtures, garbage disposal, and stoves) and bedrooms, flooring, upgrading of electrical, plumbing, new HVAC systems, new carpeting, and interior painting.
Demolition:	Demolition of the entire 20-unit building at 1807 Grismer
Building exteriors:	Repair and/or replacement of walls, install new roofs, doors and windows, exterior painting, lighting, staircase hand railings, gutters and downspouts, insulation, and hot water heaters,
New construction:	Construction of two two-story room additions at 1811 Grismer and 1813 Grismer for a total of four room additions. The new additions are part of the reconfiguration of two bedroom units to three bedroom units to include a master bedroom and bathroom. The new addition will result in a total of eight three bedroom units within 1811 Grismer and 1813 Grismer.
Site improvements:	Landscaping and irrigation, new mail center (1815 Grismer), hardscape, site drainage, courtyard improvements, fencing, parking lot paving, striping and lighting,
Hazard control:	Remediation of lead-based paint and asbestos as required.

EXHIBIT D

AMENDMENT TO SCHEDULE OF PERFORMANCE

AMENDMENT TO SCHEDULE OF PERFORMANCE

Action	Date
1. Submission- Critical Path Schedule. The NONPROFIT shall submit a construction critical path schedule to establish payment progress milestones	Within 3 weeks of awarding contract to Contractor and prior to disbursement of funds, but no later than February 6, 2008
2. Completion of Construction of 1815 Grismer by NONPROFIT	Not later than February 15, 2008
3. Approval- The Agency and/or its representative will approve the Critical Path Schedule provided by NONPROFIT	Prior to commencement of rehabilitation, but not later than March 1, 2008
4. Relocation by Agency of households occupying units to be rehabilitated at 1811 and 1813 Grismer Avenue	Before commencement of rehabilitation, but not later than March 1, 2008
5. Commence rehabilitation of 1811 and 1813 Grismer Avenue by NONPROFIT	Not later than March 1, 2008
6. Completion of Construction of 1811 and 1813 Grismer Avenue by NON PROFIT	Not later than March 1, 2009
7. Relocation by Agency of households occupying units to be demolished at 1807 Grismer Avenue	Before commencement of demolition, but not later than June 1, 2009
8. Demolition and Site Clearance for 1807 Grismer Avenue. The NONPROFIT shall demolish and rough grade portions of the site	Not later than June 1, 2009
9. Completion of Demolition of 1807 Grismer Avenue by NONPROFIT	Not later than June 30, 2009
10. Commence remaining site work by NONPROFIT	Not later than July 1, 2009
11. Completion of construction and request for Certification of Completion by NONPROFIT	Not later than December 1, 2009
12. Issuance – Certificate of Completion. The Agency shall furnish the NONPROFIT with a Certificate of Completion	Within 45 days after request for Certification of Completion and satisfactory completion of all improvements

Exhibit D

EXHIBIT E

LOAN AGREEMENT AMENDMENT NO. 1

LOAN AGREEMENT
AMENDMENT NO. 1

THIS AMENDMENT TO THE LOAN AGREEMENT (the "Amendment") is entered into this ___ day of _____, 2008, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a municipal corporation and charter city, and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Borrower" or "BHC").

RECITALS

The following recitals are a substantive part of this Amendment:

A. On September 23, 2003, BHC and Agency entered into a Disposition and Development Agreement ("DDA") and Lease Agreement whereby BHC agreed to rehabilitate and then lease the property at 1801-1815 Grismer Avenue, 1819 Grismer Avenue and 1729-1735 Elliott Drive. As part of the DDA, the Agency provided BHC a loan of $3,441,000 for the rehabilitation of existing structures and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects. The loan payments were to begin when the construction is completed, and continue for 55 years thereafter. BHC was obligated to obtain some third party financing from a private lender once the project is complete, and those funds shall be paid to the Agency. This private loan requirement was eliminated through the refinancing. The aforementioned project is hereafter referred to as either "Property No. 6 or Project No. 6".

B. The parties entered into that certain Loan Agreement dated January 2, 2007 for the then amount of $20,003,347.62 (the "Loan Agreement") to refinance and consolidate debt between the parties, which include Property No. 6 or Project No. 6.

C. BHC requires additional funds of up to $2,665,484 to be used for Property No. 6 or Project No. 6 as defined above and to amend the Loan Agreement to reflect this increase in funds.

D. On January 15, 2008, the City and Agency held a duly noticed public hearing to consider this revision to the DDA and the corresponding report prepared in accordance with Health and Safety Code Section 33433.

NOW, THEREFORE, the Agency, City and BHC (hereafter "Borrower") hereby agree as follows:

1. Section 1 "Loans for Individual Properties" is amended to add the following new paragraph:

> In accordance with Loan Agreement Amendment No. 1, the Agency agrees to lend to Borrower and Borrower agrees to pay to Agency an additional amount of Two Million Six Hundred Sixty Five Thousand, Four Hundred and Eighty Four Dollars ($2,665,484) to be used on Project No. 6. An additional promissory note payable to the Agency shall be executed by Borrower in the form attached hereto as Attachment No. 1 to include such additional amount.

2. Section 1.1 "Repayment of Amended Loan" is amended to add an additional promissory note for Property no. 6 in the amount of up to $2,665,484 The additional Promissory Note is attached hereto as Attachment No. 1, and it states that the additional funds are to be secured by the existing Deed of Trusts which already secures the first Agency Loan.

3. Section 1.5 "Conditions to Disbursement of Agency Loan" is amended by adding the following new paragraph:

In addition to the aforementioned "Conditions Precedent", the $2,665,484 additional funds for Project No. 6 ("New Loan"), shall be disbursed as set forth below; however, in the event that Agency, Borrower, and Borrower's contractor, can agree to a critical path construction schedule, then the conditions to disbursement may be amended by the Agency's Assistant Executive Director, to reflect those agreed upon time lines.

i. That portion of the New Loan up to $348,311 may be released as needed for the completion of 1815 Grismer.

ii. No more than 25% of the remaining amounts of the New Loan shall be released by Agency until 25% of the total rehabilitation for the remaining Scope of Development has been completed by Borrower (the remaining Amended Scope of Development, as that term is referred to in the Amended DDA, shall mean all remaining development other than 1815 Grismer);

iii. No more than 50% of the New Loan shall be released by Agency until 50% of the total rehabilitation for the remaining Amended Scope of Development has been completed by Borrower;

iv. No more than 75% of the New Loan shall be released by Agency until 75% of the total rehabilitation for the remaining Amended Scope of Development has been completed by Borrower;

v. The remaining funds may be released by Agency as the rehabilitation is completed. Included in this New Loan is $210,652 to be used as the 10% contingency amount to the new rehabilitation loan. Agency's Assistant Executive Director may release these funds if needed, in its discretion.

4. In the event there is any inconsistency between the terms of the Loan Agreement and this Amendment No. 1, this Amendment No. 1 shall prevail. All other terms of the Loan Agreement not amended by this Loan Agreement Amendment No. 1, are hereby ratified.

5. In the future, any loan amendments or additional loans which affect only the Agency, or only the City, shall only be drafted with the affected parties.

6. The Regulatory Agreement is further amended to reflect the New Loan, and is attached hereto as Attachment No. 2.

7. Notice. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail,

postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

To Agency: Redevelopment Agency of the City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: Executive Director

To Borrower: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attn: Executive Director

To City: City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: City Manager

Any written notice, demand or communication shall be deemed received immediately upon personal delivery or two (2) days after deposit in the United States mail; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be effective on the third day from the date of the attempted delivery or deposit in the United States mail.

8. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Agency, City and Borrower have executed this Agreement as of the date first set forth above.

"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Mary J. Alvord, Executive Director

Attest:

_____
Margarita Campos, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Mary J. Alvord, City Manager

Attest:

_____
Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Joseph H. McDougall, Sr. Asst. City Attorney

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit corporation

By: _____
Name:_____
Its:_____

Attachment No. 1

PROMISSORY NOTE FOR ADDITIONAL FUNDS (AGENCY)

Project No. 6: 1801-1815 & 1819 Grismer and 1729-1735 Elliott Drive

Up to $2,665,484.

Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of up to **Two Million, Six Hundred Sixty Five Thousand Four Hundred and Eighty Four Dollars ($2,665,484)** (the "New Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the "New Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of April 14, 2004, and as amended March 21, 2006, and in accordance with the Loan Agreement, as amended on January ___, 2008 (collectively the "Agreement"). Through the Loan Agreement Amendment No. 1, the Agency is lending and Borrower is borrowing an additional amount of up to $2,665,484 to complete Project No. 6. The terms of the Loan Agreement Amendment No. 1 is hereby incorporated by this reference. The rights and obligations of the Borrower and the Agency under this New Note shall be governed by the Agreement and by the additional terms set forth in this New Note.

2. Interest. The New Note Amount shall accrue interest at the rate of three percent (3%) simple interest per year over fifty-five (55) years. Any balance of the New Note shall be due in full on the anniversary date in the 55th year.

3. Repayment of Note Amount. Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the New Note. The first residual receipt payment and compliance date shall be April 1, 2008, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 Definitions. As used in this New Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2008, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This New Note is intended to be secured by the existing Deed of Trust dated October 23, 2006, as well as the existing Amended and Restated Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded as Instrument No. 06-2369325. The Deed of Trust affects twelve (12) properties as security for this note. A default of this New Note could result in foreclosure of all twelve properties. The number of properties secured by this New Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this New Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this New Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this New Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this New Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this New Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this New Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this New Note, whether or not suit is filed.

7. **Deed of Trust Acceleration.** The Deed of Trust and the Agreement provide for acceleration of the payments due under this New Note in the event of default under the Deed of Trust or Agreement.

8. **Amendments and Modifications.** This New Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. **Agency May Assign**. Agency may, at its option, assign its right to receive payment under this New Note without necessity of obtaining the consent of the Borrower.

10. **Borrower Assignment Prohibited.** In no event shall Borrower assign or transfer any portion of this New Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Attachment No. 2

Amended Regulatory Agreement

RECORDING REQUESTED BY:)
AND WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: Assistant Executive Director)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED REGULATORY AGREEMENT

THIS AMENDED REGULATORY AGREEMENT (the "Amendment") is entered into as of _____, 2008, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Disposition and Development Agreement between the Agency and the Nonprofit, dated as of September 24, 2003 (the "DDA"), the Nonprofit has leased real property comprising of land and ten multifamily apartment buildings (the "Buildings") in the City of Burbank, located at 1801, 1807, 1811, 1813, 1815, and 1819 Grismer Avenue and 1729-1735 Elliott Drive (collectively, the "Property"). The Property is further described in the Legal Description which is attached hereto as Exhibit A, and depicted in the Map which is attached hereto as Exhibit B, which are both incorporated herein.

B. Pursuant to the DDA, the Nonprofit has agreed to rehabilitate the Property including the demolition of the buildings on 1807 and 1819 Grismer Avenue and construct an activity center on 1819 Grismer Avenue. The Nonprofit has further agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Moderate Income Households.

C. The execution and recording of the Regulatory Agreement is a requirement of the DDA ("Agreement"), and was recorded as Instrument No. 062369324 in the Los Angeles County Recorders Office.

D. On January 15, 2008, the parties amended the DDA to provide for additional Agency funds in the amount of up to Two Million Six Hundred Sixty Five Thousand Four Hundred and Eighty Four Dollars ($2,655,484) needed to complete the rehabilitation of the Property.

E. This Amended Regulatory Agreement, although unaffected by the amended DDA, is amended to reflect several minor modifications (the "Amendment").

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 100 is amended to add the following definitions:

"Amendment to DDA" shall mean the Amendment to the Disposition and Development Agreement which added up to $2,665,484 of additional Agency funds to the Project.

2. Section 402.1 is modified to reflect the correct distribution of affordable housing as follows:

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent fourteen (14) of the Housing Units to Very Low Income Households, nineteen (19) of the Housing Units to Lower Income Households, and thirty-seven (37) of the Housing Units to Moderate Income Households (the "Affordable Units") all at an Affordable Rent. Seven (7) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Six (6) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units. Eighteen (18) of the Affordable Units rented to Moderate Income Households shall be one-bedroom Housing Units. Nine (9) of the Affordable units rented to Moderate Income Households shall be two-bedroom Housing Units. Ten (10) of the Affordable Units rented to Moderate Income Households shall be three-bedroom Housing Units.

3. All other provisions of the Regulatory Agreement not amended by this Amendment shall remain valid and are ratified. In the event there are any inconsistencies between this Agreement and the Lease Agreement, this Amended Regulatory Agreement shall prevail.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Regulatory Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Mary J. Alvord, Executive Director

ATTEST:

_____
Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM
Dennis A. Barlow, City Attorney/Agency Counsel

By: _____
Joseph H. McDougall, Sr. Asst. City Attorney

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

File No: 02335285

LEGAL DESCRIPTION

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the Office of the County Recorder of said County.

Beginning at the Northeast corner of said Lot 20; thence South 14° 27' 30" East, along the Easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 0° 28' 50" West 50 feet to the North line of said Lot 20; thence South 89° 31' 40" East along said Northerly line, 150 feet to the point of beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the Southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the Northerly line of the Southerly 33.93 feet of said Lot 19; thence Easterly along said Northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said Westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence Northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58.70 feet, more or less, to the point of beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the county recorder of said county, described as follows:

Beginning at a point in the Northerly line of said Lot 20, distant along said Northerly line North 89° 31' 40" West 150 feet from the Northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet; thence South 0° 28' 20" West 116.07 feet to the Northerly line of the Southerly 33.93 feet of said Lot 19; thence along said last mentioned Northerly line South 89° 31' 40" East 192.27

EXHIBIT A

feet, more or less, to a point in the Westerly line of Grismer Avenue, 60 feet wide, being a curve concave Westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence Southerly along said curve an arc distance of 11.57 feet; thence along the Northerly line of the Southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the Easterly line of the Westerly 106.75 feet of said Lot 19; thence along said Easterly line North 0° 28' 50" West 77.38 feet to the Southerly line of said Lot 20; thence along said Southerly line North 89° 31' 40" West 6.75 feet to the Easterly line of the Westerly 100 feet of said Lot 20; thence along said last mentioned Easterly line North 0° 28' 50" West 100 feet, to the Northerly line of said Lot 20; thence along said last mentioned Northerly line South 89° 31' 40" East 175 feet to the point of beginning.

Parcel 4:

The Westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of maps, in the office of the county recorder of said county, together with the Northerly 11.31 feet of the Southerly 22.62 feet of that portion of said Lot 19 lying Easterly of the Easterly line of said Westerly 106.75 feet of Lot 19.

Parcel 5:

The Easterly 230.92 feet of the Westerly 337.67 feet of Lot 18 and the Southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of maps, in the office of the county recorder of said county, lying Easterly of the Easterly line of the Westerly 106.75 feet of said Lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the South line of said Lot 20, distant thereon East 50 feet from the Southwest corner of said Lot 20; thence East along the South line of said Lot, a distance of 50 feet to a point; thence North and parallel with the West line of said Lot 20 to a point in the North line of said Lot; thence West along the North line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the point of beginning.

File No: 02335285

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the South line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the West line of said Lot, to a point in the North line of said Lot 20; thence West to the Northwest corner of said Lot 20; thence South along the West line of said Lot 20, to the point of beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

EXHIBIT "B"

MAP DEPICTING THE PROPERTY

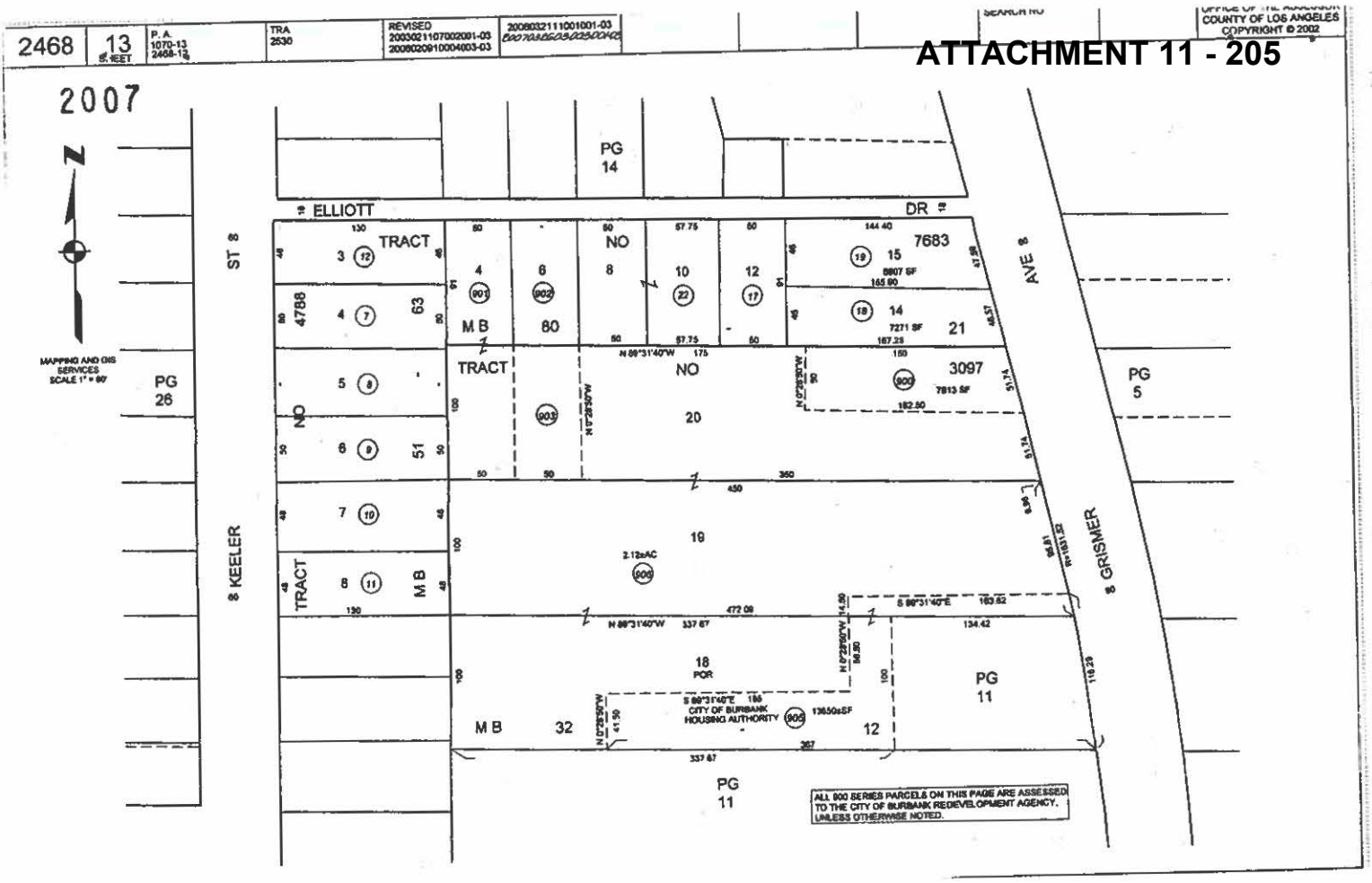

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POR
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HOUSING AUTHORITY
13650±SF
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KEELER
GRISMER
MAPPING AND GIS
SERVICES
SCALE 1" = 80'
ALL 900 SERIES PARCELS ON THIS PAGE ARE ASSESSED
TO THE CITY OF BURBANK REDEVELOPMENT AGENCY,
UNLESS OTHERWISE NOTED.
COUNTY OF LOS ANGELES
COPYRIGHT © 2002

EXHIBIT B

ACKNOWLEDGMENT

State of California }ss.
County of _____}

On _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____

Date: _____ Number of Pages:_____

Signer(s) Other than Named Above:_____

Capacity(ies) Claimed by Signer

Signer's Name:

- o Individual
- o Corporate Officer—Title:_____
- o Partner-- o Limited o General
- o Attorney in Fact o Trustee
- o Guardian or Conservator
- o Other:

Signer is Representing: _____

ACKNOWLEDGMENT

State of California }ss.
County of _____}

On _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____

Date: _____ Number of Pages:_____

Signer(s) Other than Named Above:_____

Capacity(ies) Claimed by Signer

Signer's Name:

- o Individual
- o Corporate Officer—Title:_____
- o Partner-- o Limited o General
- o Attorney in Fact o Trustee
- o Guardian or Conservator
- o Other:

Signer is Representing: _____

LEASE

By and Between

THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,

AGENCY

and

BURBANK HOUSING CORPORATION,

LESSEE

LEASE

This LEASE (the "Lease") is made as of April 14, 2004, (the "Commencement Date") by and between the REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic (the "Agency" or "Lessor"), and BURBANK HOUSING CORPORATION, a California nonprofit corporation (the "Nonprofit" or "Lessee").

1. SUBJECT OF LEASE.

The purpose of this Lease is to effectuate the Redevelopment Plans of the Golden State, City Centre, South San Fernando and West Olive Redevelopment Project Areas ("Redevelopment Plans"), the implementation plans adopted pursuant thereto, and the Disposition and Development Agreement between Agency and Lessee dated September 24, 2003 (the "DDA"), by providing for the lease of the "Property" (as hereinafter defined) to Lessee, the rehabilitation of the Improvements thereon (eight of ten buildings to be rehabilitated, the remaining two to be demolished), development of other improvements including an Activity Center, (together, the "Rehabilitation") and operation of the Property and Improvements before, during, and after the Rehabilitation. Pursuant to the DDA, the Agency and the Developer have also entered into and recorded in the official records of Los Angeles County a "Regulatory Agreement" which, together with the provisions of this Lease, sets forth the obligations contained in the DDA which are intended to survive the completion of the construction of the Rehabilitation. The DDA and the Regulatory Agreement, which are available in the offices of Agency as public records, are incorporated herein by reference and made a part hereof as though fully set forth herein. The Agency has provided a loan ("Agency Loan") to the Lessee for the purpose of undertaking the Rehabilitation, which the Lessee must repay through "Residual Receipts" as set forth in the Promissory Note evidencing Lessee's obligation to repay the Agency Loan.

2. LEASE OF TITLE SITE.

Agency, for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of Lessee to be paid, kept, performed and observed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Agency, that certain real property in the City of Burbank (the "City") shown on the "Property Map" attached hereto as Exhibit "A" and incorporated herein by this reference, and having the legal description in the "Property Description" attached hereto as Exhibit "B" and incorporated herein by this reference (the "Property"). Except as expressly provided to the contrary in this Lease, reference to the Property is to the described land, the Improvements and other improvements existing on the Property as of the date of this Lease. The Property is exclusive of the Activity Center to be constructed on the land pursuant to the DDA, notwithstanding that the Activity Center may or shall be construed as affixed to and as constituting part of the real property.

3. LEASE TERM.

Lessee shall lease the Property from Agency and Agency shall lease the Property to Lessee for a term commencing on the Commencement Date and continuing for a period of fifty-

five (55) years after the In-Service Date (the "Term"), unless sooner terminated as provided for herein. As used herein, the "In-Service Date" means the date the Agency issues a final Release of Construction Covenants pursuant to the DDA.

4. USE OF THE SITE.

4.1. Use of the Property. Lessee covenants and agrees for itself, its successors and assigns that during the Term, the Property and the Improvements shall be devoted to those uses as set forth in this Lease, the DDA, and the Regulatory Agreement. In the event of any inconsistency between this Lease, the DDA, and the Regulatory Agreement, the most restrictive of the documents shall control.

4.2. Management. Nonprofit shall manage or cause the Property and the Improvements to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Improvements which has been approved by the Agency. Nonprofit shall contract with a management company or manager to operate and maintain the Improvements in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The fees payable to the Property Manager shall not exceed five percent (5%) of the gross rents of the Improvements or in accordance with industry standard as approved by the Agency. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager. Examples of management defects include, but are not limited to the following:

(a) Leasing to residents who exceed the prescribed income levels;

(b) Allowing the residents to exceed occupancy limits prescribed by law or set forth in the DDA, this Lease, or the Regulatory Agreement without taking immediate action to stop such overcrowding;

(c) Underfunding the prescribed Capital Replacement and Operating Reserves (Sections 10(1) and 10(j));

(d) Failing to timely maintain the Improvements and the Property in accordance with the DDA, Regulatory Agreement and the manner prescribed in Section 10;

(e) Failing to submit timely and/or adequate annual reports as required in Section 6.6;

(f) Fraud or embezzlement of Property monies, including without limitation the funds in the Capital Replacement Reserve, Operating Reserve and tenant security deposits; and

(g) Failing to fully cooperate with the Burbank Police Department or other local law enforcement agencies with jurisdiction over the Property, in controlling known criminal activity on the Property.

Notwithstanding the above, Lessee shall use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager as provided above.

4.3. Only Lawful Uses Permitted. Lessee shall not use the Property or the Improvements for any purpose that is in violation of any law, ordinance or regulation of any federal, state, county or local governmental agency, body or entity. Furthermore, Lessee shall not maintain, permit or commit any nuisance or unlawful conduct (as now or hereafter defined by any applicable statutory or decisional law) on the Property or the Improvements, or any part thereof.

5. RENT.

5.1 Net Lease. It is the intent of the parties hereto that the rent provided herein shall be absolutely net to Agency and that Lessee shall pay all costs, taxes, charges, and expenses of every kind and nature against the Property and the Improvements which may arise or become due during the Term, and which, except for execution hereof, would or could have been payable by Agency.

5.2 Rent. During the Term of this Lease, Lessee agrees to pay in advance, on the Commencement Date and thereafter on April 1 every year thereafter rent in the amount of One Dollar ($1.00) until the "Agency Loan" is repaid in full in accordance with the terms of the Promissory Note, executed pursuant to the Loan Agreement. Upon the complete repayment of the Agency Loan, with interest as set forth in the Promissory Note, Lessee shall pay, on April 1 of every year thereafter until the expiration of this Lease, the amount equal to one hundred percent (100%) of "Residual Receipts," as defined herein below.

As used herein, "Residual Receipts" shall mean Income less the sum of (i) Operating Expenses, (ii) Debt Service, and (iii) Reserve Deposits for each calendar year.

As used herein, "Income" shall mean all gross income and all revenues of any kind from the Property in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) a property management fee not greater than five percent (5%) of gross rents collected from the Property; (b) painting, cleaning, repairs, alterations, landscaping,

utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) costs of operating the Activity Center (as defined in the DDA), which shall not exceed twelve percent (12%) of effective annual Income; (d) the Affordable Housing Agreements Expenses (as defined in the DDA), which shall not exceed ten percent (10%) of effective annual Income; and (e) other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Nonprofit. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

As used herein, "Debt Service" shall mean all payments to service the debt of the Permanent Loan (it is anticipated by the parties that the Permanent Loan will be repaid by the time the Lessee begins to make Residual Receipts lease payments under this Lease).

As used herein, "Reserve Deposits" shall mean (a) payments to a capital replacement reserve account in an amount set forth in Section 405 of the DDA, and (b) payments to an operating reserve account in the amount set forth in the DDA (2% of effective annual Income).

On or before April 1st of each year commencing on the first April 1st the Agency Loan has been repaid in full in accordance with the Promissory Note, the Lessee shall annually provide the Agency a Residual Receipts report, in the form attached as Exhibit C to the Loan Agreement between Agency and Lessee, which shall describe in detail the annual Income, Debt Service, Operating Expenses, and Reserve Deposits, and Residual Receipts for that year. The Lessee shall also submit to the Agency, on or before April 1st of each year commencing after the date the Agency Loan has been repaid in full, annual financial statements with respect to the Improvements that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles.

The parties understand and acknowledge that the primary consideration for this Lease is the performance of the covenants set forth in this Lease and the Regulatory Agreement, particularly (without limitation, however) the covenants to rent the units to Very Low and Lower Income Households at an Affordable Rent pursuant to Section 6 hereof and Section 402 of the Regulatory Agreement.

5.3 Payment of Rent. All rent that becomes due and payable pursuant to this Lease shall be paid to Agency at the address of Agency listed in Section 25.7 or such other place as Agency may from time to time designate by written notice to the Lessee without notice or demand, and without setoff, counterclaim, abatement, deferment, suspension or deduction.

6. AFFORDABLE HOUSING REQUIREMENTS

6.1 Number of Affordable Units. Lessee agrees to make available, restrict occupancy to, and rent fourteen (14) of the apartment units on the Property ("Housing Units") to Very Low

Income Households and nineteen (19) of the Housing Units to Lower Income Households (together, the "Affordable Units"). The Housing Units that are not Affordable Units shall be rented at market rates. Eight (8) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Five (5) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units. All affordable units may float within the Property (i.e. the actual units within the Property subject to the income restrictions can vary as long as the percentage of units available to Very Low Income Households and Lower Income Households do not fall below the minimum numbers required herein), to the extent the substituted units are comparable in size, features, and number of bedrooms to the originally designated units.

For the purposes of this Lease, "Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County area median income, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Improvements, pursuant to Health and Safety Code Section 50105, or successor statute.

For the purposes of this Lease, "Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Improvements, pursuant to Health and Safety Code Section 50079.5.

6.2 Duration of Affordability Requirements. The Housing Units shall be subject to the requirements of this Section 6 in perpetuity commencing on the In-Service Date. For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

6.3. Selection of Residents. Lessee shall be responsible for the selection of residents of the Housing Units in compliance with lawful and reasonable criteria, including the criteria set forth herein and in Section 402.2 of the DDA.

6.4 Income of Residents. Following the initial lease-up of Housing Units to residents, and annually thereafter, the Lessee shall submit to Agency, at Lessee's expense, a summary of the income, household size and rent payable by each of the residents of the Housing Units. At the Agency's request, Lessee shall also provide to the Agency completed income computation and certification forms, in a form acceptable to the Agency, for any such tenant or residents. Lessee shall obtain, or shall cause to be obtained by the Property Manager, a certification from each tenant leasing an Affordable Unit demonstrating that such tenant is a Very Low Income Household or Lower Income Household, as applicable, and meets the eligibility requirements established for the Housing Unit. Lessee shall verify, or shall cause to be verified by the Property Manager, the income certification of the tenant as set forth in Section 6.6 hereof.

6.5 Determination of Affordable Rent for the Affordable Units. Each Affordable Unit shall be rented at an "Affordable Rent" as follows:

a. For the fourteen Affordable Units that will be rented to Very Low Income Households, seven (7) of the Affordable Units shall be rented at the lesser of (a) High HOME Rent (as defined below) or (b) CRL Very Low Income Rent (as defined below). The other seven (7) of the Affordable Units shall be rented at the lesser of (a) Low HOME Rent (as defined below) or (b) CRL Very Low Income Rent.

b. The nineteen (19) Affordable Units that will be rented to Lower Income Households shall be rented at CRL Lower Income Rent (as defined below).

As used herein, "CRL Lower Income Rent" is defined under Health and Safety Code Section 50053(b)(3), as it may amended. As of the Date of Agreement, CRL Lower Income Rent is defined as the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for that unit. For those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, CRL Lower Income Rent shall be defined as thirty percent of gross income of the household.

As used herein, "CRL Very Low Income Rent" is defined under Health and Safety Code Section 50053(b)(2). As of the Date of Agreement, CRL Very Low Income Rent is defined as the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for that unit.

As used herein, "Low HOME Rent" is defined under 24 C.F.R. 92.252(b) as the lesser of (a) the rent for Very Low Income Households that does not exceed 30 percent of 50 percent of the area median income as determined by United States Department of Housing and Urban Improvements ("HUD"), with adjustments for smaller and larger families, or (b) High HOME Rent.

As used herein, "High HOME Rent" is defined under 24 C.F.R. 92.252(a) as the lesser of (a) the fair market value for comparable housing in the area as determined by the United States Department of Housing and Urban Development ("HUD") under 24 CFR 888.11, less the monthly allowance for utilities and services to by paid by each tenant, or (b) thirty percent (30%) of sixty-five percent (65%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit.

c. The rents of the Housing Units may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Burbank Housing Authority, established in connection with the Section 8 program administered by the United States Department of Housing and Urban Improvements, or other method reasonably acceptable to the Agency. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

In the event the Lessee charges rents for one or more of the Housing Units which exceed Affordable Rent, the Lessee shall promptly, and without necessity of notice or request therefore by the Agency, correct such rent and repay the amount of overcharge to the residents so charged. The cost to rectify such a discrepancy to Lessee shall not be deemed to constitute an expense of the Property. Any penalties arising from the charging of rents which exceed Affordable Rent shall be paid solely by Lessee.

6.6. Verifications. Lessee shall verify, or shall cause to be verified by the Property Manager, the income of each proposed and existing tenant of the Housing Units in an appropriate manner. Following the issuance of the Release of Construction Covenants pursuant to Section 311 of the DDA, and on or before June 30 of each year thereafter (or another mutually acceptable date approved in writing by the parties), Lessee, as an expense of the Property, shall submit to Agency the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in a form reasonably acceptable to the Agency. Each annual report shall cover the immediately preceding fiscal year.

In addition, commencing on the first anniversary of the Commencement Date of this Lease, and continuing on each anniversary thereafter during the Term, the Lessee shall submit an Audited Financial Statement for the previous fiscal year (or portion thereof, including all funds from whatever source provided to the Lessee or Developer in connection with the Property. The Audited Financial Statement shall demonstrate ongoing compliance with the financial requirements of this Lease, including, without limitation, the requirements under Article 6 hereof to charge an Affordable Rent, the requirements of Section 10(i) to maintain the Operating Reserve, and the requirements of Section 10(j) to maintain the Capital Replacement Reserve.

The Lessee shall maintain on file each tenant's executed lease and income verification and rental records for the Housing Units. The Lessee shall maintain complete and accurate records pertaining to the Very Low Income Units, the Lower Income Units, and the other Housing Units and will permit any duly authorized representative of the Agency, during regular business hours at the office of the Property Manager or at the Property, and at the Agency's sole cost and expense, to inspect the books and records of the Lessee pertaining to the Property, including those records pertaining to the occupancy of the Very Low Income Units, the Lower Income Units, and any other units. The Lessee shall prepare and submit to the Agency annually commencing on the first anniversary of the Commencement Date and on each anniversary thereof throughout the Term, a certificate of continuing program compliance and, on the first anniversary of the In-Service Date and each anniversary thereafter, a certificate of continuing program compliance as it pertains to the Affordable Units. Such documentation shall state for each unit in the Project the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determined

compliance with the terms of this Lease, the Regulatory Agreement and the DDA.

6.7. Occupancy Standards. Occupancy of Housing Units shall be limited to two persons per bedroom plus one additional person per Housing Unit. Thus, one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons.

6.8. Regulatory Agreement. The Lessee shall execute, acknowledge, and deliver a "Regulatory Agreement," to the Agency, in the form of Attachment No. 8 to the DDA, to be recorded with respect to the Property in the official records of Los Angeles County, California. The Lessee shall comply with the Regulatory Agreement. The Regulatory Agreement and this Lease shall be construed to be consistent to the greatest feasible extent. In the event of any express conflict, this Lease shall control over the Regulatory Agreement, unless the Regulatory Agreement imposes a stricter requirement on the Lessee.

7. UTILITIES AND TAXES.

7.1 Utilities. Lessee shall pay, or provide for the payment by residents of the Housing Units, all charges for gas, electricity, water, sewer, garbage collection, and other utilities furnished to the Property and the Improvements and all sewer use charges, hookup or similar charges or assessments for utilities levied against the Property and the Improvements for any period included within the Term.

7.2 Real Estate Taxes.

(a) As used herein, the term "real estate taxes" shall mean all real estate taxes, assessments for improvements to the Property, municipal or county water and sewer rates and charges, or any other assessments or taxes, which shall be levied against the Property or the Improvements, or any interest therein, and which become a lien thereon and accrues during the Term.

(b) Any real estate taxes which are payable by Lessee hereunder shall be prorated between Agency and Lessee as of the Commencement Date and then again at the expiration or earlier termination of the Term.

(c) Lessee shall have the right to contest in good faith the amount or validity of any real estate taxes, in whole or in part, by appropriate administrative and legal proceedings, without any costs or expense to Agency.

(d) Lessee shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency does not represent or warrant to the Lessee that such an exemption will be available to the Lessee. The Lessee shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property, subject to the right to contest in good faith the amount or validity of any such taxes or to receive an exemption from the payment of taxes as provided above.

7.3 Personal Property. Lessee covenants and agrees to pay before delinquency all personal property taxes, assessments and liens of every kind and nature upon all personally as may be from time to time situated within the Property and the Improvements.

7.4 Possessory Interest. Pursuant to Health and Safety Code Section 33673, the Property is required to be assessed and taxed in the same manner as privately owned property. Agency shall provide notice to the Los Angeles County Assessor within thirty (30) days of the commencement of this Lease as required by Health and Safety Code Section 33673.1. Lessee shall pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all real estate taxes which may be levied against any and all interests in the Property and any Improvements during the Term, and not merely the assessed value of the leasehold interest in the Property; provided, however, that Lessee may apply for and receive a full or partial exemption from the payment of property taxes and assessments as set forth in Section 7.2 above.

8. OWNERSHIP.

8.1. Ownership During Term. With the exception of the Activity Center (which shall be deemed property of the Lessee), all improvements constructed, improved or rehabilitated on the Property by Lessee as provided in the DDA and as permitted by this Lease (the "Improvements") shall, during the Term, be and remain the property of Lessor; provided, however, that Lessee shall have no right to waste the Improvements, or to destroy, demolish or remove the Improvements except as otherwise permitted pursuant to this Lease; and provided further that Lessee's rights and powers with respect to the Improvements are subject to the terms and limitations of this Lease. Agency and Lessee intend that the improvements constituting the Improvements shall be real property.

8.2. Ownership at Termination. Upon termination of this Lease, whether by expiration of the Term or otherwise, all improvements and fixtures, including the Activity Center, shall, without compensation to Lessee, then become Agency's property, free and clear of all liens, encumbrances, and claims to or against them by Lessee or any third person, firm or entity, including but not limited to any mortgagee or lender (except as to liens of mortgages, deeds of trusts, or other financing approved by the Agency pursuant to the DDA). At the option of the Agency, the Agency may require the Lessee to demolish and remove any improvements to the Property which have not previously been approved by the Agency.

9. INDEMNIFICATION: FAITHFUL PERFORMANCE.

Except as otherwise set forth herein, Lessee shall not suffer or permit any liens to be enforced against the fee simple estate in reversion of Agency as to the Property and Improvements, nor against Lessee's leasehold interest therein by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone holding the Property and the Improvements, or any part thereof, through or under Lessee. Lessee agrees to defend, indemnify, and hold Agency and City and their respective officers, officials, employees, agents, and representatives, harmless against such liens. If any such lien shall at any time be filed against the Property or the Improvements, Lessee shall, within thirty (30) days after notice to Lessee of the filing thereof, cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity, in whole or in part, of any such lien

by appropriate proceedings but in such event, Lessee shall notify Agency and promptly bond such lien in the manner authorized by law with a responsible surety company qualified to do business in the State of California or provide other security acceptable to Agency. Lessee shall prosecute such proceedings with due diligence. Nothing in this Lease shall be deemed to be, nor shall be construed in any way to constitute, the consent or request of Agency, express or implied, by inference or otherwise, to any person, firm or limited partnership for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Property, the Improvements, or any part thereof prior to commencement of Rehabilitation of the Property, or any repair or alteration thereto, Lessee shall give Agency not less than fifteen (15) days advance notice in writing of intention to begin said activity in order that nonresponsibility notices may be posted and recorded as provided by State and local laws. Notwithstanding the foregoing, however, the Agency shall give its reasonable approval to permit a deed of trust securing Lessee's Permanent Loan to be secured against its fee simple interest, if, in the Agency's reasonable opinion, said security of the Permanent Loan is necessary to allow Lessee obtain the Permanent Loan in accordance with the DDA.

10. MAINTENANCE AND REPAIR.

Lessee agrees to assume full responsibility for the management, operation and maintenance of the Improvements and the Property throughout the Term without expense to Agency, and to perform all repairs and replacements necessary to maintain and preserve the Improvements and the Property in good repair, in a neat, clean, safe and orderly condition reasonably satisfactory to Agency and in compliance with all applicable laws, subject to ordinary wear and tear. Lessee agrees that Agency shall not be required to perform any maintenance, repairs or services or to assume any expense in connection with the Improvements and the Property. Lessee hereby waives all rights to make repairs or to cause any work to be performed at the expense of Agency as may be provided for in Sections 1941 and 1942 of the California Civil Code, if applicable. The Lessee shall manage and maintain the Improvements on the Property in conformity with the Burbank Municipal Code.

The following standards shall be complied with by Lessee and its maintenance staff, contractors or subcontractors:

(a) Lessee shall maintain the Property, including the Improvements, the individual Housing Units, all common areas and buildings, all exterior facades, all sidewalks, and all exterior areas, in a safe and sanitary fashion suitable for a high quality multi-family rental housing development, subject to ordinary wear and tear. The Lessee agrees to provide utility services, administrative services, supplies, contract services, maintenance, maintenance reserves, and management which are necessary for the maintenance of the entire Property including interior tenant spaces, common area spaces and exterior common areas.

(b) Landscape maintenance shall include, but not be limited to: watering and irrigation; fertilization; mowing, edging and trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility of any public and private roads on or immediately adjacent to the Property, and optimum irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees. "Ordinary wear and tear" shall not include any damage or deterioration that

would have been prevented by good maintenance practices by Lessee.

(c) Clean-up maintenance shall include, but not be limited to: maintenance of all private paths, sidewalks, parking areas, driveways, curbs, gutters and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of.

(d) The Property shall be maintained in conformance with, in accordance with and in compliance with the approved construction and architectural and landscape plans and design scheme, as the same may be amended from time to time with the approval of the City.

(e) All maintenance work shall conform to all applicable federal and state standards and regulations for the performance of maintenance, including without limitation the Occupational Safety and Health Act.

(f) Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance performed by Lessee, Property Manager or their contractors shall be applied in strict accordance with all governing regulations and in accordance with the manufacturer's directions for their use.

(g) Parking lots, lighting fixtures, trash enclosures, and all areas which can be seen from the adjacent streets shall be kept free from any debris or waste materials by regularly scheduled maintenance.

(h) All concrete and asphalt surfaces, including but not limited to retaining walls, driveways, sidewalks, curbs and gutters, patios, landings, stairs, and parking areas shall be maintained in a state of good repair, free of cracks and chipping, and as to those surfaces which are pedestrian ways, with a surface finish which is accessible in accordance with the Americans with Disabilities Act and any other similar state or federal laws and regulations.

(i) The Nonprofit shall also, or cause the Property Manager to, set aside not less than Three Hundred Dollars ($300) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). The annual contribution to the Capital Replacement Reserve shall increase in an amount equal to the Consumer Price Index for the Los Angeles-Riverside-Orange County survey area. The Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt

repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

The Nonprofit shall set aside, on a monthly basis, in a separate reserve account (the "Operating Reserve"), the sum of two percent (2%) of the Effective Gross Income of the Property. In no event, however, shall the Nonprofit be required to increase the Operating Reserve to an amount which exceeds two percent (2%) of the gross income of the Property during the first full calendar year after the completion of the Rehabilitation of the Property. The Nonprofit shall retain such amount in the Operating Reserve to fund shortfalls between income and actual operating expenses.

The Nonprofit shall also set aside, on a monthly basis, in a separate account, the sum of ten percent (10%) of Effective Gross Income for the Affordable Housing Agreements Expenses (as defined in the DDA). The Nonprofit shall also set aside, in a separate account, twelve percent (12%) of Effective Gross Income to be utilized exclusively for all costs associated with complying with Section 406 of the DDA ("Activity Center Expenses").

(k) For purposes of this Section 10, "Effective Gross Income" of the Improvements shall mean the gross income actually generated by the Property and actually received by Lessee from third parties (excluding interest on reserve accounts), including without limitation rents and laundry revenues, without deduction for any expenses.

11. ENVIRONMENTAL MATTERS.

11.1 Definitions. For the purposes of this Lease, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

(a) The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the County of Los Angeles, the State of California, regional governmental authority or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a 'hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as

"hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, operation, rehabilitation or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Improvements, including without limitation alcohol, aspirin, tobacco and saccharine.

(b) The term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, groundwater, air or other elements on, in or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time (whether before or after the Date of Lease) emanating from the Property.

(c) The term "Governmental Requirements" shall mean all past, present and future laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the city, or any other political subdivision in which the Property is located, and any other state, county city, political subdivision, agency, instrumentality or other entity exercising jurisdiction over Agency, Lessee or the Property.

11.2 Property Evaluation. Pursuant to Section 207 of the DDA, Lessee has had an opportunity, prior to the Commencement Date of this Lease, to engage its own environmental consultant to make such investigations of the Property as Lessee has deemed necessary, and Lessee has approved the environmental condition of the Property. Lessee assumes any and all responsibility and Liabilities (as defined in Section 11.3 of this Lease) for all Hazardous Materials Contamination of the Property which occurs during the Term of this Lease or extension thereof, except to the extent of any remediation which the Agency may have agreed to perform upon the Property pursuant to the DDA.

11.3 Indemnification.

Upon and after the Commencement Date of this Lease, Lessee agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Property, use on the Property, generation on the Property, discharge from the Property, storage on the Property, disposal on or from the Property, or transportation to or from the Property, of any Hazardous Materials during the term of this Lease, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property during the term of this Lease by Lessee, its agents, employees, contractors, invitees or licensees. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or

other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment; provided, however, under no circumstances shall these indemnity obligations of Lessee include any obligation for payment of punitive damages assessed against Agency or City or theft officers, employees, agents or representatives. Lessee's obligations under this Section 11.3(a) shall survive the expiration of this Lease.

11.4 Duty to Prevent Hazardous Material Contamination. Lessee shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Lessee shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards generally applied by apartment complexes in Los Angeles County, California as respects the disclosure, storage, use, removal, and disposal of Hazardous Materials.

11.5 Obligation of Lessee to Remediate Premises. Notwithstanding the obligation of Lessee to indemnify Agency pursuant to Section 11.3 of this Lease, Lessee shall, at its sole cost and expense, promptly take (i) all actions required by any federal, state, regional, or local governmental agency or political subdivision or any Governmental Requirements and (ii) all actions necessary to make full economic use of the Property for the purposes contemplated by this Lease and the Regulatory Agreement, which requirements or necessity arise from the presence upon, about or beneath the Property of any Hazardous Materials or Hazardous Materials Contamination occurring during the Term. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Lessee shall take all actions necessary to promptly restore the Property to an environmentally sound condition for the uses contemplated by this Lease and the Regulatory Agreement to the extent allowable under applicable Governmental Requirements.

11.6 Right of Entry. Notwithstanding any other term or provision of this Lease, Lessee shall permit Agency or its agents or employees to enter the Property at any time during normal business hours (except in the event of an emergency), without prior notice in the event of an emergency, and with not less than twenty-four (24) hours advance notice if no emergency is involved, to inspect, monitor and/or take emergency or long-term remedial action with respect to Hazardous Materials and Hazardous Materials Contamination on or affecting the Property, or to discharge Lessee's obligations hereunder with respect to such Hazardous Materials and Hazardous Materials Contamination when Lessee has failed to do so after notice from Agency and an opportunity to cure such deficiency. Except in the event of an emergency, Lessee shall have thirty (30) days following receipt of reasonably detailed written notice from the Agency setting forth the nature and scope of the default to implement a cure; provided, however, Lessee shall not be in default hereunder if such cure is not reasonably capable of being cured within such thirty (30) day period and Lessee takes all reasonable steps during such initial thirty (30) day period to commence the cure (including, for example, engagement of competent environmental consultants, or the conducting of any preliminary testing) and diligently prosecutes it to completion. In the event of an emergency, Lessee shall implement a cure of such default as soon as practicable following receipt of reasonably detailed written notice from the Agency setting forth the nature and scope of the default. All reasonable and necessary costs and expenses incurred by Agency in connection with performing Lessee's obligations hereunder

following Lessee's failure to cure shall be reimbursed by Lessee to Agency within thirty (30) days of Lessee's receipt of written request therefore.

11.7 Storage or Handling of Hazardous Materials. Lessee, at its sole cost and expense, shall comply with all Governmental Requirements for the storage, use, transportation, handling and disposal of Hazardous Materials on or about the Property, to the extent such Hazardous Materials are stored, used, transported, handled or disposed of by Lessee or its agents, contractors, employees, tenants, licensees or invitees. Lessee shall conduct all monitoring activities required or prescribed by applicable Governmental Requirements, and shall, at its sole cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted Governmental Requirements. In addition, in the event of any complaint or governmental inquiry, or if otherwise deemed necessary by Agency in its reasonable judgment, Agency may require Lessee, at Lessee's sole cost and expense, to conduct specific monitoring or testing activities with respect to Hazardous Materials on the Property. Lessee's monitoring programs shall be in compliance with applicable Governmental Requirements, and any program related to the specific monitoring of or testing for Hazardous Materials on the Property, shall be satisfactory to Agency, in Agency's reasonable discretion. Subject to Section 11.3 above, Lessee shall further be solely responsible, and shall reimburse Agency, for all costs and expenses incurred by Agency arising out of or connected with the removal, clean-up and/or restoration work and materials necessary to return the Property and any property adjacent to the Property affected by Hazardous Materials emanating from the Property during the Term to their condition existing at the time of the Lessee s Property evaluation. Lessee's obligations hereunder shall survive the termination of this Lease and shall not merge with any grant deed.

11.8 Environmental Inquiries. Lessee shall notify Agency, and provide to Agency a copy or copies, of the following environmental permits, disclosures, applications, entitlements or inquiries relating to the Property: notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements, and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and Lessee shall report to Agency, as soon as possible after each incident, any unusual, potentially important incidents with respect to the Hazardous Materials or Hazardous Materials Contamination.

In the event of a release on or from the Property during the Term of any Hazardous Materials into the environment in violation of this Section 11, Lessee shall, as soon as possible after the release, furnish to Agency a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request of Agency, Lessee shall furnish to Agency a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

12. ALTERATION OF IMPROVEMENTS.

Upon completion of the Rehabilitation pursuant to the requirements of the DDA, Lessee shall not make or permit to be made any structural alteration of the Property or Improvements, nor demolish all or any part of the Property or Improvements, without obtaining all required City

permits and entitlements, and without obtaining the prior written consent of Agency; provided, however, that the foregoing shall not prohibit or restrict the repair and/or replacement of the Property by Lessee in accordance with Section 10 hereof. In requesting such consent of the Agency, Lessee shall submit to Agency detailed plans and specifications of the proposed work and an explanation of the need and reasons therefore. Agency's consent shall not be unreasonably withheld, conditioned or delayed; however, it may be withheld if the Agency deems it inconsistent with the DDA, Loan Agreement, or Regulatory Agreement. This provision shall not limit or set aside any obligation of Lessee under this Lease to maintain the Improvements and the Property in a clean and safe condition, including structural repair and restoration of damaged Improvements. Agency shall not be obligated by this Lease to make any improvements to the Property or to assume any expense therefore. Lessee shall not commit or suffer to be committed any waste or impairment of the Property or the Improvements, or any part thereof, except as otherwise permitted pursuant to this Lease.

13. DAMAGE OR DESTRUCTION.

13.1 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section 13.3 below, if the Property or Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Lessee, Lessee shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Property and/or Improvements to substantially the same condition as the Property and/or Improvements is required to be maintained in pursuant to this Lease, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Lessee shall complete the same as soon as possible thereafter so that the Property and/or Improvements can be occupied in accordance with this Lease. Subject to Section 25.23 hereof, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date Lessee obtains insurance proceeds unless Agency's Executive Director or designee, in his or her reasonable discretion, approves a longer period of time. Agency shall cooperate with Lessee, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Property do not permit the repair, replacement, or restoration to substantially predamaged condition, Lessee may elect not to repair, replace, or restore the Improvements by giving written notice to Agency (in which event Lessee will be entitled to all insurance proceeds, subject to Lessee's obligations to lenders or other third parties, but Lessee shall be required to remove all debris from the Property) or Lessee may reconstruct such other improvements on the Property as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction. In the event Lessee elects not to repair, replace, or restore and give Agency notice of such election as provided herein, this Lease shall terminate, and ownership of the Improvements shall revert to the Agency as provided in Section 8.2 hereof.

13.2. Continued Operations. During any period of repair, Lessee shall continue, or cause the continuation of, the operation of the Improvements, Housing Units, and Affordable Units on the Property to the extent reasonably practicable from the standpoint of prudent business management.

13.3 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Property is destroyed or substantially damaged by a casualty for which Lessee is not required to (and has not) insured against, then Agency shall deliver written notice to Lessee of its obligations under this Section 13.3 within thirty (30) days of such event of substantial damage or destruction. In the event that the projected cost of repair, replacement or restoration does not exceed the sum of (a) the funds in the Capital Replacement Reserve, plus (b) the funds in the Operating Reserve (the "Maximum Repair Cost"), Lessee shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 13.1 above and continue operation of the Improvements during the period of repair (if practicable) in accordance with Section 13.2 above. In the event that the projected cost of repair, replacement or restoration is projected to exceed the Maximum Repair Cost, Lessee may elect not to repair, replace, or restore such improvements, and to terminate this Lease, by providing Agency with written notice thereof within ninety (90) days after such damage or destruction, and upon the effectiveness of such termination ownership of the Improvements shall revert to the Agency as provided in Section 8.2 hereof. Notwithstanding the foregoing, however, in the event that the Agency, in its sole and absolute discretion, elects to pay for the costs of repair, replacement or restoration in excess of the Maximum Repair Cost, such termination shall be ineffective, and the Lessee shall be responsible for the costs of repair, replacement and restoration up to the Maximum Repair Cost, and the Agency shall be responsible for the costs of repair, replacement and restoration in excess of the Maximum Repair Cost. In no event, however, shall the Lessee be obligated to spend more the Maximum Repair Cost to satisfy its obligations under this Section 13.3 to repair, replace or restore the Property. In the event that the Lease is terminated by Lessee, and the Agency does not elect to pay for the costs of repair, replacement or restoration in excess of the Maximum Repair Cost, Lessee shall remove all debris from the applicable portion of the Property.

14. SALE, ASSIGNEMNT, SUBLEASE OR OTHER TRANSFER.

Except for (a) leases of particular dwelling units to residents, (b) the lease of or grant of an easement or license to the City, (c) the daily rentals of space within the Activity Center portion of the Improvements to outside parties, and (d) transfers permitted pursuant to Section 603 of the Regulatory Agreement, Lessee shall not sell, assign, sublease, or otherwise transfer this Lease or any right therein, nor make any total or partial sale, assignment, sublease, or transfer in any other mode or form of the whole or any part of the Property or the Improvements (each of which events is referred to in this Lease as an "Assignment"), without prior written approval of Agency, which approval shall not be unreasonably withheld as more particularly set forth below in this Section 14. Any purported assignment without the prior written consent of Agency shall render this Lease absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction or rehabilitation of the Improvements at any time during the Term.

(b) Any requested assignment for financing purposes (subject to such financing being considered and approved by Agency pursuant to Section 15 herein), including the grant of a deed of trust and/or other loan documents to secure the funds necessary for permanent financing of the Rehabilitation.

(c) The leasing or rental of individual Housing Units within the Improvements.

(d) Daily rentals of space in the Activity Center to third parties.

(e) Transfers permitted pursuant to Section 603.2 of the DDA and/or Regulatory Agreement.

In the event of an assignment by Lessee under subparagraphs (a) through (e) above, not requiring Agency's prior approval, Lessee nevertheless agrees that at least thirty (30) days prior to such assignment it shall give written notice to Agency of such assignment and satisfactory evidence that the assignee or sublessee has assumed jointly with Lessee the obligations of this Lease.

Agency agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 14, provided Lessee delivers written notice to Agency requesting such approval. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 14 and as reasonably determined by Agency. Agency shall evaluate such proposed transferee or assignee on the basis of its development qualifications and experience and/or qualifications and experience in the operation of facilities similar to the Property and Improvements, including experience working with cities and redevelopment agencies, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, which Agency reasonably determines does not process sufficient qualifications. An assignment and assumption agreement in form satisfactory to Agency's Executive Director or designee shall also be required for all proposed assignments. Within thirty (30) days after the receipt of the Lessee's written notice requesting approval of an assignment or transfer pursuant to this Section 14, Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Lessee shall promptly furnish to Agency such further information as may be reasonably requested. Review of experience in operating similar developments shall not be required with respect to institutional lenders providing financing pursuant to Section 15 hereof so long as the original Lessee (or a successor that has been expressly approved in writing by Agency) remains responsible for operating the Improvements and performing as Lessee pursuant to this Lease. Approval by Agency of any such sale, assignment, sublease or transfer shall be deemed to relieve Lessee or any approved or permitted assign or successor from any obligations under this Lease.

Notwithstanding any provision in this Section 14 to the contrary, in no event shall Lessee make any assignment which would or could be effective beyond the Term without the prior written consent of the Agency.

Agency may assign or transfer any of its rights or obligations under this Lease with the approval of the Lessee, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to the City at any time without

the consent of the Lessee.

15. FINANCING.

Financing necessary to undertake the Rehabilitation and long-term operation of the Property is subject to the requirements of Section 311 of the DDA. In conjunction with such financing financing, Lessee may, at any time and from time to time during the Term, upon prior written notice to Agency and subject to the requirements of Sections 9 and/or 15 hereof, request that Agency authorize Lessee to mortgage, pledge, hypothecate or otherwise encumber to a federally or state chartered bank or savings and loan, a mortgage company or similar institutional lender (herein called "Lender"), by deed of trust or mortgage or other security instrument, all of Lessee's right, title and interest pursuant to this Lease and the leasehold estate hereby, following thirty (30) days prior written notice to Agency, to secure financing the Rehabilitation and/or long-term operation of the Improvements and Property. Agency shall consider such request in good faith, and may approve, disapprove, or conditionally approve in Agency's reasonable discretion.

Notwithstanding anything in this Section 15 to the contrary, Lessee shall not, without the prior written consent of Agency, which may be given or withheld in Agency's sole discretion, obtain any capital improvement loan or other conveyance for financing secured by the Property or this Lease, the term of which loan or other conveyance for financing purposes extends beyond the Term.

16. INDEMNITY.

Lessee shall defend, indemnify, assume all responsibility for, and hold Agency and City, and their respective officers, employees, agents, and representatives harmless from, all claims, demands, damages, defense costs or liability of any kind or nature (including attorneys' fees and costs) and for any damages to property or injuries to persons, including accidental death, which may be caused by or arise out of the Lessee's performance or failure to perform its obligations pursuant to this Lease, whether such activities or performance thereof be by the Lessee or by anyone employed or contracted with by the Lessee and whether such damage shall accrue or be discovered before or after termination of this Lease, or from any defect in the Property or the Improvements, or from any displacement of residents or liability for relocation assistance pursuant to Government Code Section 7260, et seq., due to the acts of Lessee hereunder. Lessee shall not be liable for property damage or bodily injury occasioned by the sole negligence of, willful misconduct of, or breach of this Lease by Lessor or its agents or employees.

17. INSURANCE.

17.1. Insurance to be Provided by Lessee. During the Term, Lessee, at its sole cost and expense, shall itself take out and maintain, or cause to be taken out and maintained, the following insurance coverage, in addition to any insurance which may be required pursuant to the DDA:

(a) Maintain or cause to be maintained a policy or policies of all-risk property insurance. Such insurance policy shall be maintained in an amount not less than one hundred percent (100%) of the "Full Insurable Value" of the Property and Improvements, as defined herein in this Section 17.

(b) Maintain or cause to be maintained, upon the commencement of the Lease, use and occupancy or business interruption or rental income insurance against the perils of fire, lightning, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage fire insurance policies, in an amount equal to not less than twelve (12) months' Effective Gross Income payable to Lessee from residents on the Property, assuming one hundred percent (100%) occupancy.

(c) Maintain or cause to be maintained, in an amount not less than Two Million Dollars ($2,000,000), combined single limit, commercial general liability insurance. The required amount of insurance shall be subject to increases as Agency may reasonably require from time to time, upon the recommendation of City risk management personnel, but not more frequently than every twenty-four (24) months. In no event shall such increase or increases exceed the increase during such period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, Subgroup "All Items," in the geographical area applicable to the Burbank area. Lessee agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from Lessee's activities, activities of its sublessees or the activities of any other person or persons for which Lessee is otherwise responsible.

(d) Maintain or cause to be maintained by the Property Manager worker's compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers compensation insurance shall cover all persons employed by Lessee and/or Property Manager in connection with the Property and the Improvements and shall cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for on behalf of any person incurring or suffering injury or death in connection with the Property or the Improvements or the operation thereof by Lessee or Property Manager.

17.2. Definition of "Full Insurable Value". The term "Full Insurable Value" as used in this Section 17 shall mean the actual replacement cost of the Improvements, including the cost of construction of the replacing the Improvements, architectural and engineering fees, applicable governmental fees, and inspection and supervision. Lessee shall maintain the insurance policy required by Section 17.1(a) hereof at the current Full Insurable Value of the Property.

17.3. General Insurance Provisions. All policies of insurance provided for in this Section 17, except for the workers' compensation insurance, shall name Lessee as the insured and Agency and the City, and their respective officers, employees, agents, and representatives, as additional insureds, as theft respective interests may appear. All property casualty insurance policies shall include the interest of any Lessee's lender, and may provide that any loss is payable jointly to Lessee and Lessee's lender in which event such policies shall contain standard mortgage loss payable clauses. Lessee agrees to timely pay or cause to be timely paid all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Lessee agrees to submit policies of all insurance required by this Section 17 of this Lease, or certificates and

endorsement forms evidencing the existence thereof, to Agency on or before the effective date of this Lease, indicating full coverage of the contractual liability imposed by this Lease. At least thirty (30) days prior to expiration of any such policy, copies of renewal policies, or certificates and endorsement forms evidencing the existence thereof, shall be submitted to Agency. All policies shall be written by good and solvent insurers qualified to do business in California, with an A.M. Best's rating of not less than "A," and which are reasonably acceptable to the Agency Executive Director or designee. All policies or certificates of insurance shall also: (1) provide that such policies shall not be cancelled or limited in any manner without at least thirty (30) days prior written notice to Agency; and (ii) provide that such coverage is primary and not contributing with any insurance as may be obtained by Agency and shall contain a waiver of subrogation for the benefit of the City and Agency. Lessee may propose to the Agency that some or all of the insurance required hereunder be provided by umbrella coverage policies or other policies which provide equivalent coverage, and the Agency general counsel shall reasonably approve or disapprove such request in accordance with Agency and City risk management policies in effect at such time.

17.4. Failure to Maintain Insurance. If Lessee fails or refuses to procure or maintain insurance as required by this Lease, Agency shall have the right, at Agency's election, and upon ten (10) days prior written notice to Lessee, to procure and maintain such insurance. The premiums paid by Agency shall be treated as added rent due from Lessee, to be paid on the first day of the month following the date on which the premiums were paid. Agency shall give prompt written notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

17.5. Insurance Proceeds Resulting from Loss or Damage to Improvements. All proceeds of insurance with respect to loss or damage to the Property or Improvements during the term of this Lease shall be payable, under the provisions of the policy of insurance, to Lessee, and said proceeds shall constitute a trust fund to be used for the restoration, repair and rebuilding of the Improvements in accordance with plans and specifications approved in writing by Agency. To the extent that such proceeds exceed the cost of such restoration, repair or rebuilding, then such proceeds shall be used to repay any outstanding loans secured by encumbrances upon the Property, and any remaining proceeds shall be treated as income to the Improvements. Notwithstanding the foregoing, within the period during which there is an outstanding mortgage upon the Improvements, such proceeds shall be payable in accordance with mortgage loan documents.

In the event this Lease is terminated by mutual agreement of Agency and Lessee and the Property is not restored, repaired or rebuilt, the insurance proceeds and proceeds of the Capital Replacement Reserve and Operating Reserve shall be jointly retained by Agency and Lessee and shall be applied first to repay any outstanding loans secured by encumbrances upon Lessee's interest in this Lease, second to any payments due under this Lease from Lessee to Agency, third to restore the Property and Improvements to their original condition and to a neat and clean condition, and finally any excess shall be paid to the Agency, and Lessee shall have no further obligation hereunder to restore, repair or rebuild the Improvements; provided, however, that within any period when there is an outstanding mortgage upon the Improvements, such proceeds shall be applied in accordance with mortgage loan documents.

In the event this Lease is partially terminated by mutual agreement of Agency and

Lessee and a portion of the Improvements is not restored, repaired or rebuilt, a pro rata portion of the insurance proceeds and proceeds of the Capital Replacement Reserve and Operating Reserve attributable to the portion of the Improvements which has been terminated shall be jointly retained by Agency and Lessee and shall be applied first to repay any outstanding loans secured by encumbrances upon Lessee's interest in this Lease, second to any payments due under this Lease from Lessee to Agency, third to restore the Property and Improvements to their original condition and to a neat and clean condition, and finally any excess shall be treated as income to the Improvements, and Lessee shall have no further obligation hereunder to restore, repair or rebuild the applicable portion of the Improvements subject to termination; provided, however, that within any period when there is an outstanding mortgage upon the Improvements, such proceeds shall be applied in accordance with mortgage loan documents.

18. EMINENT DOMAIN.

In the event that the Property and/or the Improvements or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, then, as between Agency and Lessee (or mortgagee, if a mortgage is then in effect), the interests of Agency and Lessee (or mortgagee) in the award and the effect of the taking upon this Lease shall be as follows:

(a) In the event of such taking of only a part of the Property, leaving the remainder of the Property in such location and in such form, shape and size as to be used effectively and practicably for the conduct thereon of the uses permitted hereunder, this Lease shall terminate and end as to the portion of the Property so taken as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the Property not so taken and from and after such date the rental required by this Lease to be paid by Lessee to Agency shall be reduced in the proportion which the number of square feet so taken bears to the total number of square feet in the Property.

(b) In the event of taking of only a part of the Property, leaving the remainder of the Property in such location, or in such form, shape or reduced size as to render the same not effectively and practicably usable, for the conduct thereon of the uses permitted hereunder, this Lease and all right, title and interest thereunder shall cease on the date title to the Property or the portion thereof so taken vests in the condemning authority.

(c) In the event the entire Property is taken, this Lease and all of the right, title and interest thereunder, shall cease on the date title to the Property so taken vests in the condemning authority.

(d) In the event of taking of only Lessee's leasehold interest in the Property, this Lease shall terminate.

(e) Promptly after a partial taking that does not result in termination of this Lease, at Lessee's expense and in the manner specified in provisions of this Lease related to maintenance, repairs, alterations, Lessee shall restore the Property, to the extent possible and as permitted by law, so as to place them in a condition suitable for the uses and purposes for which the Property was leased.

(f) In the event of any taking under subparagraphs (a), (b), (c) or (d) hereinabove, that portion of any award of compensation attributable to the fair market value of the land and improvements taken, or any part thereof or portion thereof, including the value attributable to this leasehold, if any, shall belong to Agency.

(g) Provided, however, that within the period during which there is an outstanding mortgage on Lessee's interest in this Lease, the mortgagee shall be entitled to any portion of the award attributable to the Lessee's interest in this Lease, consistent with the loan documents between Lessee and the mortgagees. Any excess portion of the award attributable to the condemnation of the Improvements shall be payable to Agency.

(h) Notwithstanding the foregoing provisions of this Section, Agency may, in its discretion and without affecting the validity and existence of this Lease, transfer Agency's interests in the Property in lieu of condemnation to any authority entitled to exercise the power of eminent domain. In the event of such transfer by Agency, Lessee (or mortgagee if a mortgage is then in effect) and Agency shall retain whatever rights they may have to recover from said authority the fair market value of their respective interests in the Improvements taken by the authority in the order set forth above.

(i) All valuations to be made pursuant to this Section 18 shall be made by mutual agreement of Agency and Lessee.

19. OBLIGATION TO REFRAIN FROM DISCRIMINATION.

Lessee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Lessee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of residents, lessees, subtenants, sublessees or vendees of the Property or any portion thereof. The foregoing covenants shall run with the land.

Lessee shall refrain from restricting the rental or lease of the Property and the Improvements, or any portion thereof including individual Housing Units, on the basis of sex, marital status, race, color, creed, religion, ancestry or national origin of any person. All such leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Leases:

"The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this lease is made and accepted upon and subject to the following conditions:

> That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, or ancestry, in the leasing, subleasing, transferring, use,

occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of residents, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(b) In Contracts:

"There shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of residents, lessees, subtenants, sublessees or vendees of the premises."

20. NONDISCRIMINATION IN EMPLOYMENT.

Lessee, for itself and its successors and assigns, agrees that during the operation of the Property provided for in this Lease, and during any work of repair or replacement, Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, physical or mental disability, sexual orientation, ancestry or national origin, or on the basis of any other category or status not permitted by law.

21. COMPLIANCE WITH LAW.

Lessee agrees, at its sole cost and expense, to comply and secure compliance by all contractors and residents of the Property and Improvements with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the Property and the Improvements thereon, as well as operations conducted thereon, and to faithfully observe and secure compliance by all contractors and residents of the Property and Improvements thereon with, in the use of the Property and the Improvements, all applicable county and municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and to pay before delinquency all taxes, assessments, and fees, if any, assessor levied upon Lessee or the Property or the Improvements, including the land and any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by Lessee or by reason of the business or other activities of Lessee upon or in connection with the Property and the Improvements. Lessee shall use good faith efforts to prevent residents from maintaining any nuisance or other unlawful conduct on or about the Property or in or about the Buildings, and shall take such actions as are reasonably required to abate any such violations by residents of the Property and Improvements. The judgment of any court of competent jurisdiction, or the admission of Lessee or any sublessee or permittee in any action or proceeding against them, or any of them, whether Agency be a party thereto or not, that Lessee, sublessee or permittee has violated any such ordinance or statute in the use of the Property or the Building shall be conclusive of that fact as between Agency and Lessee, or such sublessee or permittee.

22. ENTRY AND INSPECTION.

Agency reserves and shall have the right during reasonable business hours (and at all times in cases of emergency), upon twenty-four (24) hours prior written notice (except in cases of emergency) to Lessee by the Executive Director of Agency or designee, to enter the Property and the Improvements for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Property and the Improvements or to inspect the operations conducted thereon, subject to the Agency's indemnification obligations as set forth in Section 16 hereof.

23. RIGHT TO MAINTAIN.

In the event that the entry or inspection by Agency pursuant to Section 22 hereof discloses that the Property or the Improvements are not in a decent, safe, and sanitary condition, Agency shall have the right, after thirty (30) days written notice to Lessee (except in case of emergency, in which event no notice shall be necessary) and Lessee's failure to cure such default within such thirty (30) day period or such longer period as provided below, to have any necessary maintenance work done for and at the expense of Lessee, and Lessee hereby agrees to pay promptly any and all costs incurred by Agency in having such necessary maintenance work done in order to keep the Property and the Improvements in a decent, safe and sanitary condition, provided that the Agency delivers such notice which is required hereunder. Notwithstanding the foregoing, except in cases of emergency, Lessee shall have thirty (30) days following receipt of reasonably detailed written notice setting forth the nature and scope of the default to implement a cure; provided, however, that Lessee shall not be in default hereunder if such default is not reasonably capable of being cured within such thirty (30) day period and Lessee takes all reasonable steps during such initial thirty (30) day period to commence the cure and diligently prosecute it to completion. In the event of an emergency, Lessee shall implement a cure of such default as soon as practicable following receipt of reasonably detailed written notice from the Agency setting forth the nature and scope of the default. The rights reserved in this Section 23 shall not create any obligations on Agency or increase obligations elsewhere in this Lease imposed on Agency.

24. EVENTS OF DEFAULT AND REMEDIES.

24.1. Events of Default by Lessee. The occurrence of any one (1) or more of the following shall constitute an event of default hereunder:

(a) Lessee shall fail to undertake the Rehabilitation in accordance with the DDA and within the times set forth in the DDA, subject to applicable cure periods set forth therein, following written notice from the Agency that such construction has not been completed within the required time; or

(b) Lessee shall abandon or surrender the Property or the Improvements; or

(c) Lessee shall fail or refuse to pay, within ten (10) days of notice from Agency that the same is due, any installment of rent or any other sum required by this Lease to be paid by Lessee; or

(d) Lessee shall fail to materially perform any covenant or condition of the DDA, Regulatory Agreement, the Agency Loan Agreement, this Lease, and/or any loan documents or regulatory agreements executed by Lessee which are permitted pursuant to the foregoing, other than as set forth in subparagraphs (a) or (b) above, and any such failure shall not be cured within thirty (30) days following the service on Lessee of a written notice from Agency specifying the failure complained of, or if it is not reasonably practicable to cure or remedy such failure within such thirty (30) day period, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

(e) Subject to any restrictions or limitations placed on Agency by applicable laws governing bankruptcy, Lessee's (i) application for, consent to or suffering of the appointment of a receiver, trustee or liquidator for all or for a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) admitting in writing its inability to pay its debts or its willingness to be adjudged a bankrupt; (iv) becoming unable to or failing to pay its debts as they mature; (v) being adjudged a bankrupt; (vi) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within ninety (90) days of such filing); (vii) convening a meeting of its creditors or any class thereof for purposes of effecting a moratorium, extension or composition of its debts; or (viii) suffering or permitting to continue unstayed and in effect for ninety (90) consecutive days any attachment, levy, execution or seizure of all or a portion of Lessee's assets or of Lessee s interest in this Lease, then such event, following the expiration of all applicable cure periods without cure, shall constitute an event of "default" under this Lease.

24.2. Remedies of Agency. In the event of any such default as described in Section 24.1, Agency may, at its sole option:

(a) Correct or cause to be corrected said default and charge any costs thereof, to the extent applicable (including costs incurred by Agency in enforcing this provision) to the account of Lessee, which charge shall be due and payable within thirty (30) days after presentation by Agency of a statement of all or part of said costs;

(b) Correct or cause to be corrected said default and pay the costs thereof (including costs incurred by Agency in enforcing this provision) from the proceeds of any insurance;

(c) Exercise its right to maintain any and all actions at law or suits in equity to compel Lessee to correct or cause to be corrected said default and/or to obtain monetary damages for such default, as provided in Section 24.3 hereof;

(d) Have a receiver appointed to take possession of Lessee's interest in the Property and the Improvements, with power in said receiver to administer Lessee's interest in the Property and the Improvements, to collect all funds available to Lessee in connection with its operation and maintenance of the Property and the Improvements; and to perform all other acts consistent with Lessee's obligation under this Lease as the court deems proper;

(e) Maintain and operate the Property and the Improvements, without

terminating this Lease during the period of such default;

(f) Terminate this Lease.

24.3. Damages. Damages which Agency recovers in the event of default under this Lease shall be those which are then available under applicable California case and statutory law to lessors for leases in the State of California including, but not limited to, any accrued but unpaid rent and the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the date of award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

24.4. Rights and Remedies are Cumulative. The remedies provided by this Section 24 are not exclusive and shall be cumulative to all other rights and remedies possessed by Agency. The exercise by Agency of one or more such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by Lessee.

24.5. Rights of Lenders.

(a) Cure by Mortgagee. Any mortgagee shall have the right, at any time during the Term, while this Lease is in full force and effect:

(i) to do any act required by Lessee hereunder, to prevent a forfeiture of Lessee's rights hereunder as if the same had been done or performed by Lessee;

(ii) to rely on the security afforded by the leasehold estate, and to acquire and to succeed to the interest of Lessee hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by deed given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person, firm or corporation.

If the mortgagee or Lessee shall have furnished, in writing, to Agency a request for notice, in the event of any default or breach hereunder on the part of Lessee, then Agency will not terminate this Lease by reason of such default or breach if the mortgagee shall, within sixty (60) days after the expiration of the applicable cure periods set forth herein and service on mortgagee of written notice from Agency or Agency's intention to terminate this Lease, either (i) cure such default if the same can be cured by the payment of money; or, if such is not the case (ii) undertake, in writing, to perform all covenants of this Lease capable of performance by mortgagee. In the event of such undertaking, mortgagee shall be deemed to have cured such default if mortgagee proceeds in a timely and diligent manner to accomplish said cure; provided, however, that if in order to accomplish such cure, mortgagee must foreclose on its security interest or obtain leave of the court as in the case of bankruptcy proceedings, such default shall be deemed cured, nevertheless, if mortgagee shall have made every reasonable effort to obtain such leave in a timely and diligent manner or shall have commenced foreclosure proceedings. Provided that mortgagee cures any additional defaults in the manner and within the time herein specified, the inability of mortgagee to cure a default based upon Lessee's bankruptcy or insolvency or other non-curable default shall not permit Agency to terminate the Lease on

account of such default. Further, this section shall not be deemed to obligate mortgagee to undertake or cure any default based upon Lessee's bankruptcy or insolvency, or other non-curable default.

This obligation of mortgagee for the performance of the terms of this Lease shall terminate upon the sale, transfer or assignment of the right, title and interest of mortgagee in the leasehold estate to any other person, firm or corporation.

Any provisions contained in this Lease to the contrary notwithstanding, any mortgagee of the Property or its assignee, may enforce such mortgage and acquire title to the leasehold estate in any lawful manner and, pending foreclosure of any such mortgage, may take possession of the Property.

(b) New Lease on Termination of this Lease. In the event this Lease is terminated for any reason, any mortgagee shall have the right within sixty (60) days after receipt of notice of such termination to demand that Agency execute a new lease of the Property with mortgagee as Lessee hereunder. In such event mortgagee shall immediately execute a new lease which shall be for the unexpired term of this Lease (and shall include any unexpired option extension terms) and shall otherwise be identical with the terms of this Lease and shall have the same priority as this Lease. Such new lease shall be executed and delivered by the Agency to the mortgagee within sixty (60) days after receipt by the Agency of written notice from the mortgagee of such election to obtain a new lease and upon payment by the mortgagee of all sums owing by Lessee under the provisions of this Lease (less the rent and other income actually collected by Agency in the meantime from any sublessees or other occupants of the Premises) and upon performance by the mortgagee of all other obligations of Lessee under the provisions of this Lease with respect to which performance is then due and which are susceptible of being cured by the mortgagee. After such termination of this Lease and prior to the expiration of the period within which mortgagee may elect to obtain such new lease from the Agency, Agency shall refrain executing any new subleases or amending, canceling or terminating any existing subleases without the prior written consent of the mortgagee.

(c) Consent of Mortgagee. Notwithstanding the provisions of this Lease to the contrary, until such time as the indebtedness of Lessee to mortgagee shall have been fully paid, Agency shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this Lease, consent to any modification hereof or consent to the assignment hereof or of any part or portion of the term created thereby or of any of interest therein.

25. MISCELLANEOUS.

25.1 Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Lease.

25.2 Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of Los Angeles County, State of California, in any other appropriate court in that County, or if permitted under federal law governing federal jurisdiction

for the Central District in the Federal District Court.

25.3 Acceptance of Service of Process. In the event that any legal action is commenced by Lessee against Agency, service of process on Agency shall be made by personal service upon the Chairman or Executive Director or designee of Agency or in such other manner as may be provided by law.

In the event that any legal action is commenced by Agency against Lessee, service of process on Lessee shall be made by personal service upon Lessee or in such other manner as may be provided by law, and shall be effective whether made within or without the State of California.

25.4 Attorneys' Fees And Court Costs. In the event that either Agency or Lessee shall bring or commence an action to enforce the terms and conditions of this Lease or to obtain damages against the other party arising from any default under or violation of this Lease, then the prevailing party shall be entitled to and shall be paid reasonable attorneys' fees and court costs therefore in addition to whatever other relief such prevailing party may be entitled.

25.5 Financial Statement; Inspection of Books And Records. Lessee shall submit to the Agency on an annual basis, not later than one hundred twenty (120) days after the end of each calendar year during the term of this Lease, an audited financial statement for the operation of the Property and Improvements, which is prepared by a certified public accounting firm. In addition, Agency shall have the right (at Lessee's office, upon not less than forty-eight (48) hours' notice, and during normal business hours) to inspect the books and records of Lessee pertaining to the Property as pertinent to the purposes of this Lease. Lessee also has the right (at Agency's office, upon not less than forty-eight (48) hours' notice, and at all reasonable times) to inspect the books and records of Agency pertaining to the Property as pertinent to the purposes of this Lease.

25.6 Interest. Any amount due Agency that is not paid when due shall bear interest from the date such amount becomes due until it is paid. Interest shall be at a rate equal to the lesser of (i) the discount rate established by the San Francisco office of the Federal Reserve Bank, plus two percent (2%), on the first day of the month such amount becomes due, and (ii) the maximum rate permitted by applicable law.

25.7 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:'

Agency: Redevelopment Agency of the City of Burbank
275 E. Olive Avenue
Burbank, CA 91510
Attn: Asst. Executive Director

With a copy to: City Attorney's Office
275 E. Olive Avenue
Burbank, CA 91510

Lessee: Burbank Housing Corporation
241 W. Verdugo Avenue
Burbank, CA 91502

or to such other address as either party shall later designate for such purposes by written notice to the other party. Agency shall also give copies of such notices to any Lender or mortgagee which has requested such notice. Notices shall be deemed effective upon personal delivery or within three (3) days after mailing thereof as provided above; provided, however that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice to the delivering party shall be effective on the third day after the attempted delivery or deposit in the United States mail.

25.8 Time is of the Essence. Time is of the essence in the performance of the terms and conditions of this Lease.

25.9 Non-Merger of Fee And Leasehold Estates. If both Agency's and Lessee's estates in the Property become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of Agency and Lessee's lender. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as a merger and shall, at the option of Agency, terminate all or any existing sublease or subtenancies or may, at the option of Agency, operate as an assignment to Agency of any or all such existing subleases or subtenancies.

25.10 Holding Over. The occupancy of the Property after the expiration of the Term of this Lease shall be construed to be a tenancy from month to month, and all other terms and conditions of this Lease shall continue in full force and effect.

25.11 Conflict of Interest. No member, official or employee of Agency shall have any personal interest, direct or indirect, in this Lease nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any limited partnership, partnership or association in which he is directly or indirectly interested.

Lessee warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

25.12 Non-Liability of Agency and City Officials and Employees. No member, official, officer, employee, agent, or representative of Agency or City shall be personally liable to Lessee, or any successor in interest, in the event of any default or breach by Agency or for any

amount which may become due to Lessee or successor or on any obligations under the terms of this Lease.

25.13 Relationship. The relationship between the parties hereto shall at all times be deemed to be that of landlord and tenant. The parties do not intend nor shall this Lease be deemed to create a partnership or joint venture.

25.14 Transactions with Affiliates. Lessee shall not have the right to enter into transactions with subsidiaries, affiliates and other related entities for the purpose of leasing space, providing cleaning, maintenance and repair services, insurance policies and other purposes related to the use and development of the Property and the Improvements, without the prior written approval of the Agency, which approval shall be given only if the Agency reasonably concludes that all such costs, charges and rents are competitive with the costs, charges, rent and other sums which would be paid by or to, as the case may be, an unrelated third party.

25.15 Waivers and Amendments. All waivers of the provisions of this Lease must be in writing and signed by the appropriate authorities of Agency or Lessee. The waiver by Agency of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Agency shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this Lease, regardless of Agency's knowledge of such preceding breach at the time of acceptance of such rent. Failure on the part of Agency to require or exact full and complete compliance with any of the covenants or conditions of this Lease shall not be construed as in any manner changing the terms hereof and shall not prevent Agency from enforcing any provision hereof.

All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Lessee.

The Lessee's mortgagee permitted by this Lease shall not be bound by any waiver or amendment to this Lease without Lessee's mortgagee giving its prior written consent.

25.16 Non-Merger With DDA or Regulatory Agreement. None of the terms, covenants or conditions agreed upon in writing in the DDA or Regulatory Agreement and other instruments between the parties to this Lease with respect to obligations to be performed, kept or observed by Lessee or Agency in respect to the Property or any part thereof, shall be deemed to be merged with this Lease.

25.17 Entire Agreement; Duplicate Originals; Counterparts. Except as set forth in Section 25.16, this Lease sets forth the entire understanding of the parties with respect to Lessee's lease of the Property. This Lease is executed in two (2) duplicate originals and counterparts, each of which is deemed to be an original. This Lease includes thirty-four (34) pages and three (3) exhibits, Exhibits A, B, and C.

25.18 Severability. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this

Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

25.19 Terminology. All personal pronouns used in this Lease, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of sections are for convenience only, and neither limit nor amplify the provisions of the Lease itself. Except for terms expressly defined in this Lease, all terms shall have the same meaning as set forth in the DDA.

25.20 Recordation. A short form memorandum of this Lease, in the form attached hereto as Exhibit "C", shall be recorded at or within one (1) day after the time the Lease is executed.

25.21 Binding Effect. This Lease, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

25.22 Estoppel Certificate. Each of the parties shall at any time and from time to time upon not less than twenty (20) days' prior notice by the other, execute, acknowledge and deliver to such other party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if them shall have been modifications that this Lease is in full force and effect as modified and stating the modifications), and the dates to which the rent has been paid, and stating whether or not to the best knowledge of the signer of such certificate such other party is in default in performing or observing any provision of this Lease, and, if in default, specifying each such default of which the signer may have knowledge, and such other matters as such other party may reasonably request, it being intended that any such statement delivered by Lessee may be relied upon by Agency or any successor in interest to Agency or any prospective mortgagee or encumbrance thereof, and it being further intended that any such statement delivered by Agency may be relied upon by any prospective assignee of Lessee's interest in this Lease or any prospective mortgagee or encumbrance thereof. Reliance on any such certificate may not extend to any default as to which the signer of the certificate shall have had no actual knowledge.

25.23 Force Majeure. The time within which Agency or Lessee is obligated herein to perform any obligation hereunder, other than an obligation that may be performed by the payment of money, shall be extended and the performance excused when the delay is caused by: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; natural disasters; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier (other than a contractor, subcontractor or supplier in which Lessee has a twenty-five percent (25%) or more ownership interest, or which is controlled by Lessee, or which is an affiliated entity of Lessee); acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of Agency which shall not excuse performance by Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty

(30) days of the commencement of the cause.

25.24 Quiet Enjoyment. Agency does hereby covenant, promise and agree to and with Lessee that Lessee, for so long as Lessee is not in default hereof, shall and may at all times peaceably and quietly have, hold, use, occupy and possess the Property throughout the Term.

25.25 Agency Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by Agency, the Executive Director of Agency or his or her designee is authorized to act on behalf of Agency unless specifically provided otherwise or the law otherwise requires.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their lawfully authorized officers.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK

Signature

Name (please print)

Executive Director
Title

LESSEE:

BURBANK HOUSING CORPORATION

Signature

Allen C. Cottrell
Name (please print)

President
Title

ATTEST:
Office of the City Clerk

Margarita Campos, Secretary

Approved as to Form and Legal Content:
Dennis A. Barlow, City Attorney

Michael J. Garcia, Asst. City Attorney

REDEVELOPMENT AGENCY ORGANIZED MAY 12, 1970 CITY OF BURBANK, CALIFORNIA

EXHIBIT A

MAP

[Attached]

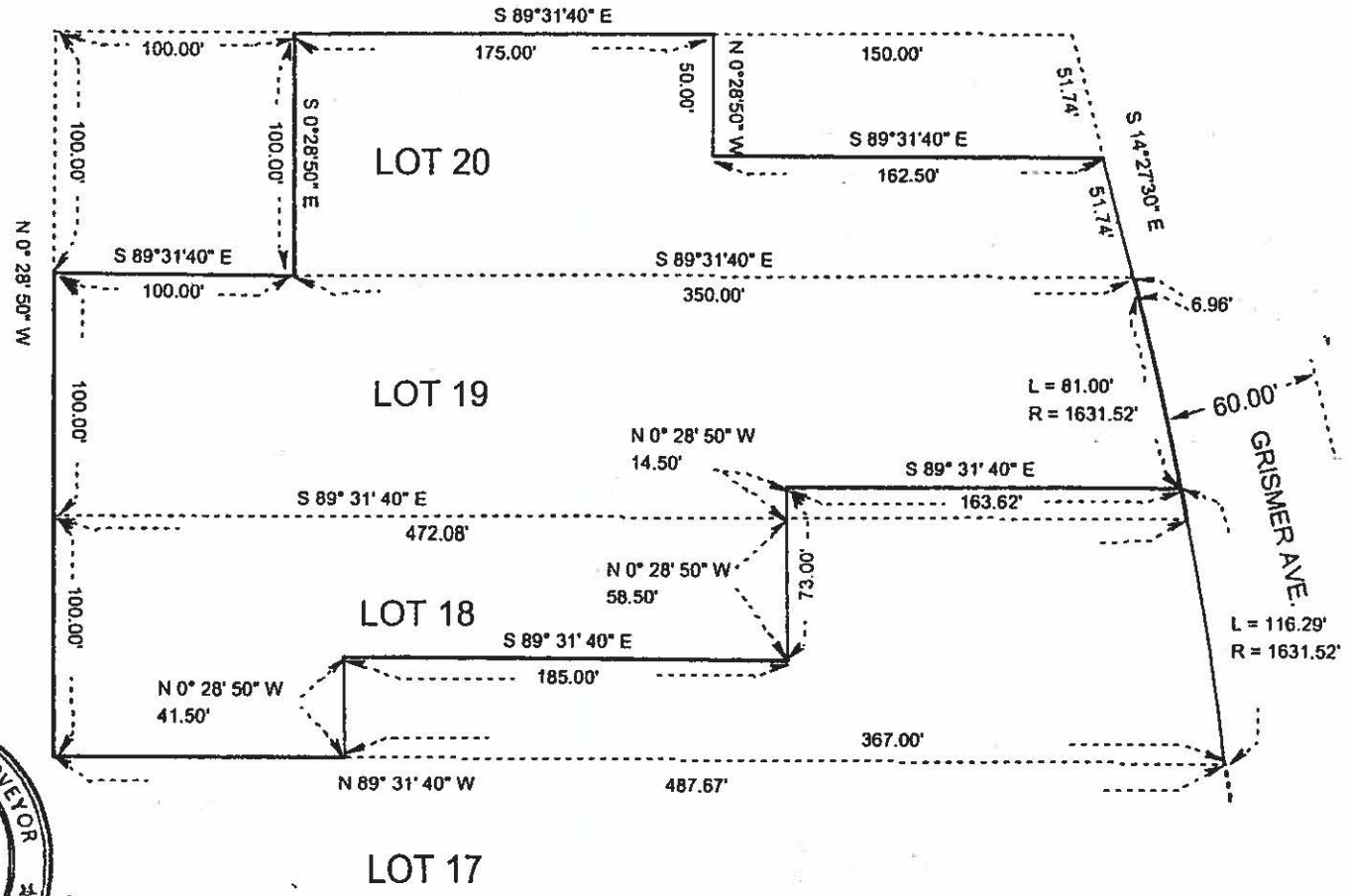
PORTIONS OF LOTS 18 , 19, AND 20 OF
TRACT 3097 IN THE CITY OF BURBANK,
COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA,
RECORDED IN MB 32, PG. 12,
RECORDS OF SAID COUNTY.

THIS PLAT IS BASED ON RECORD DATA.

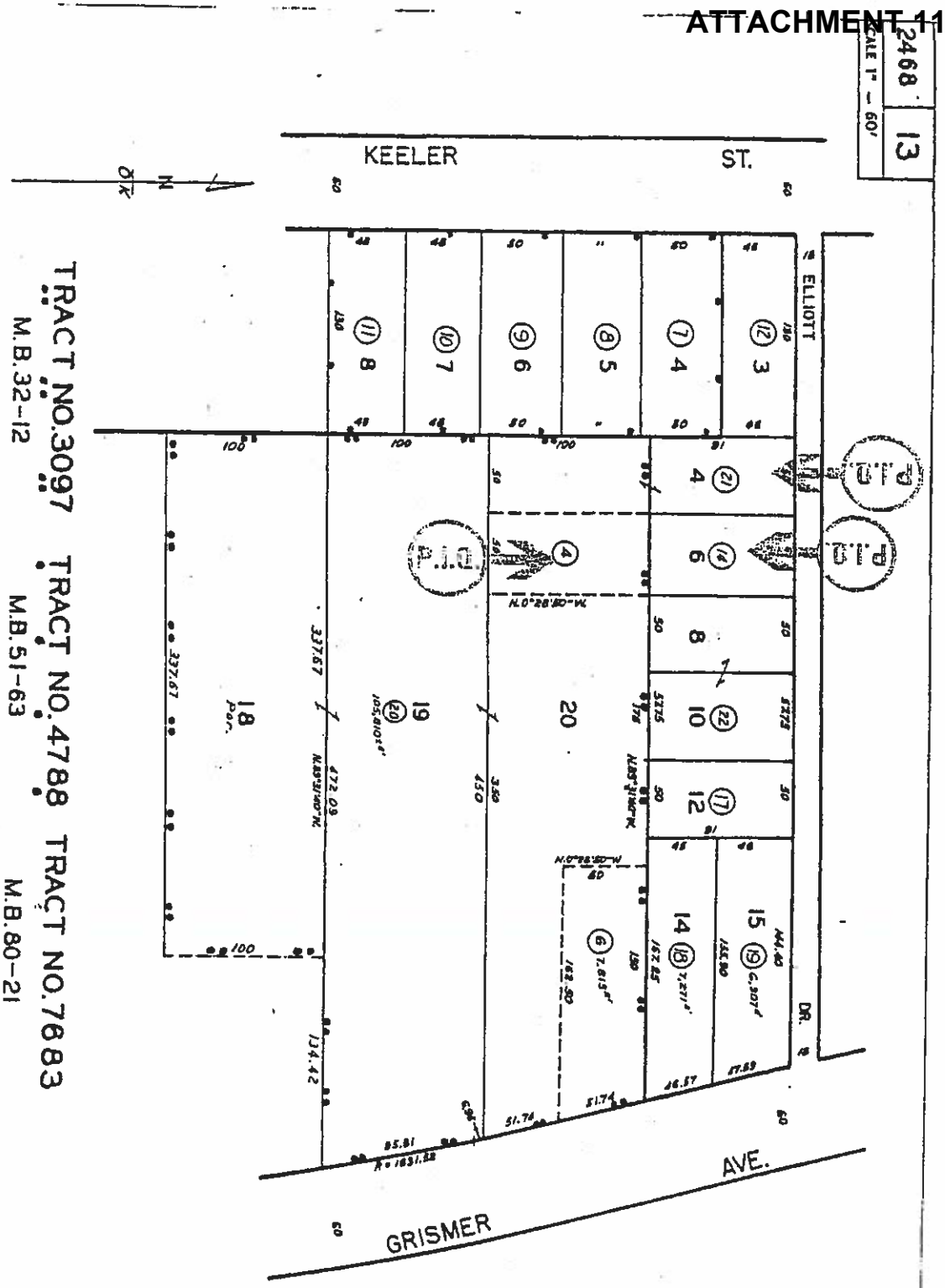
SCALE 1" = 80 FEET

WEISSWASSER PROPERTY

EXHIBIT A



PROFESSIONAL LAND SURVEYOR
JOHN P. OSTLY
EXP. 09/30/03
NO. 5691
STATE OF CALIFORNIA



FOR PREV. ASSMT. SEE: 1070-13
2468-12

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

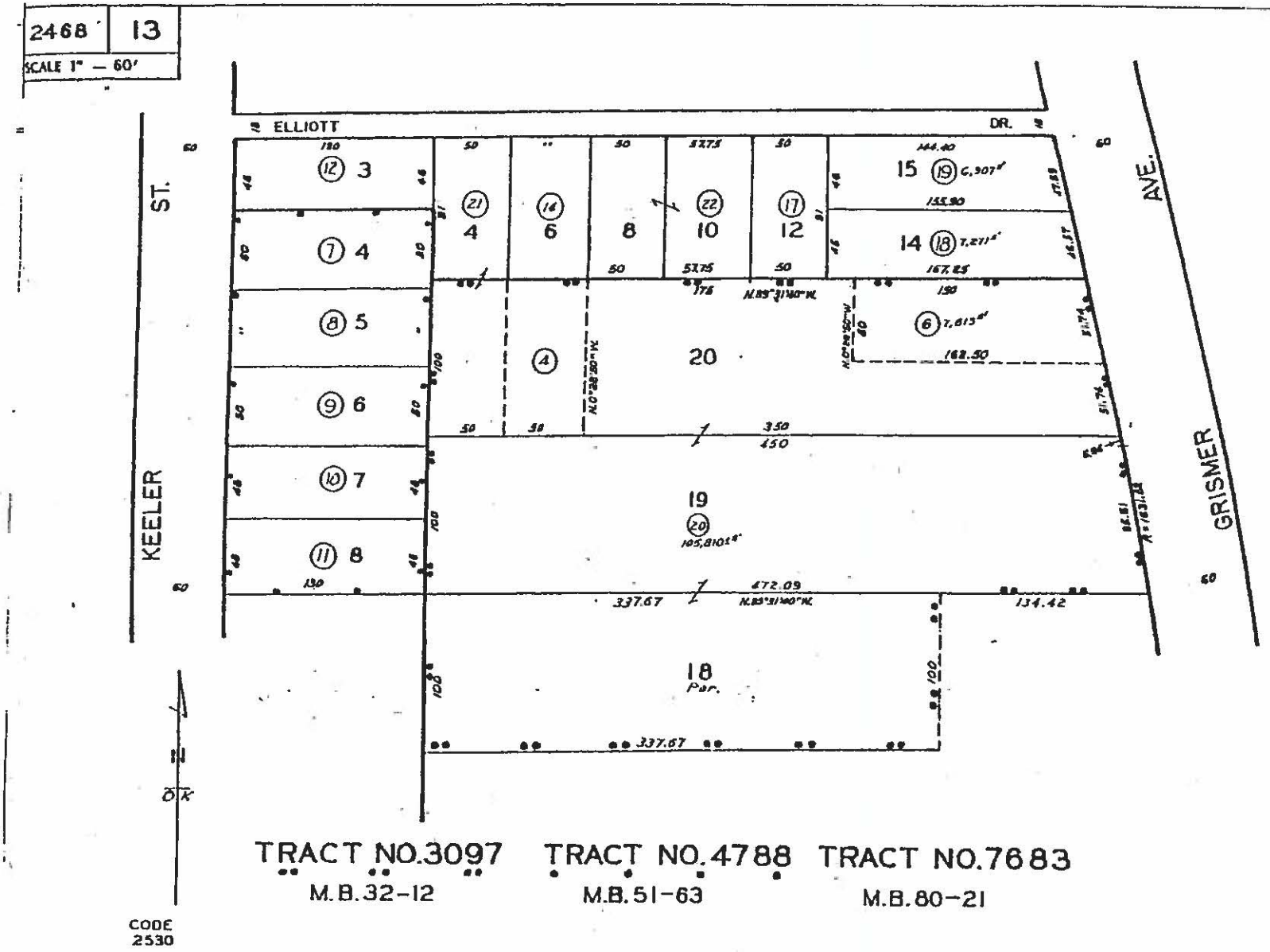
REINOSO PROPERTY

EXHIBIT A

REVISED
6-6-56
5-15-64
7-2-64
06/01/04

Description: Los Angeles,CA Assessor Map 2468.13 Page: 1 of 1
Order: 319 Comment: tom

THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE HEREON.



1819 GRISMER AVENUE

EXHIBIT A

EXHIBIT B

LEGAL DESCRIPTION

[Attached]

EXHIBIT B

LEGAL DESCRIPTION

WEISSWASSER PROPERTY

THOSE PORTIONS OF LOTS 18, 19, AND 20 OF TRACT 3097 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 32, PAGE 12 OF MAPS, RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

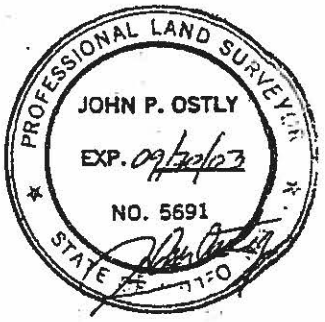
LOTS 18 AND 19 EXCEPT THE FOLLOWING DESCRIBED PORTIONS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 18 THEN ALONG THE SOUTH LINE OF SAID LOT, N 89° 31' 40" W 367.00 FEET; THEN N 0° 28' 50" W, PARALLEL WITH THE WEST LINE OF SAID TRACT, 41.50 FEET; THEN S 89° 31' 40" E 185.00 FEET; THEN N 0° 28' 50" W 58.50 FEET TO THE SOUTH LINE OF LOT 19; THEN CONTINUING N 0° 28' 50" W 14.50 FEET; THEN S 89° 31' 40" E, PARALLEL WITH THE SOUTH LINE OF LOT 19, 163.62 FEET TO THE WEST LINE OF GRISMER AVENUE, 60.00 FEET WIDE; THEN ALONG SAID WEST LINE IN A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1631.52 FEET, 116.29 FEET TO THE POINT OF BEGINNING.

LOT 20 EXCEPT THE FOLLOWING DESCRIBED PORTIONS:

THE WESTERLY 100 FEET;

BEGINNING AT THE NORTHEAST CORNER OF LOT 20, THEN S 14° 27' 30" E ALONG THE WESTERLY LINE OF GRISMER AVENUE, 60.00 FEET WIDE, 51.74 FEET; THEN N 89° 31' 40" W 162.50 FEET; THEN N 0° 28' 50" W, PARALLEL WITH THE WEST LINE OF SAID TRACT, 50.00 FEET TO THE NORTHERLY LINE OF LOT 20; THEN S 89° 31' 40" E ALONG SAID NORTHERLY LINE 150.00 FEET TO THE POINT OF BEGINNING.



REINOSO PROPERTY

PARCEL 1:

LOT(S) 6 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80 PAGE(S) 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT(S) 20 OF TRACT NO. 3097, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE(S) 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 20, DISTANT THEREON EAST 50 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 20; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 50 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT 20 TO A POINT IN THE NORTH LINE OF SAID LOT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 50 FEET TO A POINT; THENCE SOUTH IN A DIRECT LINE TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT(S) 20 OF TRACT NO. 3097, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE(S) 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 20; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 50 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT TO A POINT IN THE NORTH LINE OF SAID LOT 20; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 20; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 20 TO THE POINT OF BEGINNING. THE SOUTHWEST CORNER.

PARCEL 4:

LOT(S) 4 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80 PAGE(S) 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B (cont'd)

1819 GRISMER AVENUE

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 20 OF TRACT 3097, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 14° 27' 30" EAST, ALONG THE EASTERLY LINE, 51.74 FEET; THENCE NORTH 89° 31' 40" WEST 162.50 FEET; THENCE NORTH 0° 28' 50" WEST 50 FEET TO THE NORTH LINE OF SAID LOT 20; THENCE SOUTH 89° 31' 40" EAST ALONG SAID NORTHERLY LINE, 150 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the
City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of this _____ day of _____, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF BURBANK (the "Lessor"), a public body, corporate and politic, and BURBANK HOUSING CORPORATION (the "Seller"), a California nonprofit Corporation, who agree as follows:

1. Property. Lessor leases to Lessee and Lessee leases from Lessor the real property located in Los Angeles County, State of California, described in Exhibit A attached hereto and made a part hereof, and all improvements currently located thereon and to be constructed thereon, on the terms and conditions contained in that certain unrecorded lease agreement (the "Lease") by and between Lessor and Lessee dated as of _____.

2. Term. The term of the Lease is as set forth therein.

3. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation, and it in no way modifies or affects the provisions of the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed and attested by their property officers thereunto duly authorized, as of the date first written above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK

_____
Signature

_____
Name (please print)

_____
Title

ATTEST:
Office of the City Clerk

_____
Margarita Campos, City Clerk

LESSEE:

BURBANK HOUSING CORPORATION

_____
Signature

_____
Name (please print)

_____
Title

Approved as to Form and Legal Content:
Dennis A. Barlow, City Attorney

_____
Michael J. Garcia, Asst. City Attorney

AMENDED AND RESTATED MASTER LOAN AGREEMENT
(Phase 1)

THIS AMENDED AND RESTATED MASTER LOAN AGREEMENT (the "Agreement") is entered into this 14th day of January, 2025 (the "Effective Date", among the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority"), the **CITY OF BURBANK**, a municipal corporation and charter city, and **BURBANK HOUSING CORPORATION,** a California nonprofit public benefit corporation (the "Borrower" and/or "BHC"). This Agreement amends and restates in their entirety the Loan Agreements, Promissory Notes, and Deed of Trust, and other agreements related to the projects and properties listed in Recital I below. This Agreement is Phase 1 of a series of anticipated amendments to the Master Loan Agreement approved by the City and Agency on March 21, 2006 and signed by the parties on January 2, 2007, and as amended on November 20, 2008 (the "Master Loan Agreement"), and is intended to modify the loan; future phases may modify project related capital and reserve fund accounts and set forth a process to remove projects from the Master Loan Agreement for redevelopment.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank established a nonprofit corporation, the Burbank Housing Corporation, ("BHC") to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, et seq, ("HOME"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (hereafter "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Housing Authority of the City of Burbank ("Authority") accepted the Redevelopment Agency of the City of Burbank ("Agency") housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income tenants/owners. Based on the successful

Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered the Master Loan Agreement which modified agreements and combined all properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project, The Master Loan Agreement combined Agency (now Authority) funds ("Authority Loan") and City HOME and CDBG funds ("City Loan"). The Master Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The Authority Loan and City Loan together are referred to as the "Loan".

G. The required affordability under the HOME program is 15 years for rehabilitation projects and 20 years for new construction projects; there is no required affordability period under the CDBG program. The City promissory note before this modification required compliance with the HOME or CDBG regulations for the term of the note, which exceeded the minimum HOME and CDBG requirements. BHC and the City desire to reduce the maturity date for each portion of the City Loan to reflect the original maturity date for each portion of the Loan (which matched or exceeded the HOME and/or CDBG requirements, as applicable), while increasing the term of the affordability requirements on projects assisted by the City Loan . The result of this modification will eliminate ties with the federal government for the HOME and CDBG funds sooner, while extending the term of the affordability restrictions on the projects assisted with HOME and/or CDBG funds. Each portion of the City Loan is or will immediately be forgivable as of the initial term of each loan except for loans associated with certain properties identified in this Agreement. However, BHC and the City also desire to extend the affordability period for each project assisted by the City Loan despite any partial or full forgiveness of the City Loan as further provided in this Agreement.

H. Now the parties desire to further modify, restate, and replace in its entirety the Master Loan Agreement by entering into this Amended and Restated Master Loan Agreement to modify and restate the terms of the Loan to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan as set forth in more detail on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2) except for the loans related to specified properties as noted in Section 1.1 and on Exhibit A-2; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the loans related to specified properties as noted in Section 1.1 and on Exhibit A-1; 3) define "affordability covenant period" to be 55 years and three months for the Loan commencing January1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not

limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

I. The projects and properties subject to this Amended and Restated Master Loan Agreement are the following, as well as any future projects which specifically incorporate the Amended and Restated Master Loan Agreement in any City/Authority loan documents regarding those future projects:

1. On October 26, 1999, BHC entered into an affordable housing agreement with the City and Agency to assist in the rehabilitation of 2331-2333 North Fairview Street, then improved as a single-family home and a three-unit apartment building. The City provided an interest free loan of HOME funds and the Agency provided a loan (hereafter referred to as "Project No. 1").

2. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and manage a then duplex and two-unit apartment building located at 3000-3006 Thornton Avenue (hereafter referred to as "Project No.2"), with financial assistance by the Agency and City HOME funds.

3. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and manage real property located at 199 West Elmwood Avenue which was then improved with a six-unit apartment building. The transaction also consolidated the prior purchase agreement obligations entered into on November 30, 1999 (the Elmwood model), concerning the acquisition of 153, 158-159,164-165, 170-171, 188, 194 Elmwood. BHC provided a consolidated Promissory Note to the Agency, in exchange for Agency funds. This Elmwood project is collectively referred to as "Project No.3".

4. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and management of 1721 Elliot Drive, then improved with an eight-unit apartment building. Under the terms of the affordable housing agreement, the City agreed to loan BHC funds, a portion from CDBG, and a portion from HOME funds. The Agency also lent BHC funds for this project. The Elliot project is hereafter referred to as "Project No. 4".

5. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue, which was then improved with a single family dwelling. The Agency provided a loan to BHC. The 3030 Thornton Avenue project is hereafter referred to as "Project No. 5".

6. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement whereby BHC agreed to rehabilitate and then lease the property at 1801-1815 Grismer Avenue, 1819 Grismer Avenue and 1729-1735 Elliott Drive. As part of the DDA, the Agency provided BHC a loan for the rehabilitation of existing structures and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects. The aforementioned project is hereafter referred to as "Project No. 6".

7. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven units at 2325 and 2335 Fairview Street. The City provided a loan to BHC from HOME funds (hereafter "Project No. 7").

8. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement whereby Agency provided a loan to fund the acquisition, rehabilitation and management of the property located at 2321 North Fairview Street and 2321-2323 North Catalina Street and related relocation costs for displaced households. An activity center serves the neighborhood. This Project involves multiple unrelated properties. Though this amendment, this Project is being divided into two separate projects: 1) 2321- 2323 N. Catalina ("Project No. 8A") and 2) 2321 N. Fairview Street ("Project No. 8B"). The loan amounts and promissory notes are also being divided as follows: 1) 65%; to Project No. 8A; and 2) 35% to Project No. 8B.

9. On May 4, 2004, the Agency and BHC restructured and consolidated affordable housing agreements in the Lake-Verdugo Focus Neighborhood, as to 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. The City (HOME and CDBG) and the Agency had provided funding under the initial agreements. The restructured debt included additional Agency funds lent to BHC to pay off certain private financing. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

10. On July 19, 2005, BHC entered into an affordable housing agreement with the Agency whereby the Agency lent BHC funds to assist in the acquisition of the property located at 1902 Keeler Street. The Keeler project is hereafter referred to as "Project No. 10." As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted.

11. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC for the property located at 313 and 427 West Valencia Avenue ("Project No. 11").

12. On April 4, 2006 , the City (HOME funds) and Agency lent BHC funds for the purchase and rehabilitation ten rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue ("Project No. 12").

13. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide for eight affordable rental units using City HOME funds and Agency funds ("Project No. 13").

14. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six rental units at 2219 and 2329 North Niagara Street. Agency funds were lent to allow for BHC to purchase and rehabilitate the property ("Project No. 14").

15. On November 25, 2008, and amended on Oct. 9, 2009, BHC recorded a regulatory agreement, whereby BHC agreed to acquire and rehabilitate four (4) rental units to low and very low income households. Agency funds and City HOME funds were lent to BHC for this property located at 2406 North Naomi Street ("Project No. 15").

16. On January 15, 2009, BHC recorded a regulatory agreement agreeing to maintain 34 affordable units at 275 W. Verdugo. Agency funds were lent to BHC for this Property ("Project No. 16").

17. On October 13, 2009, BHC recorded a regulatory agreement agreeing to maintain four affordable units at 2615 Thorton Avenue, Agency and City (HOME) lent BHC funds to acquire and rehab the property ("Project No. 17").

18. On August 27, 2010, BHC recorded a regulatory agreement agreeing to maintain four affordable units at 225 W. Linden Avenue. Agency and City (HOME) lent BHC funds for this property ("Project Property No. 18").

19. On December 17, 2010, BHC recorded a regulatory agreement agreeing to maintain seven affordable units at 2234 N. Catalina Street. Agency and City (HOME) lent BHC funds for this property ("Project No. 19").

20. On May 25, 2011, BHC recorded a regulatory agreement agreeing to maintain 20 affordable units at 2223-2235 N. Catalina Street. Agency and City lent BHC funds for this property ("Project No. 20").

21. On November 1, 2012, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 2300 Niagara Street . City lent HOME funds for this property ("Project No 21").

22. On August 22, 2013, BHC recorded a regulatory agreement agreeing to maintain eleven affordable units at 1101 W, Verdugo Avenue and 1108 W. Angeleno Avenue. City (along with multiple other funding sources, MHP and federal fund) lent BHC HOME funds for this property ("Project No. 22").

23. On July 11, 2017, Authority, City and BHC entered into an Affordable Housing Agreement whereby BHC agreed to rehabilitate 10 rental units at 153, 159 and 199 Elmwood Avenue. City HOME funds were lent to allow for BHC to rehabilitate 10 units in the existing three buildings on the properties ("Project No. 23").

24. On March 6, 2018, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 1932 N. Ontario. Authority and City (HOME) lent BHC funds for this property ("Project No. 24").

25. On November 15, 2018, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 2300 N. Fairview. City (HOME) and Authority lent BHC funds for this property ("Project No. 25").

J. It is intended by the parties to amend and/or restate the applicable Affordable Housing Agreements, Promissory Notes, Deed of Trust, Regulatory Agreements, and Ground Leases, as necessary, as to the changes set forth herein, for all projects mentioned in Recital I above, to be made consistent with this Amended and Restated Master Loan Agreement ("Related Agreements").

NOW, THEREFORE, Authority, City and **BHC** (or the Borrower) hereby agree as follows:

1. Loans for individual properties. The Promissory Notes in favor of the Authority or Agency, and those in favor of the City, applicable to the Project Nos. 1-9 and 11- 25 shall be amended and restated to conform to this Agreement, with Exhibit A-1 as the form promissory note for Authority Loan and Exhibit A-2 as the form promissory note for City (HOME and CDBG) Loan ("Notes"). Exhibits A-1 and A-2 are incorporated herein by reference. However, it is not intended to amend any portion of the Promissory Notes relating to the Development Fee. Provisions relating to the Development Fee shall begin with Project No. 15 only, and then apply to all future projects that specifically provide for it. Notwithstanding the foregoing, this Agreement amends and restates each separate loan agreement, where such existed, or other applicable document, and related Agreement, such as Affordable Housing Agreements and to the extent that this Agreement is inconsistent with any prior agreement affecting the aforementioned Projects, this Agreement shall prevail. The Notes and Deed of Trust continue to provide that a default on any one Note can result in a default on all of the projects subject to the Agreement now and from time to time any future project in which the Authority/City documents state that that project shall conform to this Agreement , which can result in the Authority or City exercising foreclosure rights on all of the projects. Accounting shall be maintained for each individual project in compliance with this Agreement.

1.1 Repayment of Amended Loan; Interest The Borrower's obligation to repay the Amended and Restated Master Loan shall be set forth in the Authority Note and City Note. The payments on the Authority Note shall be due annually commencing April 1, 2026 for the period of January 1, 2025 - December 31, 2025. No payment shall be due for the period from December 31, 2024 to April 1, 2025. The term of the Authority Loan and Authority Note shall be for fifty-five (55) years and three (3) months commencing January 1, 2025. As long as there is no breach of the affordability terms during the Affordability Period, payments on the Authority Loan and Authority Note shall be forgiven after every 12 months on April 1 of each year for the immediately preceding calendar year by the amount $1/55^{th}$ of the initial balance (as to the total balance and for the amount of such loan for each project which received Authority Loan funds as shown on Schedule 1 to the Authority Amended and Restated Promissory Note (attached hereto as Exhibit A-1); and completely, for the Authority Note, upon the expiration of the Affordability Period (April 1, 2080); provided however, that the portions of the Authority Loan and Authority Note attributable to Project No. 1, Project No. 7, and Project No. 8B (2331-2333 North Fairview, 2325-2335 North Fairview, and 2321 North Fairview properties (the "Fairview Properties")) shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, April 1, 2080, shall not bear interest, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. The term for each portion of the City Loan and City Note is as set forth in on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2). As long as there is no breach of the affordability terms during the Affordability Period,

no payments shall be due on the City Loan or City Note, and each portion of the City Loan is hereby forgiven or will be forgiven as of the initial term of the original note evidencing the applicable portion of the City Loan as set forth on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2); provided however, that the portions of the City Loan and City Note attributable to the Fairview Properties shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, shall not bear interest, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. Upon a breach of the affordability terms during the Affordability Period, then any remaining principal balance of the Notes shall be due immediately. Borrower shall no longer make an annual payment or any Loan payment unless payments are accelerated in accordance with the Notes. No interest shall be incurred or owed on the Loan or under the Notes or any other document evidencing the Loan effective as of December 31, 2024, and all Note balances shall be reset as of that date. This modified repayment schedule eliminates any payment from residual receipts, and references to residual receipts in any documents involving the projects subject to this Agreement are hereby deleted.

If the Fairview Properties have not been released from the terms of this Agreement and Deed of Trust by the date five (5) years after the Effective Date, or earlier if requested by BHC, the terms of the Loan associated with those properties will revert to the terms for the other properties covered by this Agreement for the Authority Loan and City Loan respectively. In that case, the notes for the Fairview Properties will be modified to reflect those terms.

1.2 Definitions. As used in this Master Loan Agreement the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a nonprofit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and consistent to the mission statement and goals of Borrower in accordance with Articles of Incorporation and By-laws.

"Developer Fee" shall mean a compensation to Borrower as a developer fee as set forth in the Affordable Housing Agreements, for the time and risk involved to develop the specific project. The Developer Fee can only be used to further Borrower's mission and goals, and for no other purposes. The Developer Fee shall be kept in a separate account by Borrower which shall be capped at $600,000. During the Annual Budget process, Borrower shall provide a proposed budget as to the anticipated expenditure of these funds. Developer Fees further shall be paid as specified in the individual project Affordable Housing Agreement, or set forth in this Agreement.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer

charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account in accordance with a capital reserve study, which shall be updated from time to time to the extent payable from cash flow from the Projects; and (b) payments to an operating reserve which shall be equal to six months of then operating expenses. The exact amounts to be deposited annually into the capital replacement reserve account has been initially determined by the Authority's Assistant Executive Director in accordance with the Borrower submitted capital reserve study in a form reasonably acceptable to the Authority's Assistant Executive Director. The capital reserve study shall be updated periodically at the request of the Authority's Assistant Executive Director, and in which case, the amount of capital replacement reserve account shall reflect the updated capital reserve study. Two accounts shall be maintained at all times, each account though can be combined with other Projects' reserve accounts for capital replacement and other Projects' operating reserve accounts. The operating reserve account shall be built up and maintained at an amount equal to six months then operating expenses. It is intended that this operating reserve account shall be capped at the then six month operating expense amount. The capital replacement reserve account and the operating reserve account may then be used on any of the Projects as necessary.

1.3 Annual Budget Process Required. Not later than. November 1 of each year, Borrower shall begin conferring with Authority's Assistant Executive Director and shall present a proposed budget for the following calendar year. During this budget process, the parties shall meet, and the Authority's Assistant Executive Director shall determine at that time, reserve amounts, the anticipated use of the Developer Fee, as well as the reasonableness of the other estimated expenses and income. With respect to consideration of Approved General Administrative Costs, the Authority's Assistant Executive Director shall determine that the planning and administrative expenses are necessary for the production, improvement, or preservation of low-and moderate-income housing. Before December 31, the Authority's Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs. No later than April 1, Borrower shall obtain annual audited financial statements with respect to Borrower's operations that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. One statement can be provided for all Projects as long as each Project is clearly delineated, or separate statements can be provided for each Project. Further, the Authority may audit Borrower at any time, by providing reasonable notice. The audit shall be at Authority's expense.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust securing the Notes (other than transfers specifically approved by the City and/or Authority); or

b. in the event of a default by the Borrower under this Agreement, the Affordable Housing Agreements related to any of the Projects as amended, any Regulatory Agreement recorded against any property subject to the Deed of Trust securing the Notes, the Deed of Trust securing the Notes, or the Notes, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

1.4 Security for Agency and City Loan. The Notes for Project Nos. 1-9 and 11-25 have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Agency in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any one of the specific Notes. Once recorded, the Instrument Number of the Amended and Restated Deed of Trust shall be noted here: 20250809610.

1.5 Amendments to Affordable Housing Agreements. As part of this Agreement, the Affordable Housing Agreement for each Project subject to the Loan, if any, shall be modified as provided in this Agreement.

1.6 Affordability Period set forth in Regulatory Agreements. As part of this Agreement, the Regulatory Agreement for each property subject to the Loan shall be modified to provide for a set term of 55 years and three months for the Affordability Period, commencing with January1, 2025, and expiring April 1, 2080. The form of the Third Amendment to Regulatory Agreement shall be in the form set forth as Exhibit C-1 for all Projects other than Project No. 8A and Project No. 8B, the Third Amendment to Regulatory Agreement for Project No. 8A shall be in the form set forth as Exhibit C-2, and the Third Amendment to Regulatory Agreement for Project No. 8B shall be shall be in the form set forth as Exhibit C-3, attached hereto and incorporated herein by this reference.

1.7 Subordination. The Deed of Trust shall not be subordinate to any other deeds of trust, unless expressly approved by the Authority and/or City, which approval or denial may be made in its sole and absolute discretion. In the event this provision is in conflict with any other provision in a Related Agreement, this provision shall prevail. Approval by Authority is required as to subordination related to Authority Note; similarly, approval by City is required as to subordination related to City Note.

1.8 Assignment. The Promissory Notes shall not be assigned by Borrower without the prior written consent of the Authority and/or City.

1.9 Amendments to Articles and By-laws; City Representatives on Board. As further consideration for the Authority Loan and the City Loan, BHC agrees to maintain its Articles of Incorporation and By-laws to reflect that its mission is expanded to provide community services in the City of Burbank and general administrative activities associated with the development, improvement, and preservation of low- and moderate-income housing in the City of Burbank, including but not limited to activity centers and child care, and that its powers and purpose be limited to the geographic boundaries of the City of Burbank. The amended provisions required by this section shall not be changed without Authority and City prior approval. The required provisions shall be reflected in the Articles and By-laws. Whether or not the provisions are incorporated into the articles and by-laws, any violation of this section will further be deemed to be a default of the Amended and Restated Master Loan Agreement, causing acceleration of the Loan herein. Two representatives from the City or Authority shall be on the BHC Board of Directors as appointed by the City or Authority. The two members shall have full Board membership rights including but not limited to voting rights.

1.10 Modification of Ground Leases to Conform to New Term of Affordability Covenants, and Deletion of Residual Receipts Payments. In 2006, BHC and the Agency entered into several fifty-five (55) year leases with a promissory note and payments including interest and residual receipts as repayment. The financial terms of the leases at 1) 427 West Valencia and 313 West Valencia, and 2) 1729-1735 Elliot Dr., 1801-1818 and 1819 Grismer; are modified to eliminate interest past and future, to eliminate any payment from residual receipts, to forgive payments when not in default, and to extend the terms of the leases for 55 years to correspond to the new Affordability Period. The forms of the modifications of the leases are attached as Exhibits D-1 and D-2.

2. Minimum Requirements.

2.1 Operation of Development in Compliance with Affordable Housing Agreements. To the extent not already completed, the Borrower shall rehabilitate (where applicable), operate and maintain each Project in compliance with the requirements of each respective Regulatory Agreement, as amended.

2.2 Maintenance. The Borrower shall maintain each Project in good condition, free of debris, waste and graffiti, in a clean and presentable manner, and in compliance with the Regulatory Agreement associated with each Project, this Agreement and all applicable provisions of the Burbank Municipal Code and other laws Each Project shall be maintained in accordance with this Section 2.2 until the termination of the Affordability Period specified in this Agreement. If a Project is not so maintained, and such condition is not corrected within a reasonable period after written notice thereof from the Authority, then the Authority may perform the necessary maintenance, and Borrower shall pay such costs as are reasonably incurred for such maintenance.

2.3 Indemnity and Insurance. Borrower shall furnish the City and Authority with proper evidence of the insurance which is required pursuant to the Regulatory Agreements and this Agreement. At a minimum the following standards shall apply: The Borrower shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars

($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Borrower shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Borrower or its contractors, subcontractors, agents or employees with respect to the Property. Borrower shall also require all property managers to maintain comparable insurance, and to also maintain fidelity (employee dishonesty) insurance in a commercially reasonable amount. All policies shall protect the Borrower, City and Authority from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Authority. Such policy or policies shall be written on an occurrence form. The Borrower shall also furnish or cause to be furnished to the Authority Assistant Executive Director evidence satisfactory to the City Attorney that Borrower and any contractor with whom it has contracted for the performance of work on any Project or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Borrower shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Authority setting forth the general provisions of the insurance coverage each year. This countersigned certificate shall name the City and the Authority and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Authority of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Borrower shall be primary insurance and not be contributing with any insurance maintained by the Authority or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Authority. The required certificate shall be updated annually, and the City and Authority reserve the right to increase these amounts no more than once every five years in a commercially reasonable amount determined by the City's Risk Manager. Borrower shall also take out and maintain until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

In the event Borrower is unable to obtain any of the insurance coverages required herein, the Authority or City may find BHC in default of this Agreement; provided, however, the Borrower may request the Authority's Executive Director to pay for the insurance or to waive said insurance coverage requirements and place the Property and Rehabilitation on the Authority's insurance policy(ies). The Authority's Executive Director may approve or deny Borrower's waiver request in its sole and absolute discretion. Concurrently with Borrower's waiver request, the Borrower shall provide written correspondence from at least three (3) insurance underwriters evidencing Borrower's inability to obtain insurance coverage, regardless of cost. Any cost to the Authority caused by a purchase of insurance or a waiver of insurance coverage, including increased premium, may be added to the amount of the collective Notes under this Amended and Restated Master Loan Agreement, and shall be repaid pursuant to the terms thereof, or Authority may pursue a separate action (such as acceleration of the Notes, nonjudicial foreclosure, or litigation) for repayment of the insurance policy cost, Such action is not limited to the real property.

In addition to the foregoing, the Borrower shall defend, indemnify, assume all responsibility for, and hold the former Agency, the Authority and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorney's fees and costs), which may be caused by any acts or omissions of the Borrower under this Agreement, whether such activities or performance thereof be by the Borrower or by anyone directly or indirectly employed or contracted with by the Borrower and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Borrower shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the City, the Agency, the Authority or their respective agents or employees.

2.4 [Intentionally reserved.]

2.5 Compliance With Laws. The Borrower shall develop, maintain and operate the Property in conformity with all applicable laws, including all applicable state labor standards, the zoning and development standards of the City of Burbank, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, all applicable environmental laws, all state and federal fair housing laws, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.,* Government Code Section 4450, *et seq.,* Government Code Section 11135, *et seq.,* and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. HUD regulations as required for HOME funds shall be complied with whenever HOME funds have been used in a Project.

2.6 Nondiscrimination. Borrower for itself and its successors and assigns, agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, rental, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, leases, sublessees, subtenants, contractors or vendees in the Property. Borrower shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations, as amended.

2.7 Condition of the Property.

a. Borrower Precautions. Borrower shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which may be located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Borrower shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

b. Environmental Indemnity. Borrower shall indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Property, use

on the Property, generation on the Property, discharge from the Property, storage on the Property, disposal on or from the Property, or transportation to or from the Property, of any Hazardous Materials during the term of this Agreement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment; provided, however, under no circumstances shall these indemnity obligations of Borrower include any obligation for payment of punitive damages assessed against former Agency, Authority or City or their officers, employees, agents or representatives.

c. Definitions. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, Los Angeles County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

2.8 Liens and Stop Notices. Borrower shall use its best efforts to prevent any lien or stop notice from being placed on the Property or any part thereof, except as to those liens which are approved encumbrances under this Agreement or the Regulatory Agreement. If a claim of a lien or stop notice is given or recorded affecting the Property, the Borrower shall within thirty (30) days of such recording or service:

a. pay and discharge the same; or

b. effect the release thereof by recording and delivering to Authority a surety bond in sufficient form and amount, or otherwise; or

c. provide Authority and City, if applicable, with indemnification from a title insurance company reasonably acceptable to the Authority against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Authority from the effect of such lien or bonded stop notice.

2.9 Taxes and Assessments. Borrower shall pay prior to delinquency all ad valorem real estate taxes and assessments on the properties subject to this Agreement, subject to Borrower's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes.

3. Borrower's Representations and Warranties. Borrower represents and warrants to Agency as follows:

3.1 Legal Authority. Borrower has full right, power and lawful authority to undertake all obligations as provided herein, and the execution, performance and delivery of this Agreement by Borrower has been fully authorized by all requisite actions on the part of the Borrower. The parties who have executed this Agreement on behalf of Borrower are authorized to bind Borrower by their signatures hereto.

3.2 Litigation. To the best of Borrower's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Borrower or any parties affiliated with Borrower, at law or in equity before any court or governmental agency, domestic or foreign, which if adversely determined, would materially impair the right or ability of Borrower to execute or perform its obligations under this Agreement or any documents required hereby to be executed by Borrower, or which would materially adversely affect the financial condition of Borrower or any parties affiliated with Borrower.

3.3 No Conflict. To the best of Borrower's knowledge, Borrower's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Borrower or any parties affiliated with Borrower is a party or by which it is bound.

3.4 No Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings have been filed or are pending or threatened against the Borrower or any parties affiliated with Borrower, nor are any of such proceedings contemplated by Borrower or any parties affiliated with Borrower.

3.5 [Intentionally deleted.]

4. Remedies for Default. A failure by any party to perform any action or covenant required by this Agreement, the Affordable Housing Agreements, the Regulatory Agreements, the Promissory Notes, the Deed of Trust, or any loan or deed of trust for the acquisition, rehabilitation, or operation of the Projects subject to this Agreement, which is senior to the Agency Loan, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other

party shall not be in Default if such party cures such default within sixty (60) days of the claimed Default is a failure to pay amounts due pursuant to the Promissory Notes, or one hundred twenty (120) days from receipt of such notice for all other claimed Defaults hereunder, unless a longer cure period is provided in the Regulatory Agreements, Promissory Notes, Deed of Trust or other applicable Related Agreement. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within one hundred twenty (120) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Borrower is in default on any loan or deed of trust senior to the Loan, the Borrower shall immediately deliver to the Authority a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the Authority shall have the right (but not be obligated to) cure such default. In such event, the Authority shall be entitled to reimbursement from the Borrower of all costs and expenses actually incurred by the Authority in curing such default. The Authority shall be entitled to add such amount to the amounts owing pursuant to the Promissory Notes, and secured by the Deed of Trust, or in the alternative, Authority may pursue a separate action (such as acceleration of the Notes or specific Note in issue, nonjudicial foreclosure, or litigation) for repayment of the cost, not limited to the real property.

4.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Authority may also cause all indebtedness of the Borrower under this Agreement and the Promissory Note to become immediately due and payable, and may institute an action for judicial or nonjudicial foreclosure pursuant to the Deed of Trust. Legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county, or in the United States District Court for the Central District of California.

4.2 Acceptance of Service of Process. In the event that any legal action is commenced by the Borrower against Authority, service of process on Authority shall be made by personal service upon the Secretary or Executive Director of Authority or in such other manner as may be provided by law. . In the event that any legal action is commenced by the Borrower against City, service of process on Authority shall be made by personal service upon the City Clerk or City Manager or in such other manner as may be provided by law. In the event that any legal action is commenced by Authority and/or City against the Borrower, service of process shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by another party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default

or of any such rights or remedies, or deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

4.6 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

5. General Provisions.

5.1 Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other parties under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

To Authority: Housing Authority of the City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: Executive Director

To Borrower: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attn: Executive Director

To City: City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: City Manager

With copy to : Attn: City Attorney

Any written notice, demand or communication shall be deemed received immediately upon personal delivery or three (3) days after deposit in the United States mail; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be effective on the third day from the date of the attempted delivery or deposit in the United States mail.

5.2 Non-Liability of Officials and Employees of Authority and City. No member, official, officer or employee of Authority or the City shall be personally liable to the

Borrower, or any successor in interest, in the event of any Default or breach by Authority(or the City) or for any amount which may become due to the Borrower or its successors, or on any obligations under the terms of this Agreement.

5.3 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

5.4 Integration. This Agreement (including Exhibits A-1, A-2, B, C-1, C-2, and C-3, D-1, and D-2, together with the Related Agreements, contain the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. In the event there is any inconsistencies among the documents this Amended and Restated Master Loan Agreement shall prevail; then the Amended and Restated Promissory Notes; then the Amended Regulatory Agreements; and lastly, the Amended and Restated Deed of Trust.

5.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

5.6 Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

5.7 Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.8 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

5.9 Time of Essence. Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.

5.10 Cooperation. Each party shall cooperate with the other in this transaction and, in that regard, sign any and all documents which may be reasonably necessary, helpful, or

appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

5.11 Definitions. Any terms used in this Agreement but not separately defined herein shall have the meaning given to such terms in the Regulatory Agreements.

5.12 Exhibits. City Manager and Authority Executive Director shall prepare, are authorized to sign for the City and Authority, respectively, and shall record, as applicable, Amended and Restated Promissory Notes, Amendment and Restated Deed of Trust, amendments to Regulatory Agreement and amendments to Lease(s), substantially in the form attached as exhibits to this Agreement.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Authority, City and the Borrower have executed this Agreement as of the Effective Date.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Justin Hess, Executive Director

Attest:

Kimberly Clark
_____, ~~CMC~~, Secretary Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Justin Hess, City Manager

Attest:

Kimberly Clark
_____, ~~CMC~~, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By: _____

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: Chris T. Welker
Name: Chris T. Welker
Its: President

EXHIBIT A-1

Promissory Note Form for Authority Loan

AMENDED AND RESTATED PROMISSORY NOTE (AUTHORITY)

$43,822,258.70

January 14, 2025
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation ("Borrower"), promises to pay to the **HOUSING AUTHORITY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Authority"), at the Authority's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Authority/City may designate in writing, the principal sum calculated as of the Effective Date of Forty-Three Million Eight Hundred Twenty-Two Thousand Two Hundred Fifty-Eight and Seventy Hundredths Dollars ($43,822,258.70) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Note") is given in accordance with that certain **Amended and Restated Master Loan Agreement** executed by the Authority, the City of Burbank and the Borrower, dated as of January 14, 2025 (the "Agreement") which is incorporated herein by this reference. The Agreement further incorporates this Note, the Deed of Trust, and Regulatory Agreements affecting twenty-four (25) projects from time to time, which now have the same terms, having been modified by the Agreement. The Note Amount collectively combines all amounts owed to the Authority for all of the projects, with Schedule 1 to this Note specifying the amounts due to the Authority for each project. The rights and obligations of the Borrower and the Authority under this Note shall be governed by the Agreement (including its exhibits) and by the additional terms set forth in this Note. In the event of any conflict, the Agreement prevails, then this Note, then the Regulatory Agreements, and then the Deed of Trust. This Note, Regulatory Agreements, Deed of Trust, and Affordable Housing Agreements are collectively referred as the Related Agreements to the Amended and Restated Master Loan Agreement.

2. **Interest and Term.** As of December 31, 2024, no interest shall accrue on the Note Amount. The term of the Note shall be fifty-five years, commencing on January 1, 2024 and ending on January 1, 2080.

3. **Repayment of Note Amount.** Payments are due annually, commencing with April 1, 2026, for the annual payment from January 1, 2025-December 31, 2025; however, each twelve month payment shall be forgiven by 1/55th of the initial balance (for the total amount and the amount associated with each project) and completely upon expiration of the Affordability Period (April 1, 2080), as long as Borrower does not breach of the affordability terms during the Affordability Period; provided however, that the portions of the Authority Loan and Authority Note attributable to Project No. 1, Project No. 7, and Project No. 8B (2331-2333 North Fairview, 2325-2335 North Fairview and 2321 North Fairview properties) (the "Fairview Projects")

shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, April 1, 2080, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. No payments shall be due between December 31, 2024 and April 1, 2025.

The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. On April 1, 2080, this obligation shall be paid in full, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, the Note Amount will be forgiven in its entirety except that the portions of the Authority Loan and this Note attributable to the Fairview Properties shall not be forgiven and instead will be due and payable on December 31, 2080. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreements, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Authority to declare them due subsequently.

4. Security. The Notes for Project Nos. 1-9 and 11-25 (as defined in the Agreement) have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Authority in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any

one of the specific Notes. Once recorded the Instrument Number of the Amended and Restated Deed of Trust shall be noted here:_____.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Authority's sole discretion and that the Authority may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Authority with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note if suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments; Modifications.; Assignments. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Authority. In the event Authority at some time in the future, and from time-to -time, agrees in its sole and absolute discretion, to release Borrower as to a specific property subject to the Agreement, then this Note, the Deed of Trust and respective Regulatory Agreement can be released, reconveyed and/or modified to so reflect. In the event of any release, the affordability restrictions may be renegotiated.

9. Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement or a dissolution context, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the other party, which consent may be given or withheld in the other party's sole discretion.

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Amended and Restated Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____
Title: _____

Schedule 1 to Authority Amended and Restated Promissory Note

Burbank Housing Agency and Authority Notes

Original Note Date	Amended By Master Loan Agreement	No.	Original Note Amount	Property	Agency	Authority (LMIHAF)	Terms	Fully Forgiven Date	Units	Focus Group
04/25/01	01/14/25	Project no. 2	$366,000.00	3000 3006 Thornton Ave	$411,020.91		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC2
07/10/01	01/14/25	Project no. 3	$2,837,974.00	199 West Linwood	$2,818,734.69		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	67	BHC1
07/10/01	01/14/25	Project no. 3	$399,566.00	199 West Linwood	$399,565.84		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	67	BHC1
07/16/02	01/14/25	Project no. 4	$332,765.00	1721 Elliott Drive	$332,764.82		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	7	BHC4
05/27/03	01/14/25	Project no. 5	$59,918.38	3030 Thornton Ave	$59,918.38		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC2
05/27/03	01/14/25	Project no. 5	$232,800.00	3030 Thornton Ave	$231,629.99		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC2
09/23/03	01/14/25	Project no. 6	$3,441,000.00	1801 1819 Grismer Ave/1729 1735 Elliott	$3,441,000.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	72 plus office and AC	BHC4
09/23/03	01/14/25	Project no. 6	$2,888,942.00	1801 1819 Grismer & 1729 1735 Elliott	$2,888,942.57		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	72 plus office and AC	BHC4
06/15/04	01/14/25	Project no. 8a	$3,143,000.00	2321 2323 N Catalina	$2,186,497.20		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	14	BHC2
05/04/04	01/14/25	Project no. 9	$1,479,944.00	Verdugo Lake Consolidation Loan	$1,479,944.43		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	13	BHC5
01/31/06	01/14/25	Project no. 11	$135,595.00	313 W. Valencia	$135,595.32		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
01/31/06	01/14/25	Project no. 11	$88,698.00	427 W. Valencia	$88,697.69		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC6
04/06/06	01/14/25	Project no. 12	$1,232,217.00	157 W. Linden	$1,078,635.68		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	9	BHC3
01/23/07	01/14/25	Project no. 13	$863,714.00	261 W. Verdugo Avenue	$863,714.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	8	BHC5
01/23/07	01/14/25	Project no. 14	$1,836,929.00	2219/2379 Niagara	$1,836,929.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	6	BHC2
09/01/09	01/14/25	Project no. 15	$936,100.00	2406 N. Naomi	$936,100.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
04/01/09	01/14/25	Project no. 16	$9,786,500.00	275 W. Verdugo Ave.	$9,786,500.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	34	BHC5
10/07/09	01/14/25	Project no. 17	$1,007,200.00	2615 Thornton Ave	$1,007,200.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
08/20/10	01/14/25	Project no. 18	$1,769,792.00	225 W. Linden	$1,125,852.53		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
12/09/10	01/14/25	Project no. 19	$973,800.00	2234 Catalina	$839,383.65		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	7	BHC2
05/12/11	01/14/25	Project no. 20	$9,298,200.00	2223 2227 Catalina	$9,298,200.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	20	BHC2
03/28/18	01/14/25	Project no. 24	$547,622.00	1932 Ontario Street		$547,622.00	Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	3	BHC6
10/30/18	01/14/25	Project no. 25	$913,770.00	2300 North Fairview Street		$913,770.00	Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	3	BHC6
				Total Principal to be Forgiven after 55 Years from Amended & Restated MLA date	**$40,696,826.70**	**$1,461,392.00**				
10/26/99	01/14/25	Project no. 1	$111,890.00	2331 2333 North Fairview****	$111,890.04		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		3	BHC2
11/18/03	01/14/25	Project no. 7	$377,165.00	2325 2335 Fairview ****	$377,165.76		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		7	BHC2
06/15/04	01/14/25	Project no. 8b	$3,143,000.00	2321 North Fairview ****	$1,174,984.20		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		14	BHC2
				Total No Forgiveness, No Interest, Deferred Loans	**$42,360,866.70**	**$1,461,392.00**				
				Total Agency and Authority Principal balance	**$43,822,258.70**					

**** Amended and Restated Authority Promissory Note includes the total of principal amount to be forgiven in the future of Agency principal of $43,268,576.70 and Authority principal $1,461,392 , plus total principal amount for Projects No. 1 ($111,890.04), No. 7 ($377,165.76), and No. 8b ($1,174,984.20) which are deferred until 4/1/2080 for a total principal amount of $46,394,008.70.

EXHIBIT A-2

Sample Promissory Note for City Loan

PROMISSORY NOTE
(CITY)

$7,047,124.73

January 14, 2025
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum as of the Effective Date of Seven Million Forty Seven Thousand One Hundred Twenty-Four and Seventy-Three Hundredths Dollars (7,047,124.73) (the "Note Amount") in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Note") is given in accordance with that certain **Amended and Restated Master Loan Agreement** executed by the Housing Authority of the City of Burbank, the City and the Borrower, dated as of January 14, 2025 (the "Agreement") which is incorporated herein by this reference. The Agreement further incorporates this Note, the Deed of Trust, and Regulatory Agreements affecting twenty-four (24) projects from time to time, which now have the same terms, having been modified by the Agreement. The Note Amount collectively combines all amounts owed to the City for all of the projects with Schedule 1 to this Note specifying the amounts due to the City for each project by funding source. The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement (including its exhibits) and by the additional terms set forth in this Note. In the event of any conflict, the Agreement prevails, then this Note, then the Regulatory Agreements, and then the Deed of Trust . This Note, Regulatory Agreements, Deed of Trust, and Affordable Housing Agreements are collectively referred as the Related Agreements to the Amended and Restated Master Loan Agreement.

2. **Interest and Term.** No interest shall accrue on the Note Amount, past or future. The term of the Note shall remain as set forth in the attached Schedule 1 and shall not be extended herein, except for Projects 1 and 7 which shall have a term of fifty-five years, commencing on January 1, 2024 and ending on January 1, 2080.

3. Repayment of Note Amount. Payments are due annually, commencing with April 1, 2026 for the annual payment from January 1, 2025-December 31, 2025. No payments shall be due between December 31, 2024 and April 1, 2025. As long as there is no breach of the affordability terms during the Affordability Period, no payments shall be due on the City Loan or City Note, and each portion of the City Loan is hereby forgiven or will be forgiven as of the initial term of the original note evidencing that portion of the City Loan and this Note as set forth on Schedule 1 attached to this Note; provided however, that the portions of the City Loan and this Note attributable to Project No. 1 and Project No. 7 (2331-2333 North Fairview and 2325-2335 North Fairview properties) shall not be forgiven and instead will be due and payable on December 31, 2080.

The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. to the extent not previously forgiven. On April 1, 2080, this obligation shall be paid in full, provided if Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, the Note Amount will be forgiven in its entirety, except for the portions of the City Loan and this Note attributable to Project No. 1 and Project No. 7 (2331-2333 North Fairview and 2325-2335 North Fairview properties) shall not be forgiven and instead will be due and payable on December 31, 2080. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreements, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. The Notes for Projects 1-9 and 11-25 (as defined in the Agreement) have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and

cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Authority in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any one of the specific Notes. Once recorded the Instrument Number of the Amended and Restated Deed of Trust shall be noted here:_____.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement. .

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City. In the event City at some time in the future, and from time-to -time, agrees in its sole and absolute discretion, to release Borrower as to a specific property subject to the Agreement, then this Note, the Deed of Trust and respective Regulatory Agreement can be released, reconveyed and/or modified to so reflect. In the event of any release, the affordability restrictions may be renegotiated.

9. Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement or a dissolution context, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the other party, which consent may be given or withheld in the other party's sole discretion.

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Amended and Restated Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Schedule 1 to City Amended and Restated Promissory Note

Burbank Housing Corporation Home and CDBG Notes

Original Note Date	Amended & Restated By Master Loan Agreement	Project No.	Original Note Amount	Property	HOME - Principal Amount Totals	CDBG - Principal Amount Totals	Terms	Forgivable (Y/N)	Original Forgivable date after 15 years	Units	Focus Group
04/25/01	01/14/25	Project no. 2	150,000.00	3000 3006 Thornton Ave	$150,000.00		Forgiven as of the initial term date.	Y	4/25/2016 *	4	BHC2
07/16/02	01/14/25	Project no. 4	279,059.00	1721 Elliott Drive	$279,059.05		Forgiven as of the initial term date.	Y	7/16/2017 *	7	BHC4
7/16/2002	01/14/25	Project no. 4	341,072.00	1721 Elliott Drive - CDBG		$341,072.16	Forgiven as of the initial term date.	Y	7/16/2017 *	7	BHC4
05/04/04	01/14/25	Project no. 9	328,091.00	237 W. Verdugo	$328,090.94		Forgiven as of the initial term date.	Y	5/4/2019 *	10	BHC5
05/04/04	01/14/25	Project no. 9	335,478.00	241 243 W. Verdugo	$335,478.68		Forgiven as of the initial term date.	Y	5/4/2019 *	4	BHC5
05/04/04	01/14/25	Project no. 9	341,861.00	257 W. Verdugo	$341,681.37		Forgiven as of the initial term date.	Y	5/4/2019 *	9	BHC5
5/4/2004	01/14/25	Project no. 9	568,812.00	220 W. Tujunga - CDBG		$568,812.30	Forgiven as of the initial term date.	Y	5/4/2019 *	7	BHC5
04/06/06	01/14/25	Project no. 12	1,442,415.00	157/159 W. Linden, 160 W. Elm	$1,442,415.00		Forgiven as of the initial term date.	Y	4/6/2021 *	9	BHC3
1/23/2007	01/14/25	Project no. 13	848,653.00	261 W. Verdugo Avenue	$848,653.00		Forgiven as of the initial term date.	Y	1/23/2022 *	8	BHC5
9/1/2009	01/14/25	Project no. 15	510,000.00	2406 N. Naomi	$510,000.00		Forgiven as of the initial term date.	Y	9/1/2024 *	4	BHC6
				Total Principal Forgiven to date based on original term date	**$4,235,378.24**	**$909,884.46**					
9/23/2010	01/14/25	Project no. 17	530,500.00	2615 Thornton Ave	$530,500.00		0%	Y	9/23/2025	4	BHC6
8/20/2010	01/14/25	Project no. 18	526,608.00	225 W. Linden	$526,608.00		0%	Y	8/20/2025	4	BHC6
12/9/2010	01/14/25	Project no. 19	1,010,500.00	2234 Catalina	$1,010,500.00		0%	Y	12/2/2025	7	BHC2
10/26/2012	01/14/25	Project no. 21	427,738.00	2300 Niagara	$427,738.00		0%	Y	10/26/2027	3	BHC2
8/20/2013	01/14/25	Project no. 22	1,299,874.00	1108 Angelino/1101 Verdugo	$1,299,874.00		0%	Y	8/20/2028	11	BHC8
8/20/2013	01/14/25	Project no 22	153,020.00	1108 Angelino/1101 Verdugo	$153,020.00		0%	Y	8/20/2028	11	BHC8
7/13/2015	01/14/25	Project no. 22	306,379.00	1108 Angelino/1101 Verdugo	$306,279.00		0%	Y	7/15/2030	11	BHC8
7/11/2017	01/14/25	Project no 23	442,500.00	153/ 159 & 199 Elmwood Revitalization	$442,500.00		0%	Y	7/11/2032	10	BHC1
3/28/2018	01/14/25	Project no 24	590,019.00	1932 Ontario Street	$590,019.00		0%	Y	3/28/2033	3	BHC6
10/30/2018	01/14/25	Project no. 25	542,702.00	2300 North Fairview Street	$542,702.00		0%	Y	10/30/2033	3	BHC6
				Total Principal Amounts to be Forgiven based on original term date	**$5,831,740.00**	**$0.00**					
10/26/99	01/14/25	Project no. 1	$135,385.00	2331 2333 North Fairview	$135,384.73		No forgiveness; no interest, payments deferred until maturity date 4/1/2080	N	**	3	BHC2
11/18/03	01/14/25	Project no. 7	1,080,000.00	2325 2335 Fairview	$1,080,000.00		No forgiveness; no interest, payments deferred until maturity date 4/1/2080	N	***	7	BHC2
				Total No Forgiveness, No Interest, Deferred Loans	**$1,215,384.73**	**$0.00**					
				Total Principal Balance	**$11,282,502.97**	**$909,884.46**					
				Total Original HOME and CDBG Principal balance	**$12,192,387.43**						

* These principal amounts were forgiven under the amended and restated MLA Home notes ($4,235,378.24) and CDBG notes ($909,884.16) for a total of **$5,145,262.40**

** Initial maturity date was 10/26/2014

EXHIBIT B

Form of Amended and Restated Deed of Trust

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: City Clerk)

This document is exempt from the payment of a recording , fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED DEED OF TRUST

THIS AMENDED AND RESTATED DEED OF TRUST is made ____ day of _____, 2025 by **BURBANK HOUSING CORPORATION**, a California nonprofit public benefit corporation (the "Trustor or Grantor") whose address is 1819 Grismer Avenue, Burbank, CA 91510 to Chicago Title Co., a California Corporation, (and in such capacity herein called "Trustee"), for the benefit of the **CITY OF BURBANK**, a California municipal corporation (the "City"), and the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority") (and in such capacity herein collectively called the "Beneficiary").

RECITALS

A. Trustor previously signed and recorded that certain Deed of Trust with Assignment of Rents (Short Form) dated October 23, 2006 for the benefit of the Beneficiary and recorded on October 25, 2006 in the Official Records of Los Angeles County as Document No. 06-2369323 (the "Deed of Trust") to secure indebtedness under a Loan Agreement ("MLA") approved in 2006, but executed on January 2, 2007.

B. Trustor and Beneficiary have amended and restated the MLA, and desire to amend the Deed of Trust to reflect such modification and to reflect the new amount of the indebtedness.

WITNESSETH: that Trustor grants to Trustee in Trust, with the Power of Sale, that property in the County of Los Angeles, State of California, described as

See attached Exhibit A, incorporated herein.

Together with the rents, issues and profits thereof, subject however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of all indebtedness owed to Beneficiary in the principal amount of $50,869,383.43 according to the terms of the Amended and Restated Master Loan Agreement

(MLA) and the two promissory notes dated as of January 14, 2025 made by Trustor payable to the order of Beneficiary (the "2025 Amended and Restated Promissory Notes"), and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference into the 2025 Amended and Restated Promissory Notes or as contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced promissory notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly remakes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964 in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of each county, namely

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as if fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to it.

This Amended and Restated Deed of Trust is intended to replace and supersede Instrument No 06-2369323.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____
Its: _____
Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION-TO BE INSERTED

LEGAL DECRIPTIONS -EXHIBIT A

Property #1 **2331-2333 North Fairview, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2464-005-073

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 **3000-3006 Thornton Avenue, Burbank,CA**
(recorded in Instrument No. 06-2369323)
APN 2464-005-036

LOT 194 AND A PORTION OF LOT 195, OF TRACT NO. 9443, IN THE CITY OF BURBANK,COUNTY Of LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 ,PAGE 5 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDEROF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194 AND THE EASTERLY 44.00 FEET OF LOT 195 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED SEPTEMBER 5, 2003 AS INSTRUMENT NO. 03-2591270, OFFICIAL RECORDS.

Property #3 **West Elmwood Avenue (199 W. Elmwood Ave., together with 153,158-159,164-165, 170-171, 188, 194 W. Elmwood, Burbank, CA)**
(recorded in Instrument No. 06-23269323)
APNs 2451-001-021; 2451-001-052; 2451-001-053; 2451-001-054; 2451-001-055; 2451-001-056; 2451-001-057; 2451-001-058

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF

40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97 ° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1 IN TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #4 **1721 Elliot Drive, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2468-013-022

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 **3030 Thornton Avenue, Burbank, CA**
(recorded in Instrument No. 2369323)
APN 2464-005-037

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY

OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 **1819 Grismer,**
(Formerly known as 1801-1815 Grismer, Burbank, CA
1819 Grismer Burbank, CA
and 1729-1735 Elliot, Burbank, CA)
(recorded in Instrument No. 20120419278)
APN 2468-013907

Weisswasser Property

Those portions of Lots 18, 19, and 20 of Tract 3097 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 32, Page 12 of Maps, records of said county and more particularly described as follows:

Lots 18 and 19 except the following described portions:

Beginning at the southeast corner of Lot 18 then along the south line of said Lot, N 89° 31' 40" W 367.00 feet; then N 0° 28' 60" W, parallel with the west line of said tract, 41.50 feet; then S 89° 31' 40" E 185.00 feet; than N 0° 28' 50" W 68.50 feet to the south line of Lot 19; then continuing N 0° 28' 50" W 14.50 feet; then S 89° 31' 40" E, parallel with the south line of Lot 19, 163.82 feet to the west line of Grismer Avenue, 60.00 feet wide; then along said west line in a curve concave to the west, having a radius of 1631.52 feet, 116.29 feet to the Point of Beginning.

Lot 20 except the following described portions:

The westerly 100 feet;

Beginning at the northeast corner of Lot 20, then S 14° 27' 30" E along the westerly line of Grismer Avenue, 60.00 feet wide, 51.74 feet; then N 89° 31' 40" W 162.50 feet; then N 0° 28' 50" W, parallel with the west line of said Tract, 50.00 feet to the northerly line of Lot 20; then S 89° 31' 40" E along said northerly line 150 .00 feet to the Point of Beginning.

Reinoso Property

Parcel 1:

Lot(s) 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 Page(s) 21, of Maps, in the office of the County Recorder of said County.

Parcel 2:

That portion of Lot(s) 20 of Tract No, 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point In the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot a distance of 50 feet to a point; thence north and parallel with the west line of said Lot 20 to a point in the north line of said Lot: thence West along the north line of said Lot; a distance of 50 feet to a point thence South in a direct line to the Point of Beginning.

Parcel 3:

That portion of Lot(s) 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said lot to a point in the north line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20 to the Point of Beginning, the southwest corner.

Parcel 4:

Lot(s) 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 page(s) 21, of Maps, in the office of the County Recorder of said County.

Exhibit A

All that certain real property situated in the City of Burbank, County of Los Angeles, State of California, and is described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County.

Beginning at the northeast corner of said Lot 20; thence South 14° 27' 30" East, along the easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 00° 28' 50" West 50 feet to the north line of said Lot 20; thence South 89° 31' 40" East along said northerly line, 150 feet to the Point of Beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the northerly line of the southerly 33.93 feet of said Lot 19; thence easterly along said northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58. 70 feet, more or less to the Point of Beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the northerly line of said Lot 20, distant along said northerly line North 89° 31' 40" West 150 feet from the

northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet, thence South 0° 28' 20" West 116.07 feet to the northerly line of the southerly 33.93 feet of said Lot 19; thence along said last mentioned northerly line South 89° 31' 40" East 192.27 feet, more or less, to a point in the westerly line of Grismer Avenue, 60 feet wide, being a curve concave westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence southerly along said curve an arc distance of 11.57 feet; thence along the northerly line of the southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the easterly line of the westerly 106.75 feet of said Lot 19; thence along said easterly line North 0° 28' 50' West 77.38 feet to the southerly line of said Lot 20; thence along said southerly line North 89° 31' 40" West 6.75 feet to the easterly line of the westerly 100 feet of said Lot 20; thence along said last mentioned easterly line North 0° 28' 50" West 100 feet, to the northerly line of said Lot 20; thence along said last mentioned northerly line South 89° 31' 40" East 175 feet to the Point of Beginning.

Parcel 4:

The westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, together with the northerly 11.31 feet of the southerly 22.62 feet of that portion of said Lot 19 lying easterly of the easterly line of said westerly 106.75 feet of Lot 19.

Parcel 5:

The easterly 230.92 feet of the westerly 337.67 feet of Lot 18 and the southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, lying easterly of the easterly line of the westerly 106.75 feet of said lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot 20 to a point in the north line of said Lot; thence West along the north line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the Point of Beginning.

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot, to a point in the North line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20, to the Point of Beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

Property #7 **2325 and 2335 Fairview Street, Burbank, CA**
(recorded in Instrument No. 04-0057445)
APN 2464-005-031; 2464-005-033

The property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8A **2321-2323 N. Catalina, Burbank, CA**
(recorded in Instrument No. 06-2369323 as part of Property #8)
APN 2464-008-030

That real property located 2321-2323 North Catalina Street in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8B **2321 N. Fairview St., Burbank, CA**
(recorded in Instrument No. 06-2369323 as part of Property #8).
APN 2464-005-030

The real property located 2321 North Fairview, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #9 **220 W. Tujunga Avenue, Burbank, CA; 237, 241-243 and 257 W. Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2451-018-022

APN 2451-018-009; 2451-018-082; 2451-019-001

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

241-243 West Verdugo Avenue

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 **1902 Keeler Street Burbank, CA.**
Intentionally Deleted. This property was removed and released from the MLA in 2009, after Council approved the Keeler Elliott Homeownership project, and refinanced this note.

Property #11 **313 and 427 W. Valencia Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2451-032-902; 2451-031-901

313 West Valencia Avenue

LOT 14 OF TRACT NO. 8153, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 115, PAGE(S) 77 AND 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

427 West Valencia Avenue

LOT 10 OF TRACT NO. 5370, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 121 PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

Property #12 **157 West Linden Avenue, Burbank, CA and 160 West Elm Court &159 West Linden Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN 5625-002-017; 5625-002-018

157 West Linden Avenue

THAT PORTION OF LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48° 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80° 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60° 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8° 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25° 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT HOWEVER THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OF SAID LAND THEREFORE.

160 West Elm Court &159 West Linden Avenue

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

Property #13 **261 West Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 2007-0194388)
APN 2451-019-003

The real property in the City of Burbank, County of Los Angeles, State of California, described as

Lot 3 of Tract No. 5695 as per Map recorded in Book 61, Page 92 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #14 **2219 and 2329 North Niagara St., Burbank, CA**
(recorded in Instrument No. 20220114597 and 20070194389)
APN 2464-006-007; 2464-005-008

2219 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 130 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

2329 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 146 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #15 & 17 **2406 North Naomi Street, Burbank, CA; 2615 Thornton Avenue, Burbank, CA**
(legal recorded in Grant Deed Instrument#20091549683)
APN 2466-015-070

2406 North Naomi

LOT 72 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREROF.

2615 Thornton Avenue

LOT 73 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Excepting Therefrom that portion of said Lot 73 described as follows;

Beginning at a point on the Westerly line of said Lot 73 distant North 0° 08° West 14.95 feet to the Southwesterly corner of said Lot 73; thence along the Southerly line of said Lot 73 South 89° 42° East 14.95 feet to a point of cusp; thence Westerly and Northerly along a curve concave Northeasterly having a radius of 15.00 feet, a distance of 23.51 feet to a point of beginning, as described in a deed to the City of Burbank, recorded July 29, 1976 as Instrument No. 76-4275 of Official Records.

Property #16 **275 W. Verdugo, Burbank, CA**
(recorded in Instrument No. 2009-0050394)
APN 2451-019-053

PARCEL 1:

THAT PORTION OF LOT THREE (3) IN BLOCK EIGHTY-SEVEN (87) OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 15 ET

SEQ., AND IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VERDUGO AVENUE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF CRESCENT STREET, AS SHOWN ON THE MAP OF THE FAXON TRACT, RECORDED IN BOOK 14, PAGE 40 OF MAPS; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 218 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 218 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHEASTERLY 30 FEET THEREOF INCLUDED IN VERDUGO AVENUE.

PARCEL 2:

LOT 4 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE SOUTHEASTERLY ONE HALF OF THAT PORTION OF THE 15 FOOT ALLEY SHOWN ON THE MAP OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 4 OF SAID TRACT, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED JULY 17, 1984 AS INSTRUMENT NO. 84-352644, OFFICIAL RECORDS.

EXCEPT FROM PARCELS 1, 2 AND 3 (TO THE EXTENT NOW OR HEREAFTER VALIDITY EXCEPTED AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD) ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAT 500 FEET BELOW THE SURFACE TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND

OCCUPY ALL PARTS OF SAID SITE LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID SITE OR ANY PORTION OF SAID SITE WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD.

Property #18 **225 W. Linden Avenue, Burbank, CA**
(recorded in Grant Deed Instrument No.20101203467)
APN 5625-013-013

The real property in the City of BURBANK, County of Los Angeles, State of California, described as:

THE SOUTHWEST 50 FEET OF LOT 15 OF TRACT NO. 8190, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 87 PAGES 79 THROUGH 81 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #19 **2234 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No. 20101872778)
APN 2464-007-024

LOT 79 OF TRACT NO. 9443 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #20 **2223 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No.20110729681)
(Formerly known as 2223-2235 N. Catalina Street)

APN# 2464-007-061

Lots 87, 88, 89 and 90 of Tract No. 9443, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of said County.

Property #21 **2300 Niagara St, Burbank, CA**
(recorded in Grant Deed Instrument No. 20121665457)
APN 2464-008-047

Lot 118 of Tract No. 9443 as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #22 **1108 W. Angeleno Avenue , Burbank, CA and 1101 W. Verdugo Avenue, Burbank, CA**
(legal recorded in Instrument No. 20131233234)

1108 W. Angeleno Avenue: APN 2446-029-026

Lot 27 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

1101 W. Verdugo Avenue: APN 2446-029-027

Lot 43 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

Property #23 (no new legal- part of Property #3)

Property #24 **1932 N. Ontario, Burbank, CA**
(recorded in Grant Deed by Instrument No. 20180335891)
APN 2463-011-012

Lot 12 of Tract No. 15399, in the City of Burbank, County of Los Angeles, State of California, as per map recorded In Book 410, Pages 35 and 36 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Easterly 20 feet, measured at right angles from the Easterly line thereof.

Property# 25 **2300 N. Fairview, Burbank, CA**
(legal recorded in Instrument No. 20181152020)
APN 2464-005-024

LOT 162 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT C-1

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 - 2025 Master Loan Amendment)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a charter city and municipal corporation ("City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Properties

listed in Attachment No. 1 with prior recorded instrument numbers and/or legal descriptions (collectively "Subject Properties")

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at the Subject Properties. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Subject Properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Subject Properties.

G. The parties further modified restated, and replaced in its entirety, the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain of the Subject Properties as identified in the A&R MLA;

2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. The Subject Properties include Twenty Four (24) projects, which in turn oftentimes involved multiple parcels. Each individual parcel is subject to a regulatory agreement, separate for City or Authority, which restricts certain units to be affordable for a specific time period and is recorded in the official records of the Los Angeles County Recorder's Office (the "Original Regulatory Agreement"). The Original Regulatory was modified after adoption and amendment of the Loan Agreement in 2006-7 to reflect changes by the Loan Agreement as amended and in 2010 to reflect a modification requested by Developer (collectively "Regulatory Agreement"). Those legal descriptions or instrument numbers for the recorded documents of the Original Regulatory Agreement and the two amendments thereto are set forth in Attachment No 1.

I. The Regulatory Agreement is now further being amended by the Third Amendment in conjunction with the terms set forth in the A&R MLA, specifically the extension of affordability covenants to April 1, 2080.

J. As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted from this global amendment.

K. Intentionally excluded from this global amendment is the property referenced in the A&R MLA as Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement for Project No. 8 required, among other things, specific affordability requirements together with operation

of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment: This Third Amendment modifies each individual regulatory agreement for each property identified in Attachment No. 1 as Subject Properties as follows.

    a. Extension of Affordability Covenants. This Third Amendment extends the affordability covenant period as to Subject Properties for fifty-five years and three months commencing upon January 1, 2025 to April 1, 2080.

    b. Conforming to A&R MLA. This Third Amendment amends the Regulatory Agreement for each property identified in Attachment 1 to conform it to any conflicting term in the A&R MLA, and any term in a future amendment to A&R MLA.

2. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement remain the same and the Regulatory Agreement remains in full force and effect.

3. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement as amended by this Third Amendment, and that the Regulatory Agreement with this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

4. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

5. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Properties by Instrument No. 06-2369323, and as amended and restated by Instrument No. _____, recorded on _____, 2025.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. The Regulatory Agreement as amended by this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement as amended by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTIES" are:

TO BE INSERTED

EXHIBIT C-2

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement) (Catalina – Project No. 8A)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 -2025 Master Loan Amendment) (Catalina – Project No. 8A)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a charter city and municipal corporation (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Property:

2321-2323 Catalina St, Burbank, CA and more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City

of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at on twenty-four properties throughout the City (the "Projects"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) to define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) to eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) to eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan (with certain exceptions); 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7 continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321 North Fairview Street, is referenced in the A&R MLA as collectively Project No. 8. Through the A&R MLA, the Project No. 8 is divided into two separate projects - the project located at Subject Property-2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements. The regulatory agreement requires among other things, specific affordability requirements, together with operation of an activity center located on Subject Property to serve the neighborhood.

I. A Regulatory Agreement was recorded on the Subject Property as Instrument No. 04-1599871 on June 17, 2004, and amended by an Amended Regulatory Agreement Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment") and as further amended by a Regulatory Agreement Amendment Instrument No. 20101493655 on October 19, 2010 (the "Second Amendment").

J. The Regulatory Agreement, as amended by the First Amendment and the Second Amendment, is now further being amended (this Third Amendment) to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) to separate the Subject Property from the adjacent parcels 2321 North Fairview Street.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property. The Subject Property is improved with an eight unit apartment building 2323 Catalina Street and an activity center.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

   Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), four (4) of the rehabilitated housing units on the Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and three (3) of the rehabilitated Housing Units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

   "The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement , as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First

Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance Secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on January___, 2025, recorded as Instrument No._____ on _____, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment, shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
_____, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-008-030

EXHIBIT C-3

Form of Third Amendment to Regulatory Agreement
(Phase 1 – 2025 Master Loan Agreement)
(2321 N. Fairview – Project No. 8B)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 -2025 Master Loan Amendment) (2321 N. Fairview)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority"), the City of Burbank, a charter city and municipal corporation (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer" or BHC").

Subject Property

2321 N. Fairview, Burbank, CA and
more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law"), the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households on twenty-four properties throughout the City (the "**Projects**"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed of Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the

principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321-2323 N. Catalina Street, is referenced in the A&R MLA as collectively Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement required, among other things, specific affordability requirements together with operation of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at Subject Property-2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

I. A Regulatory Agreement was recorded on Subject Property as Instrument No. 04-1599871 on June 17, 2004, as amended by an Amended Regulatory Agreement recorded on Subject Property as Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment"). On September 23, 2010, the parties agreed to amend the Regulatory Agreement to allow BHC to have flexibility to lease affordable units below income level designations (the "Second Amendment"). The Second Amendment did not appear on a title report for Subject Property due to administrative recording error, and shall be recorded prior to the recording of this Third Amendment.

J. The Regulatory Agreement, as amended by the First and Second Amendments, is now further being amended by this Third Amendment to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) separate the Subject Property from the adjacent parcels 2321-2323 Catalina St.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property The Subject Property is improved with a two-story apartment building containing six units at 2321 North Fairview Street.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

   Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease two (2) of the rehabilitated housing units on the Subject Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and four (4) of the rehabilitated Housing Units on the Subject Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Low Income Units are all one-bedroom units, and that four Moderate Income Units are two-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

   "The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on January___, 2025, recorded as Instrument No._____ on _____, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
_____, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-005-030

EXHIBIT D-1

Form of the Amendment of Leases (313 West Valencia and 427 West Valencia)

AMENDMENT OF LEASES

313 West Valencia and 427 West Valencia
(Project No. 11)

This Amendment of Leases ("Amendment") is made as of January 14, 2025, by and between the Housing Authority of the City of Burbank ("Authority" or "Lessor"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Nonprofit" or "Lessee").

RECITALS

A. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated February 21, 2006, regarding the real property located at 313 West Valencia Avenue in Burbank, California ("313 Lease").

B. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated February 21, 2006, regarding the real property located at 427 West Valencia Avenue in Burbank, California ("427 Lease"; and together with the 313 Lease, "Leases" and each individually, "Lease").

C. The Authority's predecessor-in-interest had previously made loans to Lessee regarding the properties subject to the Leases ("Property").

D. On January 14, 2025, the Authority, the City of Burbank, and the Lessee entered into an Amended and Restated Master Loan Agreement ("A&R MLA"), which modified the loan terms. by forgiving accrued interest due and eliminating future interest on the Authority loans, eliminating any residual receipts payments, as well as agreeing to forgive 1/55th of the total loan balance each year that Lessee is in compliance with the regulatory agreements recorded on the Property. The modifications also extended the Term of the loan and the Affordability Period to April 1, 2080.

E. The parties desire to modify the Leases to conform with the financial modifications in the A&R MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings set forth in each Lease.

2. Section 3 of each Lease is hereby amended to extend the Term of each Lease to April 1, 2080.

3. Section 5.2 of each Lease is hereby amended to replace the first paragraph as follows:

> "5.2 Rent: During the Term of this Lease, Lessee agrees to pay in advance on the Commencement Date, and thereafter on April 1 of each year thereafter rent in the amount of One Dollar."

4. Section 6.2 of each Lease is hereby amended to replace the second sentence as follows: " For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but at least until April 1, 2080."

5. The first two paragraphs of subsection 10(i) of each Lease are hereby deleted.

6. Except as amended pursuant to this Amendment, all other terms of each Lease remain the same and each Lease remains in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Modification of Lease as of the date first set forth above.

"Lessor"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____, CMC, Secretary

"LESSEE"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

EXHIBIT D-2

Form of the Amendment of Leases (1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave. (Project No. 6)

AMENDMENT OF LEASE

1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave.
(Project No. 6)

This Amendment of Lease ("Amendment") is made as of January 14, 2025, by and between the Housing Authority of the City of Burbank ("Authority" or "Lessor"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Nonprofit" or "Lessee").

RECITALS

A. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated April 14, 2004, regarding the real property located at 1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave in Burbank, California ("Lease").

B. The Authority's predecessor-in-interest had previously made loans to Lessee regarding the properties subject to the Lease ("Property").

C. On January 14, 2025, the Authority, the City of Burbank, and the Lessee entered into an Amended and Restated Master Loan Agreement ("A&R Master Loan Agreement"), which modified the loan terms by forgiving accrued interest due and eliminating future interest on the Authority loans, eliminating any residual receipts payments, as well as agreeing to forgive 1/55th of the total loan balance each year that Lessee is in compliance with the regulatory agreement recorded on the Property. The modifications also extended the Term of the loan and the Affordability Period to April 1, 2080.

D. The parties desire to modify the Leases to conform with the financial modifications in the A&R MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings set forth in each Lease.

2. Section 3 of the Lease is hereby amended to extend the Term of the Lease to April 1, 2080.

3. Section 5.2 of the Lease is hereby amended to replace the first paragraph as follows:

"5.2 Rent: During the Term of this Lease, Lessee agrees to pay in advance on the Commencement Date, and thereafter on April 1 of each year thereafter rent in the amount of One Dollar."

4. Section 6.2 of the Lease is hereby amended to replace the second sentence as follows: " For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but at least until April 1, 2080."

5. The first two paragraphs of subsection 10(i) of the Lease are hereby deleted.

6. Except as amended pursuant to this Amendment, all other terms of each Lease remain the same and each Lease remains in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Modification of Lease as of the date first set forth above.

"Lessor"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____, CMC, Secretary

"LESSEE"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

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This page is part of your document - DO NOT DISCARD

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RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
06/07/06 AT 08:00am

TITLE(S) :

LEAD SHEET

FEE

D.T.T.

FREE Z

CODE
20

CODE
19

CODE
9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

V

0233585-68

LandAmerica Commercial Services

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

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This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of April 14, 2006, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Disposition and Development Agreement between the Agency and the Nonprofit, dated as of September 24, 2003 (the "DDA"), the Nonprofit has leased real property comprising of land and ten multifamily apartment buildings (the "Buildings") in the City of Burbank, located at 1801, 1807, 1811, 1813, 1815, and 1819 Grismer Avenue and 1729-1735 Elliott Drive (collectively, the "Property"). The Property is further described in the Legal Description which is attached hereto as Exhibit A, and depicted in the Map which is attached hereto as Exhibit B, which are both incorporated herein.

B. Pursuant to the DDA, the Nonprofit has agreed to rehabilitate the Property including the demolition of the buildings on 1807 and 1819 Grismer Avenue and construct an activity center on 1819 Grismer Avenue. The Nonprofit has further agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low and Lower Income Households.

C. The execution and recording of this Agreement is a requirement of the DDA.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Activity Center" is defined in Section 406 hereof.

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"Activity Center Expenses" is defined in Section 405 hereof.

"Affordable Housing Agreements Expenses" shall mean the reasonable and necessary operating expenses of the Nonprofit, attributable to the rental and operation of the Buildings, or with respect to the rental or operation of any real property owned by Nonprofit which is the subject of an affordable housing agreement between Nonprofit and either the Agency or the City. Affordable Housing Agreements Expenses shall include without limitation the cost of salaries, wages and other compensation of the employees of the Nonprofit, employee education, training and travel, rent, taxes, property, liability, automobile and directors' and officers' insurance, utilities, copying, postage and other communications costs, equipment, materials and supplies attributable to the operation of the Buildings or other Nonprofit properties subject to affordable housing agreements. As used herein, "affordable housing agreement" means any agreement between or among Nonprofit and City, Agency, and/or Housing Authority, in which Nonprofit agreed to long-term affordability covenants in accordance with either federal, state, or local affordable housing laws and/or regulations.

"Affordable Rent" shall have the meaning set forth in Health and Safety Code Section 50053 and in Section 402.5 hereof.

"Affordability Period" shall mean the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement, as set forth in Section 402.2 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Regulatory Agreement between the Agency and the Nonprofit.

"Buildings" means those multifamily apartment buildings located on the Property and remaining after the Rehabilitation pursuant to the DDA, unless the context includes the Buildings before Rehabilitation.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"CRL Lower Income Rent" shall have the meaning ascribed to it under Health and Safety Code Section 50053(b)(3), as it may amended. As of the Date of Agreement, CRL Lower Income Rent is defined as the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for that unit. For those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, CRL Lower Income Rent shall be defined as thirty percent of gross income of the household.

"CRL Very Low Income Rent" shall have the meaning ascribed to it under Health and Safety Code Section 50053(b)(2). As of the Date of Agreement, CRL Very Low Income Rent is defined as the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for that unit.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"DDA" means the Disposition and Development Agreement by and between the Agency and Nonprofit.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"High HOME Rent" is defined under 24 C.F.R. 92.252(a) as the lesser of (a) the fair market value for comparable housing in the area as determined by the United States Department of Housing and Urban Development ("HUD") under 24 CFR 888.11, less the monthly allowance for utilities and services to by paid by each tenant, or (b) thirty percent (30%) of sixty-five

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percent (65%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit.

"In-Service Date" shall mean the date that is sixty (60) days after the Nonprofit has received a final Release of Construction Covenants for the Rehabilitation in accordance with Section 310 of the DDA.

"Lease" means the lease of the Property from the Agency to the Nonprofit in the form of Attachment No. 3 to the DDA.

"Lease Commencement" means the commencement of the Lease, as set forth in Section 204.3 of the DDA.

"Legal Description" means the description of the Property which is attached hereto as Attachment No. 2 and incorporated herein.

"Low HOME Rent" is defined under 24 C.F.R. 92.252(b) as the lesser of (a) the rent for Very Low Income Households that does not exceed 30 percent of 50 percent of the area median income as determined by United States Department of Housing and Urban Development ("HUD"), with adjustments for smaller and larger families, or (b) High HOME Rent

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Map" means the map of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Operating Reserve" is defined in Section 405 hereof.

"Property" means that certain real property located at 1801-1815 Grismer Avenue, 1819 Grismer Avenue, and 1729-1735 Elliott Drive, Burbank, California. The Property is legally described in the Legal Description and depicted on the Map.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

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"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. CONDITION OF THE PROPERTY

201. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint and asbestos exposure.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its property manager to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material

change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Lease Commencement until the end of the Affordability Period a policy of property damage insurance (casualty), with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency or its agents or employees.

303. Rights of Access. Representatives of the Agency shall have the right to inspect the Property so long as Agency representatives comply with all safety rules. .

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code.

305. Financing of the Property and/or Rehabilitation. The Nonprofit shall not enter into any conveyance for financing except as authorized by the DDA.

400. COVENANTS AND RESTRICTIONS

401. Use in Accordance with Agreement. The Nonprofit covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof, that upon the Lease Commencement and during the Affordability Period, the Nonprofit shall devote the Property to the uses specified in the DDA, this Agreement, and Lease for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Nonprofit pursuant to this Agreement, shall conform to all applicable provisions of the City Municipal Code.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent fourteen (14) of the Housing Units to Very Low Income Households, and nineteen (19) of the Housing Units to Lower Income Households (the "Affordable Units") all at

an Affordable Rent. The Housing Units that are not Affordable Units shall be rented at market. Eight (8) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Five (5) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units.

402.2 Lease Requirements. Prior to rental of any of the Housing Units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency for Agency's approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency. The Agency shall approve such lease form upon finding that such lease form is consistent with this Lease and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Nonprofit shall enter into a lease, in the form approved by the Agency, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the In-Service Date. For purposes of this Section 402.3, "in perpetuity" means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, or Lower Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low or Lower Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low and Lower Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency as provided herein. The maximum monthly rental amount for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development.

a. For the fourteen Affordable Units that will be rented to Very Low Income Households, seven (7) of the Affordable Units shall be rented at the lesser of (a) High HOME Rent or (b) CRL Very Low Income Rent. The other seven (7) of the Affordable Units shall be rented at the lesser of (a) Low HOME Rent or (b) CRL Very Low Income Rent.

b. The nineteen (19) Affordable Units that will be rented to Lower Income Households shall be rented at CRL Lower Income Rent.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any

separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit.

c. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Burbank Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Occupancy of Housing Units in the buildings shall be limited to two persons per bedroom plus one additional person per Housing Unit. Thus, one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a

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prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The fees payable to the Property Manager shall not exceed five percent (5%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts and Other Project Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Three Hundred Dollars ($300) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). The annual contribution to the Capital Replacement Reserve shall increase in an amount equal to the Consumer Price Index for the Los Angeles-Riverside-Orange County survey area. The Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

The Nonprofit shall set aside, on a monthly basis, in a separate reserve account (the "Operating Reserve"), the sum of two percent (2%) of the Gross Income of the Property. In no event, however, shall the Nonprofit be required to increase the Operating Reserve to an amount which exceeds two percent (2%) of the gross income of the Property during the first full calendar year after the completion of the Rehabilitation of the Property. The Nonprofit shall retain such amount in the Operating Reserve to fund shortfalls between income and actual operating expenses.

The Nonprofit shall set aside, on a monthly basis, in a separate account, the sum of ten percent (10%) of Gross Income for the Affordable Housing Agreements Expenses ("BHC Projects

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Operations Account"). The Nonprofit shall, in addition, set aside twelve percent (12%) of Gross Income to be utilized exclusively for all costs associated with complying with Section 406 below ("Activity Center Expenses").

406. Peyton-Grismer Activity Center. Nonprofit shall operate within the Buildings an educational center (the "Activity Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Activity Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Executive Director, or his or her designee.

Participation in the Activity Center shall be limited to residents of the Buildings and residents of apartment complexes in the Peyton-Grismer focus neighborhood subject to an Affordable Housing Agreement with the Agency or the City, and, as space permits, residents in the Peyton-Grismer focus neighborhood. At all times, preference for participation in the Activity Center shall be given first to residents of the Buildings.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the

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Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming

under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement, the DDA, the Lease, or the Loan Agreement, the Agency within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency, service of process on the Agency shall be made by personal service upon the Agency's Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

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507. Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Executive Director

To Nonprofit: Burbank Housing Corporation
153 West Elmwood Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the

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other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Nonprofit. Accordingly, for the period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency. Notwithstanding the foregoing, the Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, (iv) the transferee's past experience and performance working with cities, redevelopment agencies, and/or housing authorities, (v) and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

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An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency. The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Nonprofit.

604. Agency Approvals and Actions. The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Executive Director (or his or her duly authorized representative). The Agency's Executive Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

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608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Regulatory Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

REDEVELOPMENT AGENCY ORGANIZED B R A MAY 12, 1970 CITY OF BURBANK, CALIFORNIA

APPROVED AS TO FORM:

_____
City Attorney/Agency General Counsel

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
President

By: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On April 14, 2004 (Date) before me, Suzann L. Castro, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))
personally appeared Mary J. Alvord (Name(s) of Signer(s))

☑ personally known to me
☐ ~~proved to me on the basis of satisfactory evidence~~

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Suzann L. Castro
Signature of Notary Public

SUZANN L. CASTRO
Commission # 1262547
Notary Public - California
Los Angeles County
My Comm. Expires May 1, 2004

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Regulatory Agreement
Document Date: April 14, 2004 Number of Pages: 21
Signer(s) Other Than Named Above: Allen J. Cottriel, Michael J. Garcia and Margarita Campos

Capacity(ies) Claimed by Signer

Signer's Name: Mary J. Alvord

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☑ Other: Executive Director for the City of Burbank

Signer Is Representing: Redevelopment Agency for the City of Burbank

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

On 04-16-04, before me, Gail Coffelt, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G Gittel,

☑ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GAIL COFFELT
Commission # 1264199
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2004

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

05-0177.06

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This page is part of your document - DO NOT DISCARD

20080233892 Pages: 012

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/08/08 AT 08:01AM

Fee: 0.00
Tax: 0.00
Other: 0.00
Total: 0.00

1620198 200802070290004 Mail

TITLE(S) :

LEAD SHEET

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

J

RECORDING REQUESTED BY:)
AND WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: Assistant Executive Director)

02/08/08

20080233892

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED REGULATORY AGREEMENT

THIS AMENDED REGULATORY AGREEMENT (the "Amendment") is entered into as of January 16, 2008, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Disposition and Development Agreement between the Agency and the Nonprofit, dated as of September 24, 2003 (the "DDA"), the Nonprofit has leased real property comprising of land and ten multifamily apartment buildings (the "Buildings") in the City of Burbank, located at 1801, 1807, 1811, 1813, 1815, and 1819 Grismer Avenue and 1729-1735 Elliott Drive (collectively, the "Property"). The Property is further described in the Legal Description which is attached hereto as Exhibit A, and depicted in the Map which is attached hereto as Exhibit B, which are both incorporated herein.

B. Pursuant to the DDA, the Nonprofit has agreed to rehabilitate the Property including the demolition of the buildings on 1807 and 1819 Grismer Avenue and construct an activity center on 1819 Grismer Avenue. The Nonprofit has further agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Moderate Income Households.

C. The execution and recording of the Regulatory Agreement is a requirement of the DDA ("Agreement"), and was recorded as Instrument No. 062369324 in the Los Angeles County Recorders Office.

D. On January 15, 2008, the parties amended the DDA to provide for additional Agency funds in the amount of up to Two Million Six Hundred Sixty Five Thousand Four Hundred and Eighty Four Dollars ($2,655,484) needed to complete the rehabilitation of the Property.

E. This Amended Regulatory Agreement, although unaffected by the amended DDA, is amended to reflect several minor modifications (the "Amendment").

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 100 is amended to add the following definitions:

"Amendment to DDA" shall mean the Amendment to the Disposition and Development Agreement which added up to $2,665,484 of additional Agency funds to the Project.

2. Section 402.1 is modified to reflect the correct distribution of affordable housing as follows:

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent fourteen (14) of the Housing Units to Very Low Income Households, nineteen (19) of the Housing Units to Lower Income Households, and thirty-seven (37) of the Housing Units to Moderate Income Households (the "Affordable Units") all at an Affordable Rent. Seven (7) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Six (6) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units. Eighteen (18) of the Affordable Units rented to Moderate Income Households shall be one-bedroom Housing Units. Nine (9) of the Affordable units rented to Moderate Income Households shall be two-bedroom Housing Units. Ten (10) of the Affordable Units rented to Moderate Income Households shall be three-bedroom Housing Units.

3. All other provisions of the Regulatory Agreement not amended by this Amendment shall remain valid and are ratified. In the event there are any inconsistencies between this Agreement and the Lease Agreement, this Amended Regulatory Agreement shall prevail.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Regulatory Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Mary J. Alvord, Executive Director

ATTEST:

_____
Margarita Campos, CMC, Agency Secretary

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APPROVED AS TO FORM
Dennis A. Barlow, City Attorney/Agency Counsel

By: _____
Joseph H. McDougall, Sr. Asst. City Attorney

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: CHAIR BD of Directors BHC

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

File No: 02335285

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LEGAL DESCRIPTION

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the Office of the County Recorder of said County.

Beginning at the Northeast corner of said Lot 20; thence South 14° 27' 30" East, along the Easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 0° 28' 50" West 50 feet to the North line of said Lot 20; thence South 89° 31' 40" East along said Northerly line, 150 feet to the point of beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the Southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the Northerly line of the Southerly 33.93 feet of said Lot 19; thence Easterly along said Northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said Westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence Northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58.70 feet, more or less, to the point of beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the county recorder of said county, described as follows:

Beginning at a point in the Northerly line of said Lot 20, distant along said Northerly line North 89° 31' 40" West 150 feet from the Northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet; thence South 0° 28' 20" West 116.07 feet to the Northerly line of the Southerly 33.93 feet of said Lot 19; thence along said last mentioned Northerly line South 89° 31' 40" East 192.27

EXHIBIT A

feet, more or less, to a point in the Westerly line of Grismer Avenue, 60 feet wide, being a curve concave Westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence Southerly along said curve an arc distance of 11.57 feet; thence along the Northerly line of the Southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the Easterly line of the Westerly 106.75 feet of said Lot 19; thence along said Easterly line North 0° 28' 50" West 77.38 feet to the Southerly line of said Lot 20; thence along said Southerly line North 89° 31' 40" West 6.75 feet to the Easterly line of the Westerly 100 feet of said Lot 20; thence along said last mentioned Easterly line North 0° 28' 50" West 100 feet, to the Northerly line of said Lot 20; thence along said last mentioned Northerly line South 89° 31' 40" East 175 feet to the point of beginning.

Parcel 4:

The Westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of maps, in the office of the county recorder of said county, together with the Northerly 11.31 feet of the Southerly 22.62 feet of that portion of said Lot 19 lying Easterly of the Easterly line of said Westerly 106.75 feet of Lot 19.

Parcel 5:

The Easterly 230.92 feet of the Westerly 337.67 feet of Lot 18 and the Southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of maps, in the office of the county recorder of said county, lying Easterly of the Easterly line of the Westerly 106.75 feet of said Lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the South line of said Lot 20, distant thereon East 50 feet from the Southwest corner of said Lot 20; thence East along the South line of said Lot, a distance of 50 feet to a point; thence North and parallel with the West line of said Lot 20 to a point in the North line of said Lot; thence West along the North line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the point of beginning.

File No: 02335285

8

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the South line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the West line of said Lot, to a point in the North line of said Lot 20; thence West to the Northwest corner of said Lot 20; thence South along the West line of said Lot 20, to the point of beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

9

EXHIBIT "B"

MAP DEPICTING THE PROPERTY

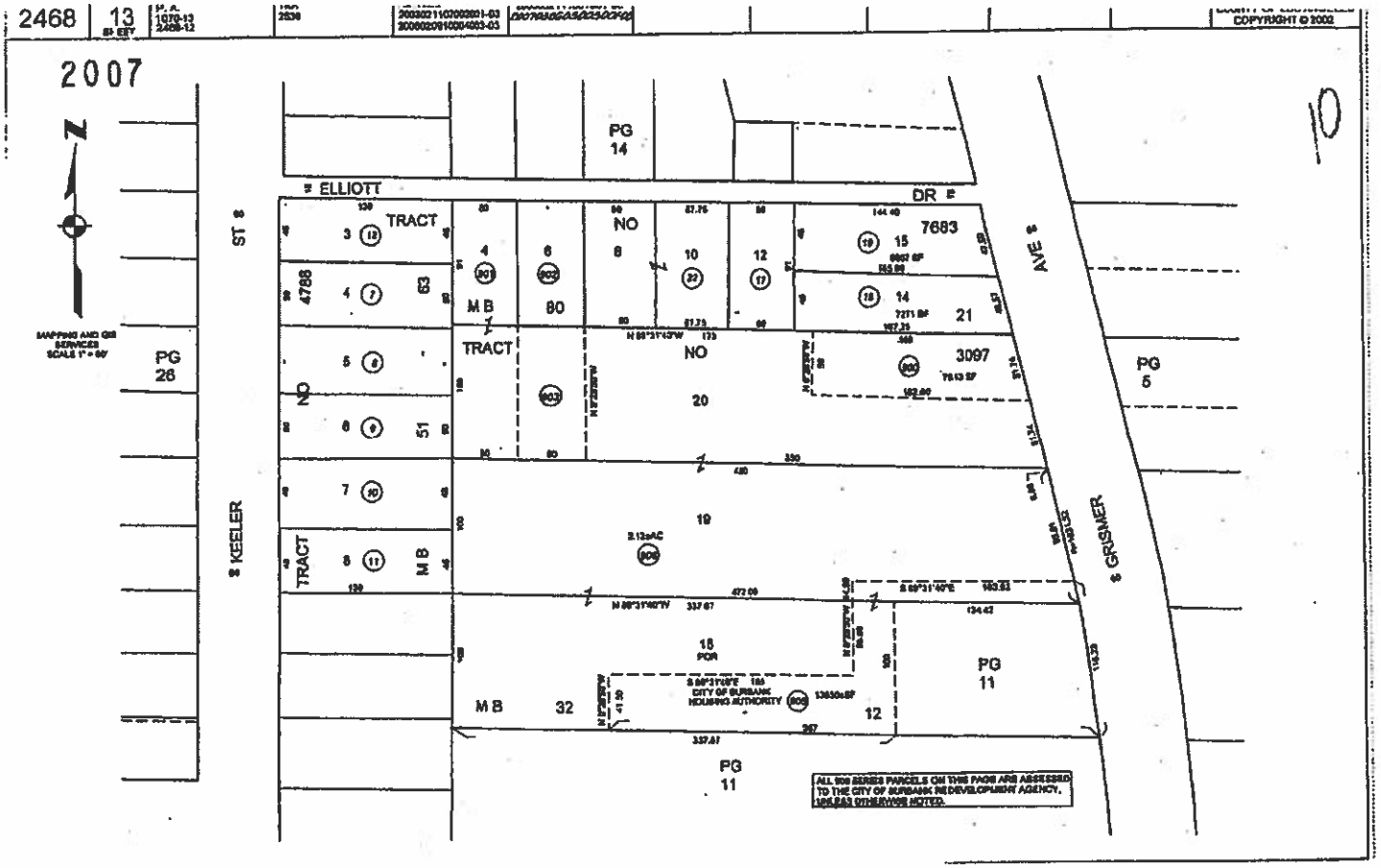

2468
13
2007
COPYRIGHT © 2002
PG 14
E ELLIOTT DR E
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NO 8
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NO 20
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PG 5
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PG 11
ALL 900 SERIES PARCELS ON THIS PAGE ARE ASSESSED TO THE CITY OF BURBANK REDEVELOPMENT AGENCY, UNLESS OTHERWISE NOTED.

EXHIBIT B

11

ACKNOWLEDGMENT

State of California }ss.
County of Los Angeles }

On Jan. 10, 2008, before me, Sheryl K. Friedman,
Notary Public, personally appeared Peter J. McGrath,
who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHERYL K. FRIEDMAN
Commission # 1684857
Notary Public - California
Los Angeles County
My Comm. Expires Aug 27, 2010

Sheryl K Friedman
Signature of Notary

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Amended Regulatory Agreement

Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name:

- o Individual
- o Corporate Officer—Title: _____
- o Partner-- o Limited o General
- o Attorney in Fact o Trustee
- o Guardian or Conservator
- o Other:

Signer is Representing: _____

17

ACKNOWLEDGMENT

State of California }ss.
County of Los Angeles }

On Jan. 16, 2008, before me, Sheryl K Friedman,
Notary Public, personally appeared Mary J. ALVORD,
who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHERYL K. FRIEDMAN
Commission # 1664857
Notary Public - California
Los Angeles County
My Comm. Expires Aug 27, 2010

Sheryl K Friedman
Signature of Notary

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Amended Regulatory Agreement

Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name:

- o Individual
- o Corporate Officer—Title: _____
- o Partner-- o Limited o General
- o Attorney in Fact o Trustee
- o Guardian or Conservator
- o Other:

Signer is Representing: _____

1208-5

RESOLUTION NO. 27,616

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING LOAN AGREEMENT AMENDMENT NO. 1, AN AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT, AND AN AMENDED REGULATORY AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK AND BURBANK HOUSING CORPORATION.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Agency is required by California Health and Safety Code Section 33334.2, et seq., to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the City has established a Low and Moderate Income Housing Fund (the "Housing Fund").

B. The City and Nonprofit entered into that certain Disposition and Development Agreement dated September 24, 2003 (the "DDA") concerning ten (10) multifamily apartment buildings (the "Buildings") in the City of Burbank, located at 1801-1815 Grismer Avenue, 1729-1735 Elliott Drive, and 1819 Grismer Avenue (collectively referred to hereafter as the "Property"). The Property is further described in the Legal Description attached hereto as Exhibit A and depicted in the Map attached hereto as Exhibit B, which are both attached hereto and incorporated herein.

C. The purpose of the DDA was to complete acquisition of the unacquired portions of the Property, to lease the Property to the Nonprofit, for the Nonprofit to agree to rehabilitate and operate the Property, construct an Activity Center on the Property and other site improvements, and lease approximately 47% of the apartment units in the Buildings (after rehabilitation) to Very Low and Lower Income Households at an Affordable Rent.

D. City loaned Nonprofit $3,441,000 though the DDA and a related loan agreement to accomplish rehabilitation of the Property, however, Nonprofit has determined that an additional $2,665,484 is now required to complete the scope of rehabilitation set forth in the DDA.

E. The City and Nonprofit have negotiated an Amendment to the Disposition and Development Agreement ("Amended DDA"), Loan Agreement Amendment No. 1, and an Amended Regulatory Agreement (collectively the "Agreements") through which

c: J. Mack-RA; S. Georgino-CDD

the additional funding will be conveyed and the remaining rehabilitation will be administered.

F. The lease of the Property by the City to the Nonprofit, and the Nonprofit's rehabilitation and operation of the Improvements, including the construction of the Activity Center pursuant to the terms of this Amendment are in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Based upon substantial evidence provided in the record before it, the consideration for the Agency's lease of the Site pursuant to the terms and conditions of the Agreements is not less than the fair reuse value of the Site, in accordance with covenants and conditions governing the sale, and the development costs required under the Agreements.

2. The Council hereby finds and determines that the lease of the Site pursuant to the Agreements will provide affordable housing for very low and lower income persons and families.

3. The Council hereby finds and determines that the Agreements are consistent with the provisions and goals of the Agency's Implementation Plans.

4. The Council hereby approves the Agreements and the lease of the Site, pursuant to the Agreement. A copy of the Agreements when executed shall be placed on file in the office of the City Clerk.

5. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 15th day of January, 2008.

s/Marsha R. Ramos
Marsha R. Ramos
Mayor of the City of Burbank

Attest:

s/Margarita Campos
Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney

By: s/Joseph H. McDougall
Joseph H. McDougall
Senior Assistant City Attorney

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

I, Margarita Campos, CMC, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Burbank at its regular meeting held on the 15th day of January 2008, by the following vote:

AYES: Council Members Bric, Golonski, Gordon, Reinke and Ramos.

NOES: Council Members None.

ABSENT: Council Members None.

s/Margarita Campos
Margarita Campos, CMC, City Clerk

RA 81

REDEVELOPMENT AGENCY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. R- 2193

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK APPROVING LOAN AGREEMENT AMENDMENT NO. 1, AN AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT AND AN AMENDED REGULATORY AGREEMENT BY AND BETWEEN THE AGENCY AND BURBANK HOUSING CORPORATION.

THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK FINDS:

A. The Agency is required by California Health and Safety Code Section 33334.2, et seq., to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank' s supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the " Housing Fund").

B. The Agency and Nonprofit entered into that certain Disposition and Development Agreement dated September 24, 2003 (the " DDA") concerning ten (10) multifamily apartment buildings (the " Buildings") in the City of Burbank, located at 1801-1815 Grismer Avenue, 1729-1735 Elliott Drive, and 1819 Grismer Avenue (collectively referred to hereafter as the " Property"). The Property is further described in the Legal Description attached hereto as Exhibit A and depicted in the Map attached hereto as Exhibit B, which are both attached hereto and incorporated herein.

C. The purpose of the DDA was to complete acquisition of the unacquired portions of the Property, to lease the Property to the Nonprofit, for the Nonprofit to agree to rehabilitate and operate the Property, construct an Activity Center on the Property and other site improvements, and lease approximately 47% of the apartment units in the Buildings (after rehabilitation) to Very Low and Lower Income Households at an Affordable Rent.

D. Agency loaned Nonprofit $3,441,000 though the DDA and a related loan agreement to accomplish rehabilitation of the Property, however, Nonprofit has determined that an additional $2,665,484 is now required to complete the scope of rehabilitation set forth in the DDA.

c: J. Mack-RA; S. Georgino-CDD

E. The Agency and Nonprofit have negotiated an Amendment to the Disposition and Development Agreement ("Amended DDA"), Loan Agreement Amendment No. 1, and an Amended Regulatory Agreement (collectively the "Agreements") through which the additional funding will be conveyed and the remaining rehabilitation will be administered.

F. The lease of the Property by the Agency to the Nonprofit, and the Nonprofit' s rehabilitation and operation of the Improvements, including the construction of the Activity Center are in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK RESOLVES:

1. Based upon substantial evidence provided in the record before it, the consideration for the Agency' s lease of the Site pursuant to the terms and conditions of the Amended DDA is not less than the fair reuse value of the Site, in accordance with covenants and conditions governing the lease, and the development costs required under the Agreements.

2. The Agency hereby finds and determines that the lease of the Site pursuant to the Amended DDA, will provide affordable housing for very low and lower income persons and families.

3. The Agency hereby finds and determines that the Agreements are consistent with the provisions and goals of the Agency's Implementation Plans.

4. The Agency hereby approves the Amendment to the Disposition and Development Agreement, Loan Agreement Amendment No. 1 and Amended Regulatory Agreement, and all exhibits thereto. A copy of the Amendment to the Disposition and Development Agreement, Loan Agreement Amendment No. 1 and Amended Regulatory Agreement, and all exhibits thereto, when executed shall be placed on file in the office of the Agency Secretary.

5. The Executive Director of the Agency or his designee is authorized and directed to execute the Agreements on behalf of the Agency. The Executive Director or his designee is authorized to implement the Agreements and take all future actions and execute all escrow documents and other documents that are necessary or appropriate to carry out the Agreements.

6. The Agency Secretary shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 15th day of January, 2008.

s/Marsha R. Ramos
Marsha R. Ramos
Chairperson of the Redevelopment
Agency of the City of Burbank

Attest:

s/Margarita Campos
Margarita Campos, CMC, Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: s/Joseph H. McDougall
Joseph H. McDougall
Senior Assistant City Attorney

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

I, Margarita Campos, CMC, Secretary of the Redevelopment Agency of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Redevelopment Agency of the City of Burbank at its regular meeting held on the 15th day of January, 2008, by the following vote:

AYES: Members Bric, Golonski, Gordon, Reinke and Ramos.

NOES: Members None.

ABSENT: Members None.

s/Margarita Campos
Margarita Campos, CMC, Secretary

RA 81

REDEVELOPMENT AGENCY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. R- 2194

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK AMENDING THE FISCAL YEAR 2007-2008 ANNUAL BUDGET IN THE AMOUNT OF $2,805,224 TO COMPLETE THE PEYTON-GRISMER REVITALIZATION PROJECT.

THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK RESOLVES:

1. The Agency's Fiscal Year 2007-2008 Annual Budget is amended by appropriating $2,805,224 from Account No. 305.ND000.30004.0000.00000 (Unappropriated Fund Balance) to Account No. 305.CD23A.70005.0000.13160 (Public Improvements-Peyton Grismer Focus Neighborhood) for the purpose of appropriating funds to complete the Peyton-Grismer Revitalization Project.

2. The Financial Services Director is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the Agreement specified in this resolution.

PASSED and ADOPTED this 15th day of January, 2008.

s/Marsha R. Ramos
Marsha R. Ramos
Chairperson of the Redevelopment
Agency of the City of Burbank

Attest:

s/Margarita Campos
Margarita Campos, CMC, Secretary

c: J. Mack-RA; S. Georgino-CDD; C. Wood, D. Balos, S. Griego, A. O'Connor, H. Okimoto, R. Ong, B. Torrez, L. Mkrtchyan, D. Harrison - Finance

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: s/Joseph H. McDougall
Joseph H. McDougall
Senior Assistant City Attorney

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

I, Margarita Campos, CMC, Secretary of the Redevelopment Agency of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Redevelopment Agency of the City of Burbank at its regular meeting held on the 15th day of January 2008, by the following vote:

AYES: Members Bric, Golonski, Gordon, Reinke and Ramos.

NOES: Members None.

ABSENT: Members None.

s/Margarita Campos
Margarita Campos, CMC, Secretary

RA 81

REDEVELOPMENT AGENCY
OF THE
CITY OF BURBANK

RESOLUTION NO. R- 2195

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE AGENCY AND KSD GROUP INCORPORATED FOR CONSTRUCTION MANAGEMENT.

THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK RESOLVES:

1. The terms and provisions of the Professional Services Agreement between the Redevelopment Agency of the City of Burbank and KSD Group Incorporated, ("Agreement"), are approved.

2. The Executive Director or her designee is authorized to execute the Agreement, and any other necessary documents on behalf of the Agency, and the Secretary is authorized to attest this Agreement.

3. The Agreement is on file at the City Clerk' s Office and the City Clerk is directed to retain the Professional Services Agreement referenced herein, as a permanent file.

PASSED and ADOPTED this 15th day of January, 2008.

s/Marsha R. Ramos
Marsha R. Ramos
Chairperson of the Redevelopment
Agency of the City of Burbank

Attest:

s/Margarita Campos
Margarita Campos, CMC, Secretary

c: J. Mack-RA; S. Georgino-CDD; K. Little-Purchasing

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: s/Joseph H. McDougall
Joseph H. McDougall, Sr. Asst. City Attorney

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

I, Margarita Campos, CMC, Secretary of the Redevelopment Agency of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Redevelopment Agency of the City of Burbank at its regular meeting held on the 15th day of January 2008, by the following vote:

AYES: Members Bric, Golonski, Gordon, Reinke and Ramos.

NOES: Members None.

ABSENT: Members None.

s/Margarita Campos
Margarita Campos, CMC, Secretary

1502

This page is part of your document - DO NOT DISCARD

06 1250632

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
06/07/06 AT 08:00am

TITLE(S) :

LEAD SHEET

FEE

D.T.T.

FREE Z

CODE
20

CODE
19

CODE
9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

V

02335285-68
LandAmerica Commercial Services

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

06 1250632

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of April 14, 2006, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Disposition and Development Agreement between the Agency and the Nonprofit, dated as of September 24, 2003 (the "DDA"), the Nonprofit has leased real property comprising of land and ten multifamily apartment buildings (the "Buildings") in the City of Burbank, located at 1801, 1807, 1811, 1813, 1815, and 1819 Grismer Avenue and 1729-1735 Elliott Drive (collectively, the "Property"). The Property is further described in the Legal Description which is attached hereto as Exhibit A, and depicted in the Map which is attached hereto as Exhibit B, which are both incorporated herein.

B. Pursuant to the DDA, the Nonprofit has agreed to rehabilitate the Property including the demolition of the buildings on 1807 and 1819 Grismer Avenue and construct an activity center on 1819 Grismer Avenue. The Nonprofit has further agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low and Lower Income Households.

C. The execution and recording of this Agreement is a requirement of the DDA.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Activity Center" is defined in Section 406 hereof.

06 1250

"Activity Center Expenses" is defined in Section 405 hereof.

"Affordable Housing Agreements Expenses" shall mean the reasonable and necessary operating expenses of the Nonprofit, attributable to the rental and operation of the Buildings, or with respect to the rental or operation of any real property owned by Nonprofit which is the subject of an affordable housing agreement between Nonprofit and either the Agency or the City. Affordable Housing Agreements Expenses shall include without limitation the cost of salaries, wages and other compensation of the employees of the Nonprofit, employee education, training and travel, rent, taxes, property, liability, automobile and directors' and officers' insurance, utilities, copying, postage and other communications costs, equipment, materials and supplies attributable to the operation of the Buildings or other Nonprofit properties subject to affordable housing agreements. As used herein, "affordable housing agreement" means any agreement between or among Nonprofit and City, Agency, and/or Housing Authority, in which Nonprofit agreed to long-term affordability covenants in accordance with either federal, state, or local affordable housing laws and/or regulations.

"Affordable Rent" shall have the meaning set forth in Health and Safety Code Section 50053 and in Section 402.5 hereof.

"Affordability Period" shall mean the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement, as set forth in Section 402.2 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Regulatory Agreement between the Agency and the Nonprofit.

"Buildings" means those multifamily apartment buildings located on the Property and remaining after the Rehabilitation pursuant to the DDA, unless the context includes the Buildings before Rehabilitation.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"CRL Lower Income Rent" shall have the meaning ascribed to it under Health and Safety Code Section 50053(b)(3), as it may amended. As of the Date of Agreement, CRL Lower Income Rent is defined as the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for that unit. For those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, CRL Lower Income Rent shall be defined as thirty percent of gross income of the household.

"CRL Very Low Income Rent" shall have the meaning ascribed to it under Health and Safety Code Section 50053(b)(2). As of the Date of Agreement, CRL Very Low Income Rent is defined as the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for that unit.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"DDA" means the Disposition and Development Agreement by and between the Agency and Nonprofit.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"High HOME Rent" is defined under 24 C.F.R. 92.252(a) as the lesser of (a) the fair market value for comparable housing in the area as determined by the United States Department of Housing and Urban Development ("HUD") under 24 CFR 888.11, less the monthly allowance for utilities and services to by paid by each tenant, or (b) thirty percent (30%) of sixty-five

96-07-06

percent (65%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit.

"In-Service Date" shall mean the date that is sixty (60) days after the Nonprofit has received a final Release of Construction Covenants for the Rehabilitation in accordance with Section 310 of the DDA.

"Lease" means the lease of the Property from the Agency to the Nonprofit in the form of Attachment No. 3 to the DDA.

"Lease Commencement" means the commencement of the Lease, as set forth in Section 204.3 of the DDA.

"Legal Description" means the description of the Property which is attached hereto as Attachment No. 2 and incorporated herein.

"Low HOME Rent" is defined under 24 C.F.R. 92.252(b) as the lesser of (a) the rent for Very Low Income Households that does not exceed 30 percent of 50 percent of the area median income as determined by United States Department of Housing and Urban Development ("HUD"), with adjustments for smaller and larger families, or (b) High HOME Rent

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Map" means the map of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Operating Reserve" is defined in Section 405 hereof.

"Property" means that certain real property located at 1801-1815 Grismer Avenue, 1819 Grismer Avenue, and 1729-1735 Elliott Drive, Burbank, California. The Property is legally described in the Legal Description and depicted on the Map.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

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"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. CONDITION OF THE PROPERTY

201. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint and asbestos exposure.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its property manager to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material

change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Lease Commencement until the end of the Affordability Period a policy of property damage insurance (casualty), with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency or its agents or employees.

303. Rights of Access. Representatives of the Agency shall have the right to inspect the Property so long as Agency representatives comply with all safety rules. .

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code.

305. Financing of the Property and/or Rehabilitation. The Nonprofit shall not enter into any conveyance for financing except as authorized by the DDA.

400. COVENANTS AND RESTRICTIONS

401. Use in Accordance with Agreement. The Nonprofit covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof, that upon the Lease Commencement and during the Affordability Period, the Nonprofit shall devote the Property to the uses specified in the DDA, this Agreement, and Lease for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Nonprofit pursuant to this Agreement, shall conform to all applicable provisions of the City Municipal Code.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent fourteen (14) of the Housing Units to Very Low Income Households, and nineteen (19) of the Housing Units to Lower Income Households (the "Affordable Units") all at

an Affordable Rent. The Housing Units that are not Affordable Units shall be rented at market. Eight (8) of the Affordable Units rented to Very Low Income Households shall be one-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be two-bedroom Housing Units. Three (3) of the Affordable Units rented to Very Low Income Households shall be three-bedroom Housing Units. Ten (10) of the Affordable Units rented to Lower Income Households shall be one-bedroom Housing Units. Five (5) of the Affordable Units rented to Lower Income Households shall be two-bedroom Housing Units. Four (4) of the Affordable Units rented to Lower Income Households shall be three-bedroom Housing Units.

402.2 Lease Requirements. Prior to rental of any of the Housing Units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency for Agency's approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency. The Agency shall approve such lease form upon finding that such lease form is consistent with this Lease and contains all of the provisions required pursuant to the HOME Program and the HOME Regulations. The Nonprofit shall enter into a lease, in the form approved by the Agency, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the In-Service Date. For purposes of this Section 402.3, "in perpetuity" means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, or Lower Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low or Lower Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low and Lower Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency as provided herein. The maximum monthly rental amount for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development.

a. For the fourteen Affordable Units that will be rented to Very Low Income Households, seven (7) of the Affordable Units shall be rented at the lesser of (a) High HOME Rent or (b) CRL Very Low Income Rent. The other seven (7) of the Affordable Units shall be rented at the lesser of (a) Low HOME Rent or (b) CRL Very Low Income Rent.

b. The nineteen (19) Affordable Units that will be rented to Lower Income Households shall be rented at CRL Lower Income Rent.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any

separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit.

c. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. The Agency may in its discretion base the utilities allowance on a utilities allowance adopted by the Burbank Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Occupancy of Housing Units in the buildings shall be limited to two persons per bedroom plus one additional person per Housing Unit. Thus, one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency with respect to landscaping and building improvements, then the Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a

prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Executive Director, or his or her designee. The fees payable to the Property Manager shall not exceed five percent (5%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency, the Agency may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency have not been corrected within thirty (30) days after Agency's notice to Nonprofit, the Agency may in its sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts and Other Project Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Three Hundred Dollars ($300) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). The annual contribution to the Capital Replacement Reserve shall increase in an amount equal to the Consumer Price Index for the Los Angeles-Riverside-Orange County survey area. The Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

The Nonprofit shall set aside, on a monthly basis, in a separate reserve account (the "Operating Reserve"), the sum of two percent (2%) of the Gross Income of the Property. In no event, however, shall the Nonprofit be required to increase the Operating Reserve to an amount which exceeds two percent (2%) of the gross income of the Property during the first full calendar year after the completion of the Rehabilitation of the Property. The Nonprofit shall retain such amount in the Operating Reserve to fund shortfalls between income and actual operating expenses.

The Nonprofit shall set aside, on a monthly basis, in a separate account, the sum of ten percent (10%) of Gross Income for the Affordable Housing Agreements Expenses ("BHC Projects

Operations Account"). The Nonprofit shall, in addition, set aside twelve percent (12%) of Gross Income to be utilized exclusively for all costs associated with complying with Section 406 below ("Activity Center Expenses").

406. Peyton-Grismer Activity Center. Nonprofit shall operate within the Buildings an educational center (the "Activity Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Activity Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Executive Director, or his or her designee.

Participation in the Activity Center shall be limited to residents of the Buildings and residents of apartment complexes in the Peyton-Grismer focus neighborhood subject to an Affordable Housing Agreement with the Agency or the City, and, as space permits, residents in the Peyton-Grismer focus neighborhood. At all times, preference for participation in the Activity Center shall be given first to residents of the Buildings.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the

Agency in making the Property available for such inspection or audit. If for any reason the Agency is unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming

under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement, the DDA, the Lease, or the Loan Agreement, the Agency within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency, service of process on the Agency shall be made by personal service upon the Agency's Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

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507. Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Executive Director

To Nonprofit: Burbank Housing Corporation
153 West Elmwood Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the

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other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Nonprofit. Accordingly, for the period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency. Notwithstanding the foregoing, the Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, (iv) the transferee's past experience and performance working with cities, redevelopment agencies, and/or housing authorities, (v) and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

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An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency. The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Nonprofit.

604. Agency Approvals and Actions. The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Executive Director (or his or her duly authorized representative). The Agency's Executive Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

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608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Regulatory Agreement as of the date set forth above.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

REDEVELOPMENT AGENCY ORGANIZED B R A MAY 12, 1970 CITY OF BURBANK, CALIFORNIA

APPROVED AS TO FORM:

_____
City Attorney/Agency General Counsel

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
President

By: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On April 14, 2004 (Date) before me, Suzann L. Castro, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))
personally appeared Mary J. Alvord (Name(s) of Signer(s))

☑ personally known to me
☐ ~~proved to me on the basis of satisfactory evidence~~

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Suzann L. Castro
Signature of Notary Public

SUZANN L. CASTRO
Commission # 1262547
Notary Public - California
Los Angeles County
My Comm. Expires May 1, 2004

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Regulatory Agreement
Document Date: April 14, 2004 Number of Pages: 21
Signer(s) Other Than Named Above: Allen J. Cottriel, Michael J. Garcia and Margarita Campos

Capacity(ies) Claimed by Signer

Signer's Name: Mary J. Alvord

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☑ Other: Executive Director for the City of Burbank

Signer Is Representing: Redevelopment Agency for the City of Burbank

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

On 04-16-04, before me, Gail Coffelt, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G Gittell,

☑ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GAIL COFFELT
Commission # 1264199
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2004

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

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20080233892 Pages: 012

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Other: 0.00
Total: 0.00

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Number of AIN's Shown

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1208

AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS

THIS AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS (the "Amendment") is entered into as of September 23, 2010, among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency") and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer" or "BHC").

RECITALS

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, *et seq*, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 *et seq*.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, *et seq*., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve Two Hundred and Seventy-Five (275) units of low-to-moderate income households. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, the Agency, City, and BHC entered into an affordable housing agreement for the property located at 2331-2333 North Fairview to acquire, rehabilitate, and provide three (3) affordable rental units. (hereafter referred to as "Project No.1").

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and provide four (4) affordable rental units located at 3000-3006 Thornton Avenue ("Project No.2").

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Exhibit R 7
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G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and provide 65 affordable units located at 199 West Elmwood Avenue 153, 158-159,164-165, 170-171, 188, 194 Elmwood. This Elmwood project is collectively referred to as "Project No.3".

H. The Elmwood Project, Project No. 3, is being amended through the Amendment No. 2 to the Affordable Housing Agreements and related Regulatory Agreement, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

I. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and provide seven (7) affordable rental units located at 1721 Elliot Drive. The Elliot project is hereafter "Project No. 4".

J. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue to acquire, rehabilitate, and provide one (1) affordable rental unit. The 3030 Thornton Avenue project is hereafter "Project No. 5".

K. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement and amended on January 15, 2008 (Amendment No. 2) whereby BHC agreed to rehabilitate and provide 70 affordable rental units located at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. The aforementioned project is hereafter referred to as "Project No. 6".

L. The Peyton- Grismer Project, Project No. 6, is being amended through Amendment No. 2 to the Affordable Housing Agreements and related amended Regulatory Agreements, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

M. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven (7) units at 2325 and 2335 Fairview Street (hereafter "Project No. 7").

N. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement to acquire, rehabilitate, and provide fourteen (14) affordable rental units located at 2321 North Fairview Street and 2321-2323 North Catalina Street. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

O. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood to provide thirty (30) affordable housing rentals located at 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

P. As part of the Keeler Homeownership Development June 16, 2009, 1902 Keeler Avenue ("Project No. 10") has been removed from the Master Loan process and treated individually. Therefore, Project No. 10 is hereby intentionally deleted.

Q. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC to provide five (5) affordable rental units located at 313 and 427 West Valencia Avenue. The aforementioned property is hereafter referred to as "Property No. 11".

R. On April 4, 2006, the City, Agency, and BHC entered into an Affordable Housing Agreement for the purchase and rehabilitation of ten (10) rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue (Property No.12).

S. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide eight (8) affordable rental units. (Property No. 13).

T. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six (6) rental units at 2219 and 2329 North Niagara Street. (Property No. 14).

U. On November 18, 2008, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2406 North Naomi Street which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 15.)

V. On January 6, 2009, the Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to acquire, rehabilitate, and provide34 affordable rental units at 275 West Verdugo Avenue. (Property No. 16.)

W. On September 29, 2009, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2615 Thornton Avenue which was acquired and rehabilitated to provide four (4)affordable rental units. (Property No. 17.)

X. On August 17, 2010, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 225 Linden Avenue which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 18.)

Y. BHC has performed or is currently performing all of its obligations under the affordable housing agreements (the "AHA") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual AHA's and Regulatory Agreements exclusive to each property. The parties desire to amend each of the AHAs and the corresponding Regulatory Agreements for Projects 1-18 to provide for flexibility in the affordability restrictions to meet community demand.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment to Properties No. 3 and No. 6. Each Affordable Housing Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

2. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

3. **Amendment to the Regulatory Agreement.** The Affordable Housing Agreements and Regulatory Agreements applicable to Projects No. 1-17 are hereby amended to reflect the changes set forth in this AHA No. 2. The AHA's and Regulatory Agreements for Projects No. 1-17, shall remain in full force and effect except as to that reflected in this Agreement (Amendment No.2) and the attached Regulatory Agreement. It is not the intent to modify any other provision of the documents as to all of the aforementioned projects except for Projects Nos. 3 and 6. Should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath

Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By:

Michael S. Flad, City Manager

Justin Hess, Deputy City Manager

ATTEST:

Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Michael S. Flad, Executive Director
Justin Hess, on behalf of

ATTEST:

Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

Attachment

Regulatory Agreement Amendment

1208

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CITY, STATE ZIP CODE	BURBANK CA 91510



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Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

3

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City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Redevelopment Director

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REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this 23RD day of September, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of September 23, 2010, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions . The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

NOW, THEREFORE, the parties hereto agree as follows:

1. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established

by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

2. **Amendment to Properties No. 3 and No. 6.** Each Affordable Housing Agreement and Regulatory Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement and Regulatory Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

6

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

3. **Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Greg Herrmann, Interim Assistant Community Development Director

ATTEST:

OFFICIAL SEAL

_____
Margarita Campos, CMC, City Clerk

INCORPORATED 1911

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Greg Herrmann, Interim Asst. Executive Director

ATTEST:

_____
Margarita Campos, CMC, Agency Secretary

REDEVELOPMENT AGENCY ORGANIZED MAY 12, 1970 CITY OF BURBANK, CALIFORNIA

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

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ACKNOWLEDGMENT

State of California }ss.
County of Los Angeles }

On **September 10, 2010**, before me, **Maria D. Wilson**, Notary Public, personally appeared Peter J. McGrath, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA D. WILSON
COMM. # 1840452
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAR. 14, 2013

Maria D. Wilson
Maria D. Wilson

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name:

o Individual

o Corporate Officer—Title: _____

o Partner -- o Limited o General

o Attorney in Fact o Trustee

o Guardian or Conservator

o Other:

Signer is Representing: _____

ACKNOWLEDGEMENT

State of California } ss.
County of Los Angeles }

On September 17, 2010, before me, Juan M. Salcido, Notary Public, personally appeared Greg Herrmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Juan M. Salcido, Notary Public

VRS1 JUAN M. SALCIDO COMM. # 1881860 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Mar. 6, 2014 VRS1

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: September 17, 2010 Number of Pages:

Signer(s) Other than Named Above: _____

Capacity (ies) Claimed by Signer

Signer's Name: Greg Herrmann

☐ Individual

☐ Corporate Officer – Title:

☐ Partner--☐ Limited☐ General

☐ Attorney in Fact ☐ Trustee

☒ Other:

Signer is Representing: Community Development Department

ACKNOWLEDGEMENT

State of California } ss.
County of Los Angeles }

On September 17, 2010, before me, Juan M. Salcido, Notary Public, personally appeared Greg Herrmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VRS1 JUAN M. SALCIDO COMM. # 1881860 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Mar. 6, 2014 VRS1

Juan M. Salcido, Notary Public

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: September 17, 2010 Number of Pages:

Signer(s) Other than Named Above: _____

Capacity (ies) Claimed by Signer

Signer's Name: Greg Herrmann

☐ Individual

☐ Corporate Officer – Title:

☐ Partner--☐ Limited☐ General

☐ Attorney in Fact ☐ Trustee

☒ Other:

Signer is Representing: Community Development Department

EXHIBIT A

LOS ANGELES COUNTY RECORDER'S RECORDATION NUMBERS

[to be inserted]

Burbank Housing Corporation
Projects List

ATTACHMENT 11 - 412

Recordation Information of Regulatory Agreement	Commonly Known As
Instrument No. 2000-1779212	**2331-2333 N. Fairview Street** Burbank 91504
Instrument No. 2001-0849604	**3000-3006 Thornton Avenue** Burbank 91504
Instrument No. 2003-1634472	**153, 158-159, 164-165, 170-171, 188, 194 W. Elmwood Avenue** Burbank 91502
Instrument No. 2002-2104968	**1721 Elliott Drive** Burbank 91504
Instrument No. 2001-0849604	**3030 Thornton Avenue** Burbank 91504
Instrument No. 2006-1250632 Instrument No. 2008-0233892 (Amended)	**1801 - 1815 Grismer Avenue 1729-1735 Elliot Drive** Burbank 91504
Instrument No. 2004-0057447	**2325 & 2335 N. Fairview Street** Burbank 91504
Instrument No. 2000-1779211	**2321 - 2323 N. Catalina Street** Burbank 91504
Instrument No. 2005-1068729	**220 W. Tujunga Avenue** Burbank 91502
Instrument No. 2005-1068729	**237 W. Verdugo Avenue** Burbank 91502
Instrument No. 2005-1068729	**241 - 243 W. Verdugo Avenue** Burbank 91502
Instrument No. 2005-1068729	**257 W. Verdugo Avenue** Burbank 91502
Instrument No. 06-0572613 (313 Valencia) Instrument No. 06-0572609 (427 Valencia)	**313 & 427 W. Valencia Avenue** Burbank 91506
Instrument No. 2006-076325	**157 & 159 W. Linden Avenue 160 W. Elm Court** Burbank 91502
Instrument No. 2005-1068729	**261 W. Verdugo Avenue** Burbank 91502
Instrument No. 2007-0194392	**2219 & 2329 N. Niagara Street** Burbank 91504
Instrument No. 2008-2080847 Instrument No. 2009-1538359 (Amended)	**2406 North Naomi Street** Burbank 91504
Instrument No. 2009-0050395	**275 W. Verdugo Avenue** Burbank 91502
Instrument No. 2009-1549685	**2615 Thornton Avenue** Burbank 91504
Instrument No. 2010-01203469	**225 W. Linden Avenue** Burbank 91502

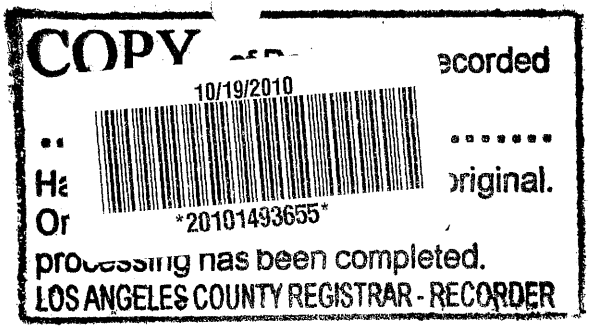
RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

NAME CITY CLERK

MAILING ADDRESS CITY OF BURBANK
P O BOX 6459

CITY, STATE ZIP CODE BURBANK CA 91510



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EXEMPT FROM FEES PURSUANT TO GOVERNMENT CODE SECTION 6103

TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

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Pages: 0012

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Recorder's Office, Los Angeles County, California

10/19/10 AT 04:21PM

FEES:	0.00
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PAID:	0.00

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DAR - Mail (Hard Copy)

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E114663

See File 1208 for full copy of agreement

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME	CITY CLERK
MAILING ADDRESS	CITY OF BURBANK P O BOX 6459
CITY, STATE ZIP CODE	BURBANK CA 91510



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EXEMPT FROM FEES PURSUANT TO GOVERNMENT CODE SECTION 6103

TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Redevelopment Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this 23RD day of September, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States. 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of September 23, 2010, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions. The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

1208
RA-41

6

city of burbank
community development department

memorandum

DATE: September 14, 2010

TO: City Council and Redevelopment Agency Board

BY: RDG

FROM: Greg Herrmann, Interim Community Development Director/Interim Assistant Executive Director
Ruth Davidson-Guerra, Assistant Community Development Director for Housing and Redevelopment
BY: Arelene Roldan, Housing Development Manager

SUBJECT: BURBANK HOUSING CORPORATION PROPOSAL TO AMEND AFFORDABLE HOUSING AGREEMENTS TO INCREASE HOUSING OPPORTUNITIES FOR LOWER INCOME HOUSEHOLDS TO MEET COMMUNITY NEED

PURPOSE

The purpose of this report is to provide information to the Burbank City Council (City) and Burbank Redevelopment Agency Board (Agency) to consider amending agreements that will redefine the income and affordability requirements as previously approved by and between the City and the Burbank Housing Corporation (BHC) and by and between the Agency and BHC. The objective of these amendments is to increase affordable housing opportunities to meet the current housing demand of the community. This action will meet the City Council's goal of Sustainability by improving environmental and social sustainability within the City.

BACKGROUND

Since 1997, the City has implemented a pro-active approach to neighborhood revitalization in partnership with BHC. The City and the Agency have extended funding to BHC to assist in the acquisition and rehabilitation of distressed residential properties as a strategy for upgrading neighborhoods in decline and maintaining rents at an affordable rate. By investing resources to improve the housing stock, provide affordable housing opportunities, and develop neighborhood-based Family Resource Centers, our partnership with BHC has improved the quality of life for Burbank residents in the Elmwood, Verdugo-Lake, Golden State, Peyton-Grismer, and Lake-Alameda Focus Neighborhoods (Focus Neighborhoods).

These efforts have been consistent with several housing objectives and programs of the City's Affordable Housing Strategy, first set forth by the Blue Ribbon Task Force on Affordable Housing as approved by the City and Agency in 2003.

28,206
R-2239
Exhibit

Affordable Housing Properties

BHC currently operates or is in the process of improving properties with over 270 affordable housing units within the Focus Neighborhoods. Each of these properties have been developed to provide affordable rental housing opportunities to assist Burbank households earning 120 percent of area median income, defined by California Redevelopment Law (CRL) as Low and Moderate Income Households. The table below reflects the number of housing units produced within each Focus Neighborhood. The table also includes the total units within the BHC's Transitional Housing Program.

Burbank Housing Corporation
Affordable Housing Portfolio

Focus Neighborhoods & Transitional Housing Program	Number of Units
Elmwood Focus Neighborhood	65
Verdugo-Lake Focus Neighborhood	72
Golden State Focus Neighborhood*	36
Peyton-Grismer Focus Neighborhood**	77
Lake-Alameda Focus Neighborhood	9
Transitional Housing Program*	16
TOTAL	**275**

* Includes properties currently being rehabilitated by BHC.
** Excludes eight units within the Keeler-Elliott Homeownership Development.

Income and Affordability Requirements

Each of the affordable housing properties are subject to agreements imposing long-term covenants and restrictions securing affordability for the longest feasible time. CRL's affordability duration is 55 years for rental housing; BHC's affordability term is in perpetuity. These agreements have been recorded with Los Angeles County and will run with the land. The affordability restrictions require BHC to lease units to income-qualified households at the defined affordable housing rent, and the restrictions vary from project to project. The U.S. Department of Housing and Urban Development (HUD) annually establishes income limits for each State based on the area median income. Thereafter, the Department of Housing and Community Development (HCD) officially publishes the income qualification standards for each County, adjusted by household size and applicable rents are established using the methodology established by CRL[1].

[1] Pursuant to California Redevelopment Law Section 50106, 50105, 50079.5, and 50093.

BHC's affordable housing units are targeted to households that fall within four basic income categories. Using the 2010 affordability standards, below is a sample of income limits adjusted by household size.

State Income Limits for Los Angeles County (2010)

Income Level	1 person household	2 person household	3 person household	4 person household
Extremely-Low (30% of AMI)	$17,400	$19,900	$22,400	$24,850
Very-Low (50% of AMI)	$29,000	$33,150	$37,300	$41,400
Low (80% of AMI)	$46,400	$53,000	$59,650	$66,250
Moderate (120% of AMI)	$52,900	$60,500	$68,050	$75,600

Area Median Income (AMI): $63,000

As mentioned earlier, the affordability requirements vary from project to project. Over the years, the terms of affordability and rent requirements have changed to assist the varying income of households, as well as providing BHC with the greatest flexibility to meet the changing needs of the community. For example, older agreements impose affordability requirements that are specific to bedroom size. Some agreements include "floating" units, which authorize BHC to assign affordability requirements to any bedroom size as long as the total number of units and bedroom mix satisfies the overall unit requirements. Finally, more recent agreements allow BHC with the most flexibility by designating units "up to" the affordability benchmark (described above). This final structure is included in more recent agreements, such as the acquisition of four units located at 225 Linden Avenue (approved in August 2010). Three of the four units are designated to households who earn "up to" the very-low income limit, and one unit is designated to a household who earns "up to" the moderate-income limit. BHC can technically rent the three very-low income units to a household who does not exceed the very-low income household limit, which includes extremely-low income households. The moderate-income unit can be rented to all income categories, which includes extremely-low, very-low, and low income households.

The table below summarizes the number of units for each target income category within BHC's portfolio:

Income Category	# of Restricted Units
Extremely-Low	7
Very-Low	72
Low	110
Moderate	86
TOTAL	**275**

Moderate-Income Vacancy Challenges

Due to increasing unemployment rates, housing vacancies are rising and rents are falling across the country. Due to the downward economic and housing market trends, BHC has faced challenges in leasing the units designated to moderate-income households. The recession has decreased market-rents to levels equivalent to or below moderate-income rent designations, leaving moderate-income restricted units vacant for extended periods of time due to more attractive market rates and areas elsewhere in the city. During the 2008 and 2009 calendar years, the highest number of units vacant at one time was 13 and 22 moderate units, respectively.

As part of the Agency's continuous housing market analysis[2], a rent survey was conducted in May 2010 to evaluate rental trends within Burbank. Included in the analysis was a detailed comparison of rental trends over the past three years within the city and regionally. The housing analysis reports the average monthly rent declining 3.2 percent between 2008 and 2009, and vacancy rates increasing by 0.4 percent between 2008 and 2009. Below is a rent survey comparison of restricted moderate-income rents within the Focus Neighborhoods and of the average market-rate rents. The chart exhibits that the market rents are less than the restricted rents. Therefore, the demand for moderate-income rental units does not exist in the community based on market-rate rents.

Bedroom Size	Market-Rate Rent (2010)	Moderate-income Rent[3] (2010)
1	$1,056	$1,386
2	$1,243	$1,559
3	$1,472	$1,733

Marketing Campaign

Even with market-rate rents declining, BHC continued to market the moderate units to meet agreement obligation. Over a two-year time period, both BHC and Agency staff developed an aggressive marketing strategy to fill the vacant moderate units and to build up a moderate-income waiting list. The marketing strategy was implemented in March 2009 and included new advertising materials, expanded and targeted marketing, rent specials and promotions. BHC also systematically reviewed the waiting list identifying families at the high end of the low-income category that could graduate into the moderate-income category; and have the ability to pay moderate-income rent in the near future. The following was executed over a one-year term[4]:

- In March 2009, a marketing flier and e-mail was targeted to employers of the Burbank Workforce (i.e. Burbank Unified School District, Chamber of Commerce,

[2] Housing market trends are published annually within the Agency's Housing Profile summarizing statistics of the previous year.

[3] Pursuant to Health and Safety Code Section 50053 (b)(4) and established by HCD, affordable rents for moderate income households are calculated using the following formula: Product of 30% times 110% of area median income, adjusted for household size appropriate for the unit.

[4] Modifications were approved by Agency staff and modifications are consistent with existing agreements.

Los Angeles Superior Court, Woodbury University, studios, childcare centers, and other local educational institutions.) In April 2009, a separate advertisement was placed in the Burbank City Employee Hotline for four weeks (two pay periods).

- Since June 2009, a leasing strategy has been implemented where BHC modifies new applicant criteria/eligibility, waived credit report fees, offered rent reductions, and offered rent/move-in specials.
- Since July 2009, marketing continues with posting vacancy banners and running multiple advertisements in various mediums such as the Burbank Leader, Craigslist, Penny Saver, and Westside Rentals.

This concerted effort has allowed BHC to fill the vacant moderate units, but the issue persists. To date, approximately ten moderate units remain vacant, while a pool of over 200 extremely-low, very-low, and low-income families remain on BHC's waiting list for an available affordable unit.

ANALYSIS

Despite best efforts, the moderate-income units remain vacant for extended periods of time while the demand for affordable units for households who earn less than moderate-income households is evidenced by the waiting list. To better meet the community need for affordable housing and fill the current moderate-income unit vacancies, BHC submitted a proposal (EXHIBIT A) requesting the City and Agency to consider amending certain agreements to increase the number of extremely-low, very-low, and low-income units by reducing the number of moderate-income units.

Unit Re-Designation Proposal

The proposal identifies two properties containing the highest percentage of moderate units and the greatest number of vacancies: the Elmwood Focus Neighborhood consisting of 65 units and Peyton Grismer Focus Neighborhood consisting of 70 units[5]. following proposed unit re-designations by property will create additional housing opportunities for lower income Burbank families and eliminate chronic vacancies:

Property	Affordability	Current	Proposed	Change
Elmwood[6]	Extremely-Low	0	7	+7
	Very-Low	19	25	+6
	Low	23	23	0
	Moderate	23	10	-13
Peyton-Grismer[7]	Extremely-Low	0	13	+13
	Very-Low	14	20	+6
	Low	19	25	+6
	Moderate	37	12	-25

[5] The proposal excludes units within the Keeler-Elliott Homeownership Development and 1721 Elliott Avenue. These properties maintain their own agreement and will not be modified.
[6] Elmwood consists of 153, 158, 159, 164, 165, 170, 171, 188, 194, and 199 Elmwood.
[7] Peyton-Grismer consists of 1729-1735 Elliott and 1801-1815 Grismer.

Provide consistency for all BHC properties

As previously mentioned, the affordability and rent restrictions that BHC must follow are project-specific and varies with each property acquisition. Each property has its own affordability and restriction terms that prohibit BHC from renting to households other than the designations, limiting their ability to adjust to the demands of the community. At the time those agreements were approved, the designations and restrictions fit with the economic climate and housing need. However, to effectively respond to shifts in the economy and the housing market, staff recommends amending all previously executed agreements to allow, upon Agency staff approval, BHC to lease their affordable units below the income level designation or to rent "up to" the designations noted for the property. This ability has already been implemented with recent acquisition transactions. The purpose of this change is to establish consistency within all BHC agreements, reduce vacancy rates, and optimize the City's affordable housing production. This new structure of affordability and rent restrictions would be used for future property acquisitions.

If approved it is the intent of Agency and BHC staff to utilize the "up to" method as a last resort to prevent long-term vacancies over 90 days. Upon 90 days, BHC will be required to obtain Agency approval to rent a unit to a household below the targeted unit designation; BHC must restore affordability requirements with the next available unit. In addition, BHC will be responsible for maintaining a healthy mix of rental units that will generate enough income to cover operational expenses when implementing the "up to" method.

PROS and CONS of Proposed Re-Designation

Based on analysis conducted by staff, if the re-designations are approved, the immediate benefit to BHC is filling the vacancies that will effectively generate income. Furthermore, BHC would be able to provide new housing opportunities to lower income Burbank residents who have been waiting for an extensive length of time, in some instances the wait has been as long as four years.

In addition, as part of the City's housing production requirements, funds spent from the Low Moderate Income Housing Fund must be at least in proportion to the community's need for housing for households of such income levels. As identified in the 2009-2014 Implementation Plan (Plan), based on the housing fund allocation for the Plan period, an increase of very-low income units must be produced to meet this income target goal by 2014.

While income targeting has improved within the last few years, the income targeting goals for the 2009-2014 Plan period fall short of the extremely-low and very-low requirement, which is currently at 35 percent for the Plan period in comparison to the required 43 percent. The proposed re-designations within BHC's portfolio will increase the extremely-low and very-low percentage to 48 percent; surpassing the Agency's goal of 43 percent. It should be noted that the existing and proposed income target goals will

change as additional affordable housing is developed. Therefore, staff will continue to monitor proportionality requirements hand-in-hand with affordable housing production.

The table below provides a comparison of the Agency's proportionality goals for the Plan period; estimated production as identified within the Implementation Plan; and estimated production as a result of the proposed affordability modifications.

2009-2014 Plan Period
Proportionality Income Target Goals

	Required	Estimated	Proposed
Extremely-Low & Very-Low	>43%	35%	48%
Low	>27%	38%	35%
Moderate	<30%	27%	17%

As discussed above, with the proposed changes to re-designate the moderate units to lower designations, BHC will be able to fill the units immediately with households awaiting an affordable housing opportunity and the Agency will surpass the extremely-low and very-low proportionality income targeting goal.

Based on a preliminary budget provided by BHC, staff concluded that there are no significant financial implications to the Agency or BHC. However, a potential long-term financial implication may be a reduction of residual receipt payments. The revised designations will coincide with an appropriate and reduced rental rate which will effectively reduce BHC's annual rental income, therefore, reducing the amount of residual receipt payments to the Agency. The reduction of rents will not affect the integrity and operations of the properties as BHC will have sufficient cash flow funding to maintain all of the properties within their portfolio. While there could be an argument that the proposed adjustments would lower BHC's rental income revenue, a counter argument would suggest that this proposal would enhance BHC's cash flow as units currently sit vacant, generating no income revenue. More importantly, these proposed adjustments will provide housing for households having an immediate need for affordable housing.

FISCAL IMPACT
There is no fiscal impact to the General Fund.

There is no immediate fiscal impact to the Agency. The long-term financial implications may be a reduction of residual receipt payments from BHC.

CONCLUSION
To meet the demands of the community and fill the current moderate-income unit vacancies, BHC submitted a proposal requesting the City and Agency consider amending certain agreements by reducing the number of moderate-income units and increasing the number of extremely-low, very-low, and low-income units. The proposal

identifies two properties that have the highest vacancies: the Elmwood Focus Neighborhood and Peyton-Grismer Focus Neighborhood. Both are the two largest properties that BHC oversees and have the highest number of moderate-income unit designations. If this proposal is approved, it would allow BHC to immediately fill their vacancies with households that have been languishing on the wait list and stop the loss of rental income. In addition, the long-term benefit would address the community need by increasing the number of affordable units that best fit the housing demand.

In addition to the proposed re-designations of moderate units, in order to limit the potential of vacancies, staff is recommending amending affordability and rent restrictions to allow BHC to rent "up to" the target designation. This language has been implemented with recent acquisitions, as well as the acquisition of 225 Linden Avenue approved in August 2010. Staff recommends that all previous agreements be amended to maintain consistency in all BHC properties. If approved, BHC would be able to rent units to households below any given income category; reduce vacancy rates; and optimize the City's affordable housing production. This consistent affordability and rent restriction would also be used for future property acquisitions.

RECOMMENDATION

Staff recommends that the City of Burbank and Burbank Redevelopment Agency Board adopt the attached resolutions approving agreements with the Burbank Housing Corporation that will modify the affordable housing income and affordability restrictions.

1208

AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS

THIS AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS (the "Amendment") is entered into as of September 23, 2010, among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency") and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer" or "BHC").

RECITALS

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, *et seq*, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 *et seq*.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, *et seq*., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve Two Hundred and Seventy-Five (275) units of low-to-moderate income households. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, the Agency, City, and BHC entered into an affordable housing agreement for the property located at 2331-2333 North Fairview to acquire, rehabilitate, and provide three (3) affordable rental units. (hereafter referred to as "Project No.1").

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and provide four (4) affordable rental units located at 3000-3006 Thornton Avenue ("Project No.2").

28,206
9-14-10
Exhibit R 8
1555

G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and provide 65 affordable units located at 199 West Elmwood Avenue 153, 158-159,164-165, 170-171, 188, 194 Elmwood. This Elmwood project is collectively referred to as "Project No.3".

H. The Elmwood Project, Project No. 3, is being amended through the Amendment No. 2 to the Affordable Housing Agreements and related Regulatory Agreement, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

I. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and provide seven (7) affordable rental units located at 1721 Elliot Drive. The Elliot project is hereafter "Project No. 4".

J. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue to acquire, rehabilitate, and provide one (1) affordable rental unit. The 3030 Thornton Avenue project is hereafter "Project No. 5".

K. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement and amended on January 15, 2008 (Amendment No. 2) whereby BHC agreed to rehabilitate and provide 70 affordable rental units located at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. The aforementioned project is hereafter referred to as "Project No. 6".

L. The Peyton- Grismer Project, Project No. 6, is being amended through Amendment No. 2 to the Affordable Housing Agreements and related amended Regulatory Agreements, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

M. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven (7) units at 2325 and 2335 Fairview Street (hereafter "Project No. 7").

N. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement to acquire, rehabilitate, and provide fourteen (14) affordable rental units located at 2321 North Fairview Street and 2321-2323 North Catalina Street. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

O. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood to provide thirty (30) affordable housing rentals located at 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

P. As part of the Keeler Homeownership Development June 16, 2009, 1902 Keeler Avenue ("Project No. 10") has been removed from the Master Loan process and treated individually. Therefore, Project No. 10 is hereby intentionally deleted.

Q. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC to provide five (5) affordable rental units located at 313 and 427 West Valencia Avenue. The aforementioned property is hereafter referred to as "Property No. 11".

R. On April 4, 2006, the City, Agency, and BHC entered into an Affordable Housing Agreement for the purchase and rehabilitation of ten (10) rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue (Property No.12).

S. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide eight (8) affordable rental units. (Property No. 13).

T. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six (6) rental units at 2219 and 2329 North Niagara Street. (Property No. 14).

U. On November 18, 2008, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2406 North Naomi Street which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 15.)

V. On January 6, 2009, the Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to acquire, rehabilitate, and provide34 affordable rental units at 275 West Verdugo Avenue. (Property No. 16.)

W. On September 29, 2009, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2615 Thornton Avenue which was acquired and rehabilitated to provide four (4)affordable rental units. (Property No. 17.)

X. On August 17, 2010, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 225 Linden Avenue which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 18.)

Y. BHC has performed or is currently performing all of its obligations under the affordable housing agreements (the "AHA") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual AHA's and Regulatory Agreements exclusive to each property. The parties desire to amend each of the AHAs and the corresponding Regulatory Agreements for Projects 1-18 to provide for flexibility in the affordability restrictions to meet community demand.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment to Properties No. 3 and No. 6. Each Affordable Housing Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

2. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

3. **Amendment to the Regulatory Agreement.** The Affordable Housing Agreements and Regulatory Agreements applicable to Projects No. 1-17 are hereby amended to reflect the changes set forth in this AHA No. 2. The AHA's and Regulatory Agreements for Projects No. 1-17, shall remain in full force and effect except as to that reflected in this Agreement (Amendment No.2) and the attached Regulatory Agreement. It is not the intent to modify any other provision of the documents as to all of the aforementioned projects except for Projects Nos. 3 and 6. Should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By:
Michael S. Flad, City Manager
Justin Hess, Deputy City Manager

ATTEST:

Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Michael S. Flad, Executive Director
Justin Hess, on behalf of

ATTEST:

Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

Attachment

Regulatory Agreement Amendment

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Redevelopment Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this ____ day of _____, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of _____, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions . The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

NOW, THEREFORE, the parties hereto agree as follows:

1. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established

by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

2. **Amendment to Properties No. 3 and No. 6.** Each Affordable Housing Agreement and Regulatory Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement and Regulatory Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

3. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Greg Herrmann, Interim Assistant Community Development Director

ATTEST:

_____
Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Greg Herrmann, Interim Asst. Executive Director

ATTEST:

_____
Margarita Campos, CMC, Agency Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

EXHIBIT A

LOS ANGELES COUNTY RECORDER'S RECORDATION NUMBERS

[to be inserted]

ATTACHMENT 11 - 439

1208
RA82

This page is part of your document - DO NOT DISCARD

03-1634472

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
9:01 AM JUN 09 2003

TITLE(S) :

LEAD SHEET

FEE

FREE W

24

D.T.T

CODE
20

CODE
19

CODE
9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

THIS FORM NOT TO BE DUPLICATED

R-2041
26,334
10/1/02

2

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

03-1634472

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of October 4, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement" recorded on December 28, 1999, recording no. 99-2382117), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

PROJECT MONITORING CHECKLIST
(CEQA Mitigation Measures)

PROJECT NAME: Planned Development No. 2002-2 with... Development Review No. 2002-42 .....

FILE NUMBER: Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St. .....

APPROVAL DATE: proposed March 11, 2003 .....

ENVIRONMENTAL: Prepared January 30, 2003 .....

All of the mitigation measures required for this project are consolidated on this checklist for the purpose of monitoring them for completion as a part of the project approval process. Each responsible department/division will assign a deadline for completion of the conditions it has required. Numbers of conditions are entered in the appropriate column. A signature at each point in the approval process indicates completion of conditions required by a responsible department/division at that point in time. Final approval for C of O must be obtained from the Planning Division.

RESPONSIBLE DEPARTMENT/ DIVISION	I DEMOLITION	II DURING DEMOLITION	III GRADING	IV BUILDING PERMIT	V DURING CONSTRUCTION	VI CERTIFICATE OF OCCUPANCY	VII OTHER	ONGOING
CDD - Building	1-6	1-6	1-6	1-6	1-6			
CDD - Planning	5, 6	5, 6	5, 6	5, 6	5, 6		7 (design)	
PWD - General	5, 6	5, 6	5, 6	5, 6	5, 6			

03 1501474

3

03 1634472

of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

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a. For Very Low Income Households: the lesser of (a) One-Twelfth (1/12th) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

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conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

03 1634472

To Agency:	Redevelopment Agency of the City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Assistant Executive Director
To City:	City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Community Development Director
To Nonprofit:	Burbank Housing Corporation 241 West Verdugo Avenue Burbank, California 91510 Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

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IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Michael J. Garcia, Assistant City Attorney

03 1634472

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

03 1634472

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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03 1634472

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: City Manager

Signer is representing:
Name Of Person(s) Or Entity(ies)
City of Burbank

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

23

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

03 1634472

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: Executive Director

Signer is representing:
Name Of Person(s) Or Entity(ies)

Burbank Redevelopment Agency

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt.
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

24

03 1634472

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Gail Coffelt

Date Commission Expires 5-18-04

Notary Identification Number 1264198
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number NNAI
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration Burbank

Date 5-1-03

Signature (Firm name, if any)

GAIL COFFELT
Commission # 1264198
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2004

NNAI NNAI

25

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

03 1634472

On August 22, 2003 before me, Gail Coffelt, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G. Cottrell,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

1208
1102
RA 82

3

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: October 1, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/
Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment
and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Amendment to Regulatory Agreements Between the City of Burbank, the Burbank Redevelopment Agency and the Burbank Housing Corporation Governing Properties on West Elmwood

PURPOSE

The purpose of this report is to provide information for the City of Burbank and the Burbank Redevelopment Agency (hereinafter generally referred to as City/Agency) to consider terminating the Regulatory Agreement with the Burbank Housing Corporation (BHC) for 199 West Elmwood and including those conditions in an amended Regulatory Agreement governing ownership of 59 units sold to the BHC (153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue) under a Purchase and Sale Agreement. The intent of this action is to integrate the terms of occupancy and affordability into one master recorded document.

BACKGROUND

On November 30, 1999, the City/Agency approved a Purchase and Sale Agreement with the BHC for the disposition of 153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue. The sale of these 59-housing units plus the Achievement Center included various conditions restricting housing operations, e.g., occupancy, and affordability. On July 10, 2001, the City/Agency entered into an Affordable Housing Agreement to assist the BHC acquire and rehabilitate a six-unit apartment building at 199 West Elmwood Avenue and to amend and restate the Promissory Note for the earlier approved 59-unit BHC project on Elmwood to integrate the debt and revenue generated by the two projects on Elmwood.

R-2041
26,334
10-1-02

ANALYSIS

The Affordable Housing Agreement for 199 West Elmwood and the Purchase and Sale Agreement for other BHC-owned properties on West Elmwood each provide for a Regulatory Agreement that serves as the recording instrument for the covenants, conditions and restrictions placed on the BHC's property operations by the City/Agency for each project. While all the terms are identical for the two projects, occupancy and affordability restrictions are project specific and thereby unduly complicate BHC lease-up of units. This is a property management issue that would only increase should the BHC later acquire other properties on West Elmwood with each also generating a separate Regulatory Agreement. Consequently, staff is supporting the BHC's recommendation that the two Regulatory Agreements be melded together into one Regulatory Agreement that applies to both transactions, and that provides BHC with greater flexibility when leasing units. Staff is also recommending adjusting the occupancy standard to conform to recent transactions with the BHC. Following is a synopsis of the proposed amended Regulatory Agreement.

- **Occupancy and Affordability Requirements**

  Occupancy (also referenced as income restrictions) and affordability (rent restrictions) set forth in the Purchase and Sale Agreement (59-unit project) and the Affordable Housing Agreement (six-unit project at 199 West Elmwood Avenue) were recorded via a Regulatory Agreement for each project. The Regulatory Agreement for the purchase by BHC of the 59 Elmwood units distributed occupancy and affordability accordingly: 19 very low-income units, 20 lower-income units and 20 moderate- income units. Under the Regulatory Agreement (Section 4) for 199 West Elmwood, affordability and income covenants stipulate that three two-bedroom units will be HOME restricted for low-income households and the remaining three two-bedroom units will be affordable to moderate-income households.

  The amended Regulatory Agreement will combine the terms of the two aforementioned agreements as shown below.

Income/Rent Requirements	Regulatory Agreements		
	Elmwood (59-Units)	199 Elmwood	Amended Agreement
Very Low-Income/Set-Aside Rents	1		1
Very Low-Income/HOME Rents	18		18
Lower-Income/Set-Aside Rents	20		20
Lower-Income/HOME Rents		3	3
Moderate-Income/Set-Aside Rents	20	3	23
Totals	**59**	**6**	**65**

The Affordability Period in the Amended Regulatory Agreement will continue requiring income and rent restrictions to extend in perpetuity.

- **Property Maintenance**

  This section would be unchanged, except as it relates to occupancy standards described below. The BHC is required to maintain the Project in accordance with all applicable local codes, rehabilitation standards, ordinances and zoning ordinances as required by Section 92.251 of the HOME Regulations and at a standard of maintenance commensurate with similar housing units within Los Angeles County.

  An occupancy standard is imposed to guard against overcrowded conditions. The amended Regulatory Agreement reduces the maximum household size from an earlier limit of two persons per bedroom plus two additional persons (e.g., a two-bedroom unit would have a maximum household size of six persons) to two persons per bedroom plus one additional person (the same example for a two-bedroom would have a maximum occupancy of five persons). However, no residents as of the date of this amended Regulatory Agreement would be evicted from their apartment units if they do not meet the revised occupancy standards requirements.

  At the request of the Council and Agency, staff has attached a report regarding an alternative occupancy standard (Exhibit B) under the Uniform Housing Code of UHC (Section 503.2). The UHC provides for an occupancy standard tied the square footage of a unit; however, staff believes that the current standard of two persons per bedroom plus one person, which is patterned after federal housing quality standards, is a preferable requirement.

  The amended Regulatory Agreement would continue requiring periodic inspections and allow the City/Agency to abate property violation and attach a lien upon the Project or assess the BHC, if the BHC fails to maintain the Project. The City/Agency has authority to require replacement of a property manager due to poor performance and to approve another property manager or property management company.

- **Approval of Sale, Transfer or Assignment**

  This section remains unaltered. Covenants run with the land and all of the terms, covenants and conditions are binding upon the BHC and any "permitted" successors and assigns. The Project may not be sold, transferred, conveyed, encumbered to secure financial experience and capability, who would be required to assume the obligations of the BHC under the Agreement and would be considered a community housing development organization or CHDO.

FISCAL IMPACT

Amending the Regulatory Agreement for West Elmwood properties owned by the BHC will have no financial impact to the City/Agency.

RECOMMENDATION

City Council

Staff recommends that the City Council adopt the proposed resolution.

Redevelopment Agency

Staff recommends that the Redevelopment Agency adopt the proposed resolution.

EXHIBITS:

A Amended Regulatory Agreement
B Occupancy Standard Memorandum

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of _____, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement"), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

a. For Very Low Income Households: the lesser of (a) One-Twelfth (1/12th) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

To City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Community Development Director

To Nonprofit: Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

_____
Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

_____
Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Michael J. Garcia, Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: October 1, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/ Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Occupancy Standards

At the August 27, 2002 joint meeting of the Council and Agency, staff was instructed to return with information regarding an alternative occupancy standard predicated upon the square footage of a unit. In recent years, the Agency has established an occupancy standard in all projects it assists that limits the number of household members to two persons per bedroom plus one additional member, which meets the federal Housing Quality Standards or HQS definition under 24 CFR.982.401 (d)(2)(iii). The U. S. Department of Housing and Urban Development (HUD) requires that a Housing Authority administering HQS must "provide for the smallest number of bedrooms needed to house a family without overcrowding" and comply with HQS space requirements, which stipulates that "The dwelling unit must have at least one bedroom or living/sleeping room for each two person."[1]

As with many jurisdictions, the Agency (and the City's Housing Authority) has increased the HQS minimum standard to allow an additional household member. In addition to not reducing the HQS standard below HQS occupancy limits, this measure also accommodates households with children of differing genders, while also staving off any fair housing concern about the Agency dictating housing choices.

---

[1] *(d) Space and security-- (1) Performance requirement. The dwelling unit must provide adequate space and security for the family.*
(2) Acceptability criteria.
(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

EXHIBIT B

Occupancy based on a unit's square footage (as compared to the number of bedrooms as used under the current City/Agency occupancy standard) is codified in the Uniform Housing Code or UHC (Section 503.2), which sets forth the following definition of the number of permitted occupants in a dwelling:

> Dwelling units and congregate residences shall have at least one room, which shall not have less than 120 square feet of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet for each occupant in excess of two.

Under the UHC, 70 square feet of living space exclusive of the kitchen and each bathroom is required for two persons, while a minimum of 50 square feet is needed for each additional occupant. The maximum occupancy is then determined by subtracting 70 square feet from the unit's total square footage, subtracting the square footage of the kitchen and each bedroom and then dividing the remaining square footage (the habitable area) by 50.

Occupancy under the UHC is a variable, sometimes confusing standard that too often legitimizes overcrowding. Following are two examples of UHC standards that help illustrate the methodology used under the UHC to calculate maximum occupancy.

One-Bedroom/One-Bath Unit *487 Square Feet*	*Total Occupants*	Two-Bedroom/Two-Bath Unit *932 Square Feet (SF)*	*Total Occupants*
Bedroom equals 120 SF (70 for first two persons and 50 SF for third person)	3	First bedroom equals 120 SF (70 for first two persons and 50 SF for third person)	3
487 SF minus 120 SF (Bedroom) minus 50 SF (Bath) minus 100 SF (Kitchen) equals 217 SF/50 SF	4	932 SF minus 120 SF (First Bedroom) minus 100 SF (2 Baths at 50 SF each) minus 100 SF (Kitchen) equals 612 SF/50 SF	12
Total Maximum Occupants	**7**	**Total Maximum Occupants**	**15**
Current Maximum Occupancy	**3**	***Current Maximum Occupancy***	**5**

Using this calculation, a sampling (Attachment A) of Burbank Housing Corporation (BHC) units would suggest the following occupancy limits:

Property Address	Maximum Occupancy					
	One Bedroom/One Bath		Two Bedroom/One Bath		Three Bedroom/Two Bath	
	UHC	Current Standard	UHC	Current Standard	UHC	Current Standard
W. Elmwood Apts. (averaged)	13	3	14	5	NA	NA
237 West Verdugo	10	3	NA	NA	NA	NA
257 West Verdugo	NA	NA	16	5	NA	NA
241 West Verdugo	14	3	NA	NA	NA	NA
220 West Tujunga	7	3	NA	NA	15	7

There is a plethora of issues that must be addressed if the Agency opts for a standard that links maximum occupancy to a unit's square footage (UHC) rather than to one based upon persons per bedroom (housing quality standards or HQS).

- *Site Constraints.* Many of the projects the Agency assists the BHC to acquire have limited on-site parking, often one space per unit. Increasing the number of occupants creates greater demands for parking that will spill off-site.

- *Property Maintenance.* The quintessential issue is to ensure Agency assisted properties are maintained appropriately. In doing so, the Agency specifically avoided a standard that allows for an excessive number of occupants, one that far exceeds the normal wear and tear on residential units and resultantly escalates maintenance costs.

- *Service Costs.* Fire Department staff's perception is that increasing the number of occupants adds to the calls for service for safety services; "Responses or call volume is directly linked to population numbers." As density increases, there typically is a corresponding increase in the volume of calls for service. Fire Department staff observed that,

  > There are more incidents of fires and medical emergencies among [residents] in overcrowded multiple dwellings. Occupancy units designed to accommodate a family unit, for instance, of 2-6 people become overtaxed when that usage swells to twice that number. Kitchens designed to accommodate cooking requirements for 2-6 people will have increased risks do to the added usage.

- *Occupancy Determination/Monitoring.* The contorted calculation used to determine occupancy under the UHC would make the initial determination and subsequent monitoring of units more difficult than the current standard. The

UHC standard will also create differing occupancy limits subject to unit configuration that can result in a number of anomalies as illustrated below.

- A household may find in that it meets occupancy standard in one unit and not in another unit with the same number of bedrooms due to the differing square footage.
- A household could occupy a unit with more square footage but with less bedrooms but not qualify for another unit with more bedrooms but with less square footage.
- Two households of identical size can apply for two units with comparable number of bedrooms, one household meeting the occupancy limit and the other household not meeting the occupancy limit again due to the square footage of the units.

- *Public Perception.* Overcrowding and substandard housing are interrelated terms often associated with poorly maintained projects. The Agency should balance the need to house larger households with public confidence that Agency assisted projects improve, not erode, housing conditions. This point was emphasized recently when Agency staff frequently had to assure residents surrounding the Peyton-Grismer neighborhood that the proposed acquisition/rehabilitation project at 1801-1819 Grismer Avenue would improve housing conditions and reduce overcrowding.

RECOMMENDATION

Staff recommends the Agency retain the current occupancy standard of two persons per bedroom plus one additional household member.

Occupancy standard.doc

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12/02/25 AT 09:42AM

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THIS FORM IS NOT TO BE DUPLICATED

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Housing Director

26060290

Batch Number: 15657746

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT
(Phase 1 - 2025 Master Loan Amendment)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT is entered into as of ~~January~~ September 22, 2025 among the Housing Authority of the City of Burbank , a public body, corporate and politic (the "Authority") , the City of Burbank, a municipal corporation and charter city ("City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Properties

listed in Attachment No. 1 with prior recorded instrument numbers and/or legal descriptions (collectively "Subject Properties")

R E C I T A L S

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at the Subject Properties. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Subject Properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Subject Properties.

G. The parties further modified restated, and replaced in its entirety, the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority

Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. The Subject Properties include Twenty Four (24) projects, which in turn oftentimes involved multiple parcels. Each individual parcel is subject to a regulatory agreement, separate for City or Authority, which restricts certain units to be affordable for a specific time period and is recorded in the official records of the Los Angeles County Recorder's Office (the "Original Regulatory Agreement"). The Original Regulatory was modified after adoption and amendment of the Loan Agreement in 2006-7 to reflect changes by the Loan Agreement as amended and in 2010 to reflect a modification requested by Developer (collectively "Regulatory Agreement"). Those legal descriptions or instrument numbers for the recorded documents of the Original Regulatory Agreement and the two amendments thereto are set forth in Attachment No 1.

I. The Regulatory Agreement is now further being amended by the Third Amendment in conjunction with the terms set forth in the A&R MLA, specifically the extension of affordability covenants to April 1, 2080.

J. As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted from this global amendment.

K. Intentionally excluded from this global amendment is the property referenced in the A&R MLA as Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement for Project No. 8 required, among other things, specific affordability requirements together with operation of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment: This Third Amendment modifies each individual regulatory agreement for each property identified in Attachment No. 1 as Subject Properties as follows.

    a. Extension of Affordability Covenants. This Third Amendment extends the affordability covenant period as to Subject Properties for fifty-five years and three months commencing upon January 1, 2025 to April 1, 2080.

    b. Conforming to A&R MLA. This Third Amendment amends the Regulatory Agreement for each property identified in Attachment 1 to conform it to any conflicting term in the A&R MLA, and any term in a future amendment to A&R MLA.

2. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement remain the same and the Regulatory Agreement remains in full force and effect.

3. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement as amended by this Third Amendment, and that the Regulatory Agreement with this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

4. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

5. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Properties by Instrument No. 06-2369323, and as amended and restated by Instrument No. 20250809610, recorded on November 17, 2025.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. The Regulatory Agreement as amended by this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement as amended by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
~~CMC~~, ~~Secretary~~ Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
~~CMC~~, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: Chris T. Welker
Name: Chris T. Welker
Its: President

ATTACHMENT NO. 1

"SUBJECT PROPERTIES" are:

TO BE INSERTED

LEGAL DECRIPTIONS -EXHIBIT A- Regulatory Agreement

Property #1 **2331-2333 North Fairview, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2464-005-073

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 **3000-3006 Thornton Avenue, Burbank,CA**
(recorded in Instrument No. 06-2369323)
APN 2464-005-036

LOT 194 AND A PORTION OF LOT 195, OF TRACT NO. 9443, IN THE CITY OF BURBANK,COUNTY Of LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 ,PAGE 5 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDEROF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194 AND THE EASTERLY 44.00 FEET OF LOT 195 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED SEPTEMBER 5, 2003 AS INSTRUMENT NO. 03-2591270, OFFICIAL RECORDS.

Property #3 **West Elmwood Avenue (199 W. Elmwood Ave., together with 153,158-159,164-165, 170-171, 188, 194 W. Elmwood, Burbank, CA)**
(recorded in Instrument No. 06-23269323)
APNs 2451-001-021; 2451-001-052; 2451-001-053; 2451-001-054; 2451-001-055; 2451-001-056; 2451-001-057; 2451-001-058

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF

40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97 ° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1 IN TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #4 **1721 Elliot Drive, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2468-013-022

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 **3030 Thornton Avenue, Burbank, CA**
(recorded in Instrument No. 2369323)
APN 2464-005-037

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY

OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 **1819 Grismer,**
(Formerly known as 1801-1815 Grismer, Burbank, CA
1819 Grismer Burbank, CA
and 1729-1735 Elliot, Burbank, CA)
(recorded in Instrument No. 20120419278)
APN 2468-013907

Weisswasser Property

Those portions of Lots 18, 19, and 20 of Tract 3097 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 32, Page 12 of Maps, records of said county and more particularly described as follows:

Lots 18 and 19 except the following described portions:

Beginning at the southeast corner of Lot 18 then along the south line of said Lot, N 89° 31' 40" W 367.00 feet; then N 0° 28' 60" W, parallel with the west line of said tract, 41.50 feet; then S 89° 31' 40" E 185.00 feet; than N 0° 28' 50" W 68.50 feet to the south line of Lot 19; then continuing N 0° 28' 50" W 14.50 feet; then S 89° 31' 40" E, parallel with the south line of Lot 19, 163.82 feet to the west line of Grismer Avenue, 60.00 feet wide; then along said west line in a curve concave to the west, having a radius of 1631.52 feet, 116.29 feet to the Point of Beginning.

Lot 20 except the following described portions:

The westerly 100 feet;

Beginning at the northeast corner of Lot 20, then S 14° 27' 30" E along the westerly line of Grismer Avenue, 60.00 feet wide, 51.74 feet; then N 89° 31' 40" W 162.50 feet; then N 0° 28' 50" W, parallel with the west line of said Tract, 50.00 feet to the northerly line of Lot 20; then S 89° 31' 40" E along said northerly line 150 .00 feet to the Point of Beginning.

Reinoso Property

Parcel 1:

Lot(s) 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 Page(s) 21, of Maps, in the office of the County Recorder of said County.

Parcel 2:

That portion of Lot(s) 20 of Tract No, 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point In the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot a distance of 50 feet to a point; thence north and parallel with the west line of said Lot 20 to a point in the north line of said Lot: thence West along the north line of said Lot; a distance of 50 feet to a point thence South in a direct line to the Point of Beginning.

Parcel 3:

That portion of Lot(s) 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said lot to a point in the north line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20 to the Point of Beginning, the southwest corner.

Parcel 4:

Lot(s) 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 page(s) 21, of Maps, in the office of the County Recorder of said County.

Exhibit A

All that certain real property situated in the City of Burbank, County of Los Angeles, State of California, and is described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County.

Beginning at the northeast corner of said Lot 20; thence South 14° 27' 30" East, along the easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 00° 28' 50" West 50 feet to the north line of said Lot 20; thence South 89° 31' 40" East along said northerly line, 150 feet to the Point of Beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the northerly line of the southerly 33.93 feet of said Lot 19; thence easterly along said northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58. 70 feet, more or less to the Point of Beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the northerly line of said Lot 20, distant along said northerly line North 89° 31' 40" West 150 feet from the

northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet, thence South 0° 28' 20" West 116.07 feet to the northerly line of the southerly 33.93 feet of said Lot 19; thence along said last mentioned northerly line South 89° 31' 40" East 192.27 feet, more or less, to a point in the westerly line of Grismer Avenue, 60 feet wide, being a curve concave westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence southerly along said curve an arc distance of 11.57 feet; thence along the northerly line of the southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the easterly line of the westerly 106.75 feet of said Lot 19; thence along said easterly line North 0° 28' 50' West 77.38 feet to the southerly line of said Lot 20; thence along said southerly line North 89° 31' 40" West 6.75 feet to the easterly line of the westerly 100 feet of said Lot 20; thence along said last mentioned easterly line North 0° 28' 50" West 100 feet, to the northerly line of said Lot 20; thence along said last mentioned northerly line South 89° 31' 40" East 175 feet to the Point of Beginning.

Parcel 4:

The westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, together with the northerly 11.31 feet of the southerly 22.62 feet of that portion of said Lot 19 lying easterly of the easterly line of said westerly 106.75 feet of Lot 19.

Parcel 5:

The easterly 230.92 feet of the westerly 337.67 feet of Lot 18 and the southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, lying easterly of the easterly line of the westerly 106.75 feet of said lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot 20 to a point in the north line of said Lot; thence West along the north line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the Point of Beginning.

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot, to a point in the North line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20, to the Point of Beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

Property #7 **2325 and 2335 Fairview Street, Burbank, CA**
(recorded in Instrument No. 04-0057445)
APN 2464-005-031; 2464-005-033

The property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8A **Intentionally Deleted**

Property #8B **Intentionally Deleted**

Property #9 **220 W. Tujunga Avenue, Burbank, CA; 237, 241-243 and 257 W. Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2451-018-022
APN 2451-018-009; 2451-018-082; 2451-019-001

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

241-243 West Verdugo Avenue

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 **1902 Keeler Street Burbank, CA.**
Intentionally Deleted. This property was removed and released from the MLA in 2009, after Council approved the Keeler Elliott Homeownership project, and refinanced this note.

Property #11 **313 and 427 W. Valencia Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2451-032-902; 2451-031-901

313 West Valencia Avenue

LOT 14 OF TRACT NO. 8153, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 115, PAGE(S) 77 AND 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

427 West Valencia Avenue

LOT 10 OF TRACT NO. 5370, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 121 PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

Property #12 **157 West Linden Avenue, Burbank, CA and 160 West Elm Court &159 West Linden Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN 5625-002-017; 5625-002-018

157 West Linden Avenue

THAT PORTION OF LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48° 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80° 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60° 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8° 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25° 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT HOWEVER THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OF SAID LAND THEREFORE.

<u>160 West Elm Court &159 West Linden Avenue</u>

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

Property #13 **261 West Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 2007-0194388)
APN 2451-019-003

The real property in the City of Burbank, County of Los Angeles, State of California, described as

Lot 3 of Tract No. 5695 as per Map recorded in Book 61, Page 92 of

Maps, in the Office of the County Recorder of Los Angeles County, California

Property #14 **2219 and 2329 North Niagara St., Burbank, CA**
(recorded in Instrument No. 20220114597 and 20070194389)
APN 2464-006-007; 2464-005-008

2219 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 130 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

2329 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 146 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #15 & 17 **2406 North Naomi Street, Burbank, CA;**
2615 Thornton Avenue, Burbank, CA
(legal recorded in Grant Deed Instrument#20091549683)
APN 2466-015-070

2406 North Naomi

LOT 72 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREROF.

2615 Thornton Avenue

LOT 73 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Excepting Therefrom that portion of said Lot 73 described as follows;

Beginning at a point on the Westerly line of said Lot 73 distant North 0° 08° West 14.95 feet to the Southwesterly corner of said Lot 73; thence along the Southerly line of said Lot 73 South 89° 42° East 14.95 feet to a point of cusp; thence Westerly and Northerly along a curve concave Northeasterly having a radius of 15.00 feet, a distance of 23.51 feet to a point of beginning, as described in a deed to the City of Burbank, recorded July 29, 1976 as Instrument No. 76-4275 of Official Records.

Property #16 **275 W. Verdugo, Burbank, CA**
(recorded in Instrument No. 2009-0050394)
APN 2451-019-053

PARCEL 1:

THAT PORTION OF LOT THREE (3) IN BLOCK EIGHTY-SEVEN (87) OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 15 ET SEQ., AND IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VERDUGO AVENUE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF CRESCENT STREET, AS SHOWN ON THE MAP OF THE FAXON TRACT, RECORDED IN BOOK 14, PAGE 40 OF MAPS; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 218 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 218 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHEASTERLY 30 FEET THEREOF INCLUDED IN VERDUGO AVENUE.

PARCEL 2:

LOT 4 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE SOUTHEASTERLY ONE HALF OF THAT PORTION OF THE 15 FOOT ALLEY SHOWN ON THE MAP OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 4 OF SAID TRACT, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED JULY 17, 1984 AS INSTRUMENT NO. 84-352644, OFFICIAL RECORDS.

EXCEPT FROM PARCELS 1, 2 AND 3 (TO THE EXTENT NOW OR HEREAFTER VALIDITY EXCEPTED AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD) ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAT 500 FEET BELOW THE SURFACE TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID SITE LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID SITE OR ANY PORTION OF SAID SITE WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD.

Property #18 **225 W. Linden Avenue, Burbank, CA**
(recorded in Grant Deed Instrument No.20101203467)
APN 5625-013-013

The real property in the City of BURBANK, County of Los Angeles, State of California, described as:

THE SOUTHWEST 50 FEET OF LOT 15 OF TRACT NO. 8190, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 87 PAGES 79 THROUGH 81 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #19 **2234 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No. 20101872778)
APN 2464-007-024

LOT 79 OF TRACT NO. 9443 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #20 **2223 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No.20110729681)
(Formerly known as 2223-2235 N. Catalina Street)
APN# 2464-007-061

Lots 87, 88, 89 and 90 of Tract No. 9443, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of said County.

Property #21 **2300 Niagara St, Burbank, CA**
(recorded in Grant Deed Instrument No. 20121665457)
APN 2464-008-047

Lot 118 of Tract No. 9443 as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #22 **1108 W. Angeleno Avenue , Burbank, CA and 1101 W. Verdugo Avenue, Burbank, CA**
(legal recorded in Instrument No. 20131233234)

1108 W. Angeleno Avenue: APN 2446-029-026

Lot 27 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

1101 W. Verdugo Avenue: APN 2446-029-027

Lot 43 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

Property #23 (no new legal- part of Property #3)

Property #24 **1932 N. Ontario, Burbank, CA**
(recorded in Grant Deed by Instrument No. 20180335891)
APN 2463-011-012

Lot 12 of Tract No. 15399, in the City of Burbank, County of Los Angeles, State of California, as per map recorded In Book 410, Pages 35 and 36 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Easterly 20 feet, measured at right angles from the Easterly line thereof.

Property# 25 **2300 N. Fairview, Burbank, CA**
(legal recorded in Instrument No. 20181152020)
APN 2464-005-024

LOT 162 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 22, 2025 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Chris T. Welker,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 24, 2025 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Justin Hess,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

275 East Olive Avenue
P.O. Box 6459
Burbank, CA 91510-6459
Attn: Housing Director

No recording or document fee pursuant to Government Code Section 27383 and Revenue and Taxation Code Section 11922

APNS: 2451-018-022; 2451-018-009; 2451-018-082; 2451-019-001

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)
(

MODIFICATION AGREEMENT
(Project No. 9, Verdugo Activity Center, 241 W. Verdugo Avenue)

THIS MODIFICATION AGREEMENT (the "Modification Agreement") is entered into as of _____ 2026 (the "Effective Date") among the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority") as successor to the housing assets and duties of the dissolved Redevelopment Agency of the City of Burbank (the "Agency"), the **CITY OF BURBANK**, a municipal corporation and charter city (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit public benefit corporation ("BHC"). The Authority, the City, and BHC are each referred to as a "Party", and collectively are referred to as the "Parties".

RECITALS

A. BHC is the owner of certain property located at 220 W. Tujunga Avenue, 237, 241-243 and 257 W. Verdugo Avenue, Burbank, California and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). BHC desires to change the use of the activity center space currently located on the Property at 241 W. Verdugo Avenue (the "Activity Center Space") to one (1) moderate income 2 bedroom/1 bath residential unit no later than January 1, 2028.

B. The Agency and BHC entered into a Loan Agreement which consolidated the previous Agency and City loans on the Property (the "Loan Agreement"). The City, the Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008, which combined the loans made by the City and Agency for the Property and other properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project (the "MLA"). On January 14, 2025, the Authority, the City and BHC entered into the Amended and Restated Master Loan Agreement (Phase 1) which

amended and restated in their entirety the Loan Agreement (as amended), promissory note (as amended), deed of trust (as amended), MLA, and other agreements related to Property and twenty-three other properties (the "2025 MLA").

C. In connection with the Loan Agreement, BHC, the City and the Agency entered into a Regulatory Agreement dated as of June 16, 2004 (the "Regulatory Agreement") and recorded on the Property as Document No. 2005-1068729 in the Official Records of the County of Los Angeles (the "Official Records"). The Regulatory Agreement was amended by Amendment No. 2 to Affordable Housing Agreements and Related Regulatory Agreements dated as of September 23, 2010 (the "Global Amendment No. 2"), and the related Regulatory Agreement Amendment dated as of September 23, 2010 and recorded on the Property on October 19, 2010 as Document No. 20101493655 in the Official Records (the "Global Regulatory Agreement Amendment"). The Regulatory Agreement and the Global Regulatory Agreement Amendment were amended by that Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Amendment) dated as of September 22, 2025 and recorded on the Property on December 2, 2025 as Document No. 20250862074 in the Official Records (the "Third Regulatory Agreement Amendment").

D. The Parties now desire to modify the Loan Agreement, the 2025 MLA, the Regulatory Agreement, the Global Amendment No. 2, the Global Regulatory Agreement Amendment, the Third Regulatory Agreement Amendment and any and all documents by or among any of the Parties related to Property in Burbank, California (the "Verdugo Documents") attached as Exhibit B to permit the conversion of the Activity Center Space to one (1) moderate income 2 bedroom/1 bath residential unit.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Defined Terms. All capitalized terms not defined in this Modification Agreement shall have the meanings ascribed to them in the 2025 MLA.

2. Conversion of Use. The Parties agree that BHC can cease the use of the Activity Center Space as an activity center as of June 2026 and thereafter renovate the Activity Center Space as one (1) 2 bedroom/1 bathroom residential unit to be occupied by and rented at Affordable Rent (as defined in the Regulatory Agreement) by a household that meets the qualifications to occupy a Moderate Income Unit (as defined in the Regulatory Agreement) no later than January 1, 2028. BHC is not requesting financial assistance from the City or the Authority for this renovation.

3. Amendment of 2025 MLA. Effective as of the Effective Date unless otherwise noted below, the 2025 MLA is hereby amended as follows:

(a) The last three sentences of Recital E are hereby deleted.

(b) The words "and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects" are hereby deleted from Recital I.6.

(c) The second sentence of Recital I.8 reading "An activity center serves the neighborhood" is hereby deleted.

(d) The fourth sentence of Recital I.9 reading "An activity center serves the neighborhood" is hereby deleted.

(e) Effective as of January 1, 2028, the text in (d) of the definition of "Operating Expenses in Section 1.2 reading "specific expenses required in the operation of on-site activity centers" is replaced with "INTENTIONALLY DELETED".

(f) The words "activity centers and" are hereby deleted from Section 1.9.

4. Amendment of the Global Amendment No. 2. Effective as of the Effective Date unless otherwise noted below, Global Amendment No. 2 is hereby amended as follows:

(a) The last three sentences in Recital D of Global Amendment No. 2 are hereby deleted.

(b) The second sentence in Recital N is hereby deleted.

(c) The second sentence in Recital O is hereby deleted.

5. Amendment of the Regulatory Agreement. Effective as of the Effective Date unless otherwise noted below, the Regulatory Agreement is hereby amended as follows:

(a) Effective as of January 1, 2028, Section 3.D. is replaced as follows:

> "D. The Developer agrees to make available, restrict occupancy to, and lease three housing units (including at least one (1) 2 bedroom/1 bathroom unit) within the Property to households that do not exceed one hundred twenty percent (120%) of Los Angeles County median income, adjusted for family size, as established and amended from time to time by the California Department of Housing and Community Development ("HCD"), at the time of initial occupancy of the housing unit, at an Affordable Rent (the "Moderate Income Units")."

(b) All references related to rent and income level requirements of the CDBG and HOME programs or regulations are hereby deleted as the CDBG and HOME affordability periods required by the United States Department of Housing and Urban Development have expired.

6. References to Activity Center. All references to the activity center are hereby deleted from the Verdugo Documents.

7. Deletion of CDBG and HOME references. All references related to rent and income level requirements of the CDBG and HOME programs or regulations are hereby deleted from the Verdugo Documents as the CDBG and HOME affordability periods required by the United States Department of Housing and Urban Development have expired.

8. Full Force and Effect. Except as set forth in this Modification Agreement, the Verdugo Documents remain unmodified and are in full force and effect.

9. Exhibits and Attachments Incorporated**.** All exhibits and attachments referred to in this Modification Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Modification Agreement and any of the terms of any exhibit or attachment to this Modification Agreement, the terms of this Modification Agreement shall control the respective duties and liabilities of the parties hereto.

10. Successors and Assigns. This Modification Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

11. California Law. This Modification Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Counterparts. This Modification Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Authority, City and BHC have executed this Agreement as of the Effective Date.

"AUTHORITY"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Justin Hess, Executive Director

Attest:

_____
Kimberley Clark, City Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Justin Hess, City Manager

Attest:

_____
Kimberley Clark, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

By: _____

"BORROWER"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

[***Signatures to be acknowledged by notary]***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Exhibit A

Legal Description of the Property

That certain real property situated in the City of Burbank, County of Los Angeles, State of California, and described as follows

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

241-243 West Verdugo Avenue

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is entered into this 2nd day of January, 2007, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a municipal corporation and charter city, and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Borrower or BHC").

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve 202 units of low-to-moderate income tenants/owners. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, BHC entered into an affordable housing agreement with the City and Agency to assist in the rehabilitation of 2331-2333 North Fairview Street, then improved as a single family home and a three unit apartment. The City provided a loan up to $200,000 at three percent (3%) interest of HOME funds to be paid out of residual receipts and the Agency provided a loan in the amount of $126,930 also at three percent (3%) interest. Hereafter referred to as either "Property No. 1 or Project No.1".

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and manage a then duplex and two unit apartment located at 3000-3006 Thornton Avenue (hereafter referred to as either "Property No. 2 or Project No. 2"), with financial assistance by the Agency and City. The Agency lent $366,000 to BHC which was to be repaid by an $18,516.84 annual payment beginning on April 1, 2003 until paid, although the balance is due April 1, 2033. The Agency Note for Project No.2 bears interest at the rate of three percent annually. A deed of trust in first position on the Project No. 2 secures the note. The City lent HOME funds in an amount up to $150,000, which would be forgiven, unless BHC commits a material default of the note, deed of trust or regulatory agreement, and fails to cure such default. In the event of an uncured default, the note is accelerated and due in full.

G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and manage real property located at 199 West Elmwood Avenue which was then improved with a six-unit apartment building. The transaction also consolidated the prior purchase agreement obligations entered into on November 30, 1999 concerning the acquisition of 153, 158-159,164-165, 170-171, 188, 194 Elmwood. The consolidated Promissory Note to the Agency was for $3,007,265.48. This Elmwood project is collectively referred to as either "Property No. 3 or Project No.3". Under the terms of the consolidated Promissory Note to the Agency, BHC is to make annual payments based on 100% of the residual receipts of the combined Elmwood projects, as narrowly defined in the note. The Agency would then share as BHC's annual payment to the City an amount equal to 20% of the annual residual receipts received from BHC. The note accrued no interest, and the first payment was to be made April 1, 2002, with the remaining balance due on November 30, 2029. As part of this refinance, the $100,000 for Child Care Fee Loan is to be repaid to the Agency. The Agency shall, pursuant to the terms of a Cooperation Agreement dated July 16, 2003, repay the City that $100,000.

H. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and management of 1721 Elliot Drive, then improved with an eight unit apartment. Under the terms of the affordable housing agreement, the City agreed to loan BHC $550,000, a portion from CDBG, and a portion from HOME funds. Under the terms of the promissory note, 55% of the annual residual receipts would be deposited to the CDBG fund, and 45% of the annual residual receipts would be deposited in the HOME fund. Annual residual receipts are owed each April 1 commencing on April 1, 2004, until paid in full, but in no event, no later than April 1, 2034. Sec. 209.1 of the AHA, BHC agreed to not seek a property tax exemption, notwithstanding its non-profit status. The Elliot project is hereafter referred to as either "Property No. 4 or Project No. 4". This refinancing will allow BHC to seek a property tax exemption. This provision was amended in the Amended Affordable Housing Agreement, in March 2006.

I. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue, which was then improved with a single family dwelling. The Agency provided a loan to BHC in the amount of $290,000 to fund certain costs of the project. The loan was divided into two notes. One note was for $57,200 accruing interest at 3% per annum, amortized over thirty years beginning April 1, 2005. The second note, in the amount of $232,800 is deferred (subject only to a material default), and was to be forgiven in full on the 55th year anniversary of the date of the note. In Sec. 209.1 of the affordable housing agreement, BHC agreed to not seek a property tax exemption, notwithstanding its non-profit status. The Amended Affordable Housing Agreement, in March 2006, eliminated that prohibition. The 3030 Thornton Avenue project is hereafter referred to as either "Property No. 5 or Project No. 5".

J. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement whereby BHC agreed to rehabilitate and then lease the property at 1801-1815 Grismer Avenue, 1819 Grismer Avenue and 1729-1735 Elliott Drive. As part of the DDA, the Agency provided BHC a loan of $3,441,000 for the rehabilitation of existing structures and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects. The loan payments were to begin when the construction is completed, and continue for 55 years thereafter. BHC was obligated to obtain some third party financing from a private lender once the project is complete, and those funds shall be paid to the Agency. This private loan requirement was eliminated through the refinancing. Any remaining amounts shall be repaid out of residual receipts, subject to debt service for that private loan. Once the Agency note is repaid, the rent (which was $1/yr.) requires payments on April 1 which shall be equal to 100% of the residual receipts of the project, as defined in the lease (sec. 5.2). It is the intent of the parties to amend the Loan Agreement and related Promissory Note and to incorporate those amended terms into the Lease Agreement automatically. The aforementioned project is hereafter referred to as either "Property No. 6 or Project No. 6".

K. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven units at 2325 and 2335 Fairview Street. The City provided a loan to BHC in the amount of $1,080,000 of HOME funds, which principal will be forgiven (subject to acceleration if uncured material default occurs) at the 55th anniversary of the date of the note (hereafter referred to as either "Property No. 7 or Project No. 7").

L. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement whereby Agency provided a loan of $3,143,000 to fund the acquisition, rehabilitation and management of the property located at 2321 North Fairview Street and 2321-2323 North Catalina Street and related relocation costs for displaced households. The loan accrues 3% interest per year over fifty-five (55) years, and is to be repaid by BHC in an amount equal to 50% of the residual receipts from the property, commencing on April 1, 2006, until the loan is repaid, but in no event, no later than April 1, 2061. An activity center serves the neighborhood. It is the intent of the parties to amend the Loan Agreement and related Promissory Note and to incorporate those amended terms into the Lease Agreement automatically. This project is hereafter referred to as either "Property No. 8 or Project No. 8".

M. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood, as to 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. The restructured debt included Agency lending funds in the amount of $1,255,200 to allow BHC to pay off certain private financing. A new private loan was obtained, and that amount was repaid to the Agency, remaining obligations to the Agency and City are to be paid out of residual receipts (100%) during the next 55 years (but in no event later than April 1, 2060) after debt service is paid to the conventional lender. The Agency/City loans involved over five separate notes. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as either "Property No. 9 or Project No. 9".

N. On July 19, 2005, BHC entered into an affordable housing agreement with the Agency whereby the Agency agreed to lend BHC $384,000 from the Housing Fund to assist in the acquisition of the property located at 1902 Keeler Street. The loan, which is subordinate to a first deed of trust securing a loan by a private lender, will be forgiven at the end of 55 years, as long as no

material default has occurred. The Keeler project is hereafter referred to as either "Property No. 10 or Project No. 10."

O. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC for the property located at 313 and 427 West Valencia Avenue, which documents allowed for administrative amendments to the documents to make that transaction consistent with the revised documents related to this refinancing. The aforementioned property is hereafter referred to as either "Property No. 11 or Project No. 11".

P. The properties located at 157 West Linden Avenue and 160 West Elm Court are collectively referred to as either "Property No. 12 or Project No. 12".

Q. With the exception of Projects No. 6 and 8, BHC has performed all of its obligations under the affordable housing agreements (the "AHAs") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual Regulatory Agreements exclusive to each property. The Regulatory Agreement for Projects 1-10 is being amended herein.

R. The Agency and BHC further desire to amend the Loan Agreement for the Agency to grant BHC funds from the Agency's Low and Moderate Income Housing Fund, established pursuant to Health and Safety Code Section 33433.3, to pay off BHC's preexisting conventional debt and replace it with a new Agency Loan as to Property Nos. 3, 4, 7, 9, and 10. The corresponding note for each of these properties shall be increased to assure the pay off amounts.

S. Pursuant to each of individual AHAs, BHC has executed Promissory Notes in favor of the City to repay loans made under each AHA of either federal HOME funds (HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, et seq.), or CDBG funds (Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §5301 et seq.) ("City Note"), and/or in favor of the Agency to repay a loan from the Agency's Low and Moderate Income Housing Fund established pursuant to California Health and Safety Code Section 33433.3 (the "Agency Note"). The Agency Note and City Notes are referred to herein collectively as the Agency/City Notes. Agency, City, and Borrower desire to amend the Agency/City Notes to make the terms of said notes consistent and concurrent.

T. With respect to Projects No. 6 and 8, the changes attached hereto shall act as an amendment to the DDA and AHA respectively, where necessary to incorporate the changes of the attached Promissory Note and Loan Agreement, which otherwise would be inconsistent with the original terms.

U. The parties desire to restructure the debt on Projects No. 3, 4, 7, 9, 10 by paying off the existing permanent financing on the property with an increased loan from the Agency in the respective amounts of approximately $300,000, $346,200, $393,400, $525,600, $99,300, with BHC, and the remainder of the Agency Loan to be repaid by Residual Receipts (as defined herein and in the attached Promissory Note). Further, conversion of certain Agency Loans which required fixed annual payments are to be converted to residual receipt loans, specifically for Property Nos. 1, 2 and 5.

V. The Parties further desire to amend the regulatory agreement on each respective property (hereinafter, the "Amended Regulatory Agreement,"). The purpose of the amendment is to

modify any provisions which define residual receipts in any way inconsistent with this Loan Agreement.

NOW, THEREFORE, the Agency, City and BHC (hereafter the Borrower) hereby agree as follows:

1. **Loans for individual properties.** In order for the Agency to increase its loan on certain properties, the Promissory Notes in favor of the Agency, and those in favor of the City, applicable to the Project Nos. 1-10 shall be amended and restated to conform to this Loan Agreement. Property No. 11 provided for administrative changes to the note to make it consistent with this agreement. Property No. 12 already provided that security relative to that transaction would be wrapped into the blanket deed of trust. This Loan Agreement amends each separate loan agreement, where such existed, or other applicable document, and to the extent that this agreement is inconsistent with any prior one affecting the aforementioned Projects, this agreement shall prevail. As consideration for the refinancing, all of the separate loans shall be treated as one; therefore, a default on one Note can result in a default on all twelve (12) Notes; which can result in the Agency or City exercising foreclosure rights on all twelve of the Projects. Accounting shall be maintained for each individual property (Project Nos. 1 through 11) in compliance with this Amended Loan Agreement. The project specific deed of trusts shall be released and one new Deed of Trust shall secure all properties collectively (hereafter "Properties"). All loans from the Agency and from the City are now subject to the following terms as set forth below.

1.1 **Repayment of Amended Loan.** The Borrower's obligation to repay the Amended Agency Loan and the Amended City Loan shall be set forth in each Amended and Restated Promissory Note attached as Exhibit "A-1 through A-10" hereto, which is incorporated herein by reference. The term of all of the Notes shall be for fifty-five (55) years after the execution of the Amended and Restated Promissory Note (hereafter Note or Notes). Any balance of the Note shall be due on the anniversary date in the 55th year. The Notes shall commence immediately, and as to the Notes securing Agency loans, the first residual receipt compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full. Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note.

1.2 **Definitions.** As used in this Loan Agreement the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Borrower corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and consistent to the mission statement and goals of Borrower in accordance with Articles of Incorporation and By-laws.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation,

Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve which shall be determined on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve account, and to the operating reserve account shall be determined by the Agency Assistant Executive Director each Jan. 1. For the January 1, 2007 budget, the capital reserve shall be $300/unit, and the operating reserve shall be $200/unit, unless otherwise modified by parties. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs" (if any).

1.3 Annual Budget Process Required. No later than January 1st of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. With respect to consideration of Approved General Administrative Costs, the Agency shall determine that the planning and administrative expenses are necessary for the production, improvement, or preservation of low-and moderate-income housing. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. One statement can be provided for all of the Properties as long as each Project is clearly delineated or separate statements can be provided for each Project. Further, the Agency may audit Borrower at any time, by providing reasonable notice. The audit shall be at Agency's expense. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Residual receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

1.4 Security for Agency and City Loan. The Notes shall be secured by one Deed of Trust with Assignment of Rents (Short Form) (the "Deed of Trust") to be recorded as an encumbrance to the Borrower's interest in the collective Property, which includes all of the properties, Projects Nos. 1 though 12, in the form of Exhibit "B" attached hereto, which is incorporated herein. The Deed of Trust shall secure all of the outstanding Agency and City Notes. Each Note shall have a cross-default and cross-collateralization reference. The entire security pool therefore, can be foreclosed upon a default in any one of the specific Notes. Full reconveyances and substitution of trustee shall be executed by the City Manager and Executive Director prior to the recordation of the Deed of Trust provided herein. Property Nos. 11 and 12 were approved with a provision authorizing administrative changes to the Deed of Trust so that it would be included in the security for this Note.

1.5 Conditions to Disbursement of Agency Loan. This transaction includes increased assistance from the Agency as set forth in certain Notes which shall be disbursed to pay off the existing debt on Projects No. 3, 4, 7, 9, 10, for Agency agrees to pay off the existing permanent financing on those aforementioned properties with an increased loan from the Agency in the respective amounts of approximately $300,000, $346,200, $393,400, $525,600, $99,300 the aforementioned amounts are estimates only, once is the exact payoff amount is determined the amount of the Agency loan shall be modified accordingly. Agency's obligation to disburse these increased loan proceeds is subject to the fulfillment of each and all of the conditions precedent (a) through (b), inclusive, described below ("Conditions Precedent"), which are solely for the benefit of Agency:

a. Execution of Documents. Borrower shall have executed and delivered to the Agency and City the Amended and Restated Promissory Notes, the Deed of Trust, the Regulatory Agreement Amendment, and any other documents required hereunder.

b. No Default, Representations and Warranties. Borrower shall not be in default in any of its obligations under the terms of this Agreement, the Affordable Housing

Agreements, or the Regulatory Agreement. All representations and warranties of Borrower contained herein and the Regulatory Agreement shall be true and correct in all material respects on and as of the date of the disbursement of the Agency loan as though made at that time, and all covenants of Borrower which are required to be performed prior to the disbursement of the Agency loan shall have been performed by such date. Borrower represents and warrants that it has not conveyed any interest in any of the properties set forth above except to the private lenders referenced in Recital U above up to and including the date of the closing.

1.6 Subordination. The Deed of Trust shall not be subordinate to any other deeds of trust, unless expressly approved by the Agency and City.

1.7 Assignment. The Promissory Notes shall not be assigned by Borrower without the prior written consent of the Agency/City.

1.8 Amendments to Articles and By-laws. As further consideration for this refinancing, BHC agrees to amend its Articles of Incorporation and By-laws to reflect that its mission is expanded to provide community services and general administrative activities associated with the development, improvement, and preservation of low- and moderate-income housing in the City of Burbank, including but not limited to activity centers and child care, and that its powers and purpose be limited to the geographic boundaries of the City of Burbank. Acquiring property, or entering into contacts for the operation of the community services shall further be allowed, but only as long as the Agency and City approve all contracts/sales which do not directly involve the Agency or City, and this consent is in each body's sole and absolute discretion. The amended provisions required by this section, shall not be further changed without Agency and City prior approval, which provision shall also be expressly provided. The required provisions shall be reflected in the Articles and By-laws, to the extent legally possible. Whether or not the provisions are incorporated into the articles and by-laws, any violation of this section will further be deemed to be a default of the Loan Agreement, causing acceleration of the Loan as amended herein. The City Attorney shall approve all modifications before BHC submits amended articles and before amending by-laws to the appropriate governmental entities, which submission shall occur within six months of this agreement. Submission to the Internal Revenue Service as to non-profit status given the proposed changes have occurred by the execution date of the amended promissory notes and the closing. BHC agrees to continue to diligently complete the amendment process to achieve the goals herein, and shall provide proof of these changes within a reasonable time.

2. Minimum Requirements.

2.1 Operation of Development in Compliance with Affordable Housing Agreements. The Borrower shall rehabilitate (where applicable), operate and maintain each Property in compliance with the requirements of the Affordable Housing Agreements applicable to each individual property and each respective Regulatory Agreement, as amended.

2.2 Maintenance. The Borrower shall maintain the Property and thereon in good condition, free of debris, waste and graffiti, in a clean and presentable manner, and in compliance with the Affordable Housing Agreements, the Regulatory Agreement, this Agreement and all applicable provisions of the Burbank Municipal Code. The Property shall be maintained in accordance with this Section 2.2 until the Agency Loan is repaid in full or for the period specified in the Regulatory Agreement, whichever period is longer. If the Property is not so maintained, and such condition is not corrected within a reasonable period after written notice thereof from the Agency,

then the Agency may perform the necessary maintenance and Borrower shall pay such costs as are reasonably incurred for such maintenance.

2.3 Insurance. Borrower shall furnish the Agency with proper evidence of the insurance which is required pursuant to the Affordable Housing Agreements and/or the Regulatory Agreement. At a minimum the following standards shall apply: The Borrower shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Borrower shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Borrower or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Borrower, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Borrower shall also furnish or cause to be furnished to the Agency and City evidence satisfactory to the city Attorney that Borrower and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Borrower shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Borrower shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be updated annually at the Jan. 1 meeting described above. Borrower shall also take out and maintain until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

In the event Borrower is unable to obtain any of the insurance coverages required herein, the Agency may find BHC in default of this Agreement; provided, however, the Borrower may request the Agency to pay for the insurance or to waive said insurance coverage requirements and place the Property and Rehabilitation on the Agency's insurance policy(ies). The Agency may approve or deny Borrower's waiver request in its sole and absolute discretion. Concurrently with Borrower's waiver request, the Borrower shall provide written correspondence from at least three (3) insurance underwriters evidencing Borrower's inability to obtain insurance coverage, regardless of cost. Any cost to the Agency caused by a purchase of insurance or a waiver of insurance coverage, including increased premium, shall be added to the amount of the Promissory Note under the Loan Agreement, and shall be repaid pursuant to the terms thereof.

2.4. Indemnity. The Borrower shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Borrower under this Agreement, whether such activities or performance thereof be by the Borrower or by anyone directly or indirectly employed or contracted with by the Borrower and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Borrower shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency or its agents or employees.

2.5 Compliance With Laws. The Borrower shall develop, maintain and operate the Property in conformity with all applicable laws, including all applicable state labor standards, the zoning and development standards of the City of Burbank, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, all applicable environmental laws, all state and federal fair housing laws, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

2.6 Nondiscrimination. Borrower for itself and its successors and assigns, agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, rental, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, leases, sublessees, subtenants, contractors or vendees in the Property.

2.7 Condition of the Property.

a. Borrower Precautions. Borrower shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which may be located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Borrower shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

b. Environmental Indemnity. Borrower shall indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Property, use on the Property, generation on the Property, discharge from the Property, storage on the Property, disposal on or from the Property, or transportation to or from the Property, of any Hazardous Materials during the term of this Agreement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or

from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment; provided, however, under no circumstances shall these indemnity obligations of Borrower include any obligation for payment of punitive damages assessed against Agency or City or their officers, employees, agents or representatives.

c. **Definitions.** For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, Los Angeles County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

2.8 Liens and Stop Notices. Borrower shall use its best efforts to prevent any lien or stop notice from being placed on the Property or any part thereof, except as to those liens which are approved encumbrances under this Agreement or the Regulatory Agreement. If a claim of a lien or stop notice is given or recorded affecting the Property the Borrower shall within thirty (30) days of such recording or service:

a. pay and discharge the same; or

b. effect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

c. provide Agency with indemnification from a title insurance company reasonably acceptable to the Agency against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

3. Borrower's Representations and Warranties. Borrower represents and warrants to Agency as follows:

3.1 Authority. Borrower has full right, power and lawful authority to undertake all obligations as provided herein, and the execution, performance and delivery of this Agreement by Borrower has been fully authorized by all requisite actions on the part of the Borrower. The parties who have executed this Agreement on behalf of Borrower are authorized to bind Borrower by their signatures hereto.

3.2 Litigation. To the best of Borrower's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Borrower or any parties affiliated with Borrower, at law or in equity before any court or governmental agency, domestic or foreign, which if adversely determined, would materially impair the right or ability of Borrower to execute or perform its obligations under this Agreement or any documents required hereby to be executed by Borrower, or which would materially adversely affect the financial condition of Borrower or any parties affiliated with Borrower.

3.3 No Conflict. To the best of Borrower's knowledge, Borrower's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Borrower or any parties affiliated with Borrower is a party or by which it is bound.

3.4 No Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings have been filed or are pending or threatened against the Borrower or any parties affiliated with Borrower, nor are any of such proceedings contemplated by Borrower or any parties affiliated with Borrower.

3.5 Notice of Changed Conditions. Until the disbursement of the Agency Loan, Borrower shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3 not to be true in any material respect, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Borrower hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have a material adverse effect on the development and/or operation of the Property. If Agency elects to disburse the Agency Loan to the Borrower following disclosure of such information, Borrower's representations and warranties contained herein shall be deemed to have been made as of the date of the disbursement of the Agency Loan, subject to such exception(s). If following the disclosure of such information the Borrower fails to cure such matter within the time set forth in Section 4 hereof for the cure of defaults, Agency may elect in its sole and exclusive discretion to terminate this Agreement by written notice to the Borrower.

4. Remedies for Default. A failure by either party to perform any action or covenant required by this Agreement, the Regulatory Agreement, the Promissory Note, the Deed of Trust, or any loan or deed of trust for the acquisition, rehabilitation, or operation of the Property which is senior to the Agency Loan, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such default

within ten (10) days if the claimed. Default is a failure to pay amounts due pursuant to the Promissory Note, or thirty (30) days from receipt of such notice for all other claimed Defaults hereunder, unless a longer cure period is provided in the Regulatory Agreement, Promissory Note, Deed of Trust or other applicable document. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within thirty (30) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Borrower is in default on any loan or deed of trust senior to the Agency Loan, the Borrower shall immediately deliver to the Agency a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the Agency shall have the right (but not be obligated to) cure such default. In such event, the Agency shall be entitled to reimbursement from the Borrower of all costs and expenses actually incurred by the Agency in curing such default, plus interest at the rate of seven percent (7%) per annum. The Agency shall be entitled to add such amount to the amounts owing pursuant to the Promissory Note, and secured by the Deed of Trust.

4.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Agency may also cause all indebtedness of the Borrower under this Agreement and the Promissory Note to become immediately due and payable, and may institute an action for judicial or nonjudicial foreclosure pursuant to the Deed of Trust. Legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county, or in the United States District Court for the Central District of California.

4.2 Acceptance of Service of Process. In the event that any legal action is commenced by the Borrower against Agency, service of process on Agency shall be made by personal service upon the Secretary or Executive Director of Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against the Borrower, service of process shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

4.6 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

5. General Provisions.

5.1 Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

To Agency: Redevelopment Agency of the City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: Executive Director

To Borrower: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attn: Executive Director

To City: City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: City Manager

Any written notice, demand or communication shall be deemed received immediately upon personal delivery or two (2) days after deposit in the United States mail; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be effective on the third day from the date of the attempted delivery or deposit in the United States mail.

5.2 Non-Liability of Officials and Employees of Agency and City. No member, official, officer or employee of Agency or the City shall be personally liable to the Borrower, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Borrower or its successors, or on any obligations under the terms of this Agreement. The City is not a party to this Agreement and shall have no obligations hereunder.

5.3 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

5.4 Integration. This Agreement, together with the Promissory Note, Deed of Trust, Form of Residual Receipts Report, and Regulatory Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Exhibits A, B, and C, which constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

5.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

5.6 Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

5.7 Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.8 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

5.9 Time of Essence. Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.

5.10 Cooperation. Each party shall cooperate with the other in this transaction and, in that regard, sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

5.11 Definitions. Any terms used in this Agreement but not separately defined herein shall have the meaning given to such terms in the Regulatory Agreement.

5.12 Date of Agreement. This Loan Agreement is dated March 2006, but signed in October, 2006 because of prepayment penalties in certain private loans which precluded closing on the Agency refinancing until that time.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Agency and the Borrower have executed this Agreement as of the date first set forth above.

"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Mary J. Alvord, Executive Director

Attest:

_____
Margarita Campos, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Mary J. Alvord, City Manager

Attest:

_____
Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Mary F. Riley, Sr. Asst. City Attorney

"BORROWER"

BURBANK HOUSING COPORATION,
a California Borrower corporation

By: _____
Name: Peter J. McGrath
Its: President

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency
of the City of Burbank
275 East Olive Avenue
Burbank, California 91502
Attention: Agency Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** (this "Deed of Trust"), is made as of _____, 2006, by **BURBANK HOUSING CORPORATION**, a California nonprofit corporation ("Trustor"), whose address is 1819 Grismer Avenue, Burbank, California 91504 to _____ (and in such capacity herein called the "Trustee"), for the benefit of the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic and the **CITY OF BURBANK,** a municipal corporation and charter city (and in such capacity herein collectively called the "Beneficiary"), having an office located at 275 East Olive Avenue, Burbank, California 91510-6459.

WITNESSETH: that Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Los Angeles, State of California, described as:

See attached Exhibit A, incorporated herein.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing all indebtedness owed to Beneficiary in the principal amount of $20,003,347.62, and for future amounts from time to time, according to the terms of promissory notes made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof (a more detailed breakdown of each note balance as of October 1, 2006, is attached as Exhibit B), and (2) the performance of each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust as modified, and when this Deed of Trust is amended to include additional obligations.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878 874		Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

.

BURBANK HOUSING CORPORATION, a
California Borrower corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of California }ss.

County of _____ }

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____

Signature of Notary (Seal)

EXHIBIT A

LEGAL DESCRIPTION

Property #1 2331-2333 North Fairview Street

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 3000-3006 Thornton Avenue

LOT 194 AND A PORTION OF LOT 195, OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194 AND THE EASTERLY 44.00 FEET OF LOT 195 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED SEPTEMBER 5, 2003 AS INSTRUMENT NO. 03-2591270, OFFICIAL RECORDS.

Property #3 West Elmwood Avenue

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ADDITIONAL LEGAL DESCRIPTIONS OF PROPERTY #3 ARE ATTACHED ON THE FOLLOWING PAGE.

LEGAL DESCRIPTION

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #4 1721 Elliot Drive

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 3030 Thornton Avenue

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 1801-1815 Grismer, 1819 Grismer and 1729-1735 Elliott

LEGAL DESCRIPTIONS OF PROPERTY #6 ARE ATTACHED ON THE FOLLOWING PAGES.

Page 1
Order No. 606003006

DESCRIPTION

THOSE PORTIONS OF LOTS 18, 19 AND 20 IN TRACT 3097, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE 12, OF MAPS, RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 18 AND 19 EXCEPT THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 THEN ALONG THE SOUTHERLY LINE OF SAID LOT, NORTH 89°31'40" WEST 367.00 FEET;
THEN NORTH 0°28'50" WEST, PARALLEL WITH THE WEST LINE OF SAID TRACT, 41.50 FEET;
THEN SOUTH 89°31'40" EAST 185.00 FEET;
THEN NORTH 0°28'50" WEST 58.50 FEET TO THE SOUTHERLY LINE OF LOT 19;
THEN CONTINUING NORTH 0°28'50" WEST 14.50 FEET;
THEN SOUTH 89°31'40" EAST 163.62 FEET TO A POINT IN A CURVE IN THE WESTERLY LINE OF GRISMER AVENUE, 60.00 FEET WIDE, A RADIAL LINE FROM SAID POINT BEARS SOUTH 78°23'07" WEST;
THEN SOUTHEASTERLY ALONG THE WESTERLY LINE OF GRISMER AVENUE, IN A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1631.52 FEET, THROUGH AN ANGLE OF 4°05'02" AND AN ARC DISTANCE OF 116.29 FEET TO THE POINT OF BEGINNING.

LOT 20 EXCEPT THE FOLLOWING DESCRIBED PORTIONS:

THE WESTERLY 100.00 FEET THEREOF;

COMMENCING AT THE NORTHEAST CORNER OF LOT 20,
THENCE SOUTH 14°27'30" EAST ALONG THE WESTERLY LINE OF GRISMER AVENUE, 50 FEET WIDE, 51.74 FEET;
THEN NORTH 89°31'40" WEST 162.50 FEET;
THEN NORTH 0°28'50" WEST, PARALLEL WITH THE WESTERLY LINE OF SAID TRACT, 60.00 FEET TO THE NORTHERLY LINE OF SAID LOT 20;
THEN SOUTH 89°31'40" EAST ALONG SAID NORTHERLY LINE 150.00 FEET TO THE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED MARCH 7, 2006 AS INSTRUMENT NO. 06-490907, OF OFFICIAL RECORDS.

SCHEDULE A

Order No: 606003007 H28 Your Ref: 1819 GRISMER

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A LEASEHOLD AS CREATED BY THAT CERTAIN LEASE DATED APRIL 14, 2004, EXECUTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, A PUBLIC BODY, CORPORATE AND POLITIC, AS LESSOR, AND BURBANK HOUSING CORPORATION, A CALIFORNIA NONPROFIT CORPORATION, AS LESSEE, AS REFERENCED IN THE DOCUMENT ENTITLED "MEMORANDUM OF LEASE", WHICH WAS RECORDED JUNE 7, 2006 AS INSTRUMENT NO. 06-1250630, OFFICIAL RECORDS, FOR THE TERM AND UPON AND SUBJECT TO ALL THE PROVISIONS CONTAINED IN SAID DOCUMENT, AND IN SAID LEASE.

2. Title to said estate or interest at the date hereof is vested in:

BURBANK HOUSING CORPORATION, A CALIFORNIA NONPROFIT CORPORATION

3. The land referred to in this report is situated in the State of California, County of LOS ANGELES and is described as follows:

A PORTION OF LOT 20 OF TRACT NO. 3097, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 20;
THENCE SOUTH 14°27'30" EAST, ALONG THE EASTERLY LINE, 51.74 FEET;
THENCE NORTH 89°31'40" WEST 162.50 FEET;
THENCE NORTH 0°28'50" WEST 50 FEET TO THE NORTH LINE OF SAID LOT 20;
THENCE SOUTH 89°31'40" EAST ALONG SAID NORTHERLY LINE, 150 FEET TO THE POINT OF BEGINNING.

DESCRIPTION

PARCEL 1:

LOT 6 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 20 OF TRACT NO. 3097, IN THE CITY OF OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 20, DISTANT THEREON EAST 50 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 20;
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 50 FEET TO A POINT;
THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT 20 TO A POINT IN THE NORTH LINE OF SAID LOT;
THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 50 FEET TO A POINT;
THENCE SOUTH IN A DIRECT LINE TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT 20 OF TRACT NO. 3097, IN THE CITY OF OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 20;
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 50 FEET TO A POINT;
THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT TO A POINT IN THE NORTH LINE OF SAID LOT 20;
THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 20;
THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 20 TO THE POINT OF BEGINNING, THE SOUTHWEST CORNER.

PARCEL 4:

LOT 4 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #7 2325 and 2335 Fairview Street

That real property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8 2321 North Fairview Street and 2321-2323 North Catalina Street

That real property located 2321 North Fairview, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located 2321-2323 North Catalina Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Property #9 220 West Tujunga Avenue, 237, 241-243 and 257 West Verdugo Avenue

<u>241-243 West Verdugo Avenue</u>

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 1902 Keeler Street

LOT 2 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #11 313 and 427 West Valencia Avenue

313 West Valencia Avenue

LOT 14 OF TRACT NO. 8153, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 115, PAGE(S) 77 AND 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

427 West Valencia Avenue

LOT 10 OF TRACT 5370, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 121 PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

Property #12 157 West Linden Avenue and 160 West Elm Court-159 West Linden Avenue

157 W. Linden Avenue

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

160 Elm Court – 159 West Linden Avenue

LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON, 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, CA 91502
Attn: Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

A. Burbank Housing Corporation ("Trustor") executed that certain Deed of Trust with Assignment of Rents (Short Form) in favor of _____ as trustee ("Original Trustee") for the benefit of The Redevelopment Agency of the City of Burbank, a public body, corporate and politic, as beneficiary ("Beneficiary") dated _____, recorded on _____, as Instrument No. _____ in the Official Records of Los Angeles County, State of California, and encumbering real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Deed of Trust"). The Deed of Trust secures a promissory note in favor of the Agency to repay a rehabilitation loan made to Trustor.

B. Trustor have agreed to terms on a new promissory note in favor of the Agency which is to replace the existing note and be secured by a new deed of trust.

C. Beneficiary is the sole beneficiary under the Deed of Trust and desires to substitute itself as the new trustee under the Deed of Trust in the place of Original Trustee in the manner provided for in the Deed of Trust.

D. Beneficiary desires to reconvey all of its beneficial interest in the Deed of Trust.

NOW THEREFORE:

1. Beneficiary, having an office located at 275 East Olive Avenue, Burbank, California 91510-6459, hereby substitutes itself as trustee under the Deed of Trust.

2. In consideration for the execution of a replacement deed of trust, substituted trustee under the Deed of Trust hereby reconveys, without warranty, to the person or persons legally entitled thereto, all of the estate now held by it under the Deed of Trust.

DATED:_____

The Redevelopment Agency of the City of Burbank, a public body, corporate and politic

_____
Mary J. Alvord, Executive Director

Attest:

_____
Margarita Campos, Agency Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Mary F. Riley, Sr. Asst. City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

(to be inserted)

EXHIBIT A

Amended Promissory Notes for Projects No. 1-11

Project No. 1

2331-2333 North Fairview Street

On October 26, 1999, BHC entered into an affordable housing agreement with the City and Agency to assist in the rehabilitation of 2331-2333 North Fairview Street, then improved as a single family home and a three unit apartment. The City provided an interest free loan up to $200,000 of HOME funds to be paid out of residual receipts (hereafter referred to as "Project No. 1").

City Note
Agency Note

AMENDED AND RESTATED PROMISSORY NOTE (CITY)

(Project No. 1: 2331-2333 North Fairview Street)

$135,116.67

October ____, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **One Hundred Thirty-Five Thousand, One Hundred and Sixteen Dollars and Sixty-Seven Cents ($135,116.67)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of November 3, 1999, and as amended on March 21, 2006 (collectively the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. The amendment converted the residual receipt note into a forgivable note.

2. Interest. No interest shall accrue on the Note Amount.

3. Repayment of Note Amount. The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55th) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) other properties as security for this note. A default of this Note could result in foreclosure of all thirteen properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a
California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 1: 2331-2333 North Fairview Street)

$111,668.49

October 1, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **One Hundred and Eleven Thousand, Six Hundred and Sixty-Eight Dollars and Forty-Nine Cents ($111,668.49)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of February 1, 2000 , and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs" (if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects a total of twelve (12) properties as security for this Note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 2

3000-3006 Thornton Avenue

On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and manage a then duplex and two unit apartment located at 3000-3006 Thornton Avenue ("Project No.2"), with financial assistance by the Agency and City. The Agency lent $366,000 to BHC which was to be repaid by $18,516.84 annual payment on April 1, 2003 until paid, although the balance is due April 1, 2033. The Agency Note for Project No.2 bears interest at the rate of three percent interest, amortized over thirty years. A deed of trust in first position on the Project No. 2 secures the note. The City lent HOME funds in an amount up to $150,000, which would be forgiven, unless BHC commits a material default of the note, deed of trust or regulatory agreement, and fails to cure such default. In the event of an uncured default, the note is accelerated and due in full.

Agency Note
City Note

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 2: 3000-3006 Thornton Avenue)

$410,207.08

October 1, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Four Hundred and Ten Thousand, Two Hundred and Seven Dollars and Eight Cents ($410,207.08)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of May 11, 2001, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. Interest. The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. Repayment of Note Amount. Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 Definitions. As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation,

Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs" (if any).

3.2 Annual budget process required. No later than Jan.1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. **Agency May Assign**. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. **Borrower Assignment Prohibited.** Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (CITY)

(Project No. 2: 3000-3006 Thornton Avenue)

$150,000.00

October 1, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **One Hundred and Fifty Thousand Dollars ($150,000.00)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of May 11, 2001, and as amended on March 21, 2006 (collectively the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. The amendment converted the residual receipt note into a forgivable note.

2. **Interest.** No interest shall accrue on the Note Amount.

3. **Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55^{th}) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelvth properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a
California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 3

Elmwood Avenue

On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and manage real property located at 199 West Elmwood Avenue which was then improved with a six-unit apartment building. The transaction also consolidated the prior purchase agreement obligations entered into on November 30, 1999 concerning the acquisition of 153, 158-159,164-165, 170-171, 188, 194 Elmwood. The consolidated Promissory Note to the Agency was for **$3,007,265.48**. This Elmwood project is collectively referred to as "Project No.3". Under the terms of the consolidated Promissory Note to the Agency, BHC is to make annual payments based on 100% of the residual receipts of the combined Elmwood projects, as narrowly defined in the note. The Agency would then share as BHC's annual payment to the City an amount equal to 20% of the annual residual receipts received from BHC. The note accrued no interest, and the first payment was to be made April 1, 2002, with the remaining balance due on November 30, 2029. Additionally, as part of this refinancing, the City loan of $100,000 to the Agency and then to BHC is to be repaid.

Agency Loan

[J: Is there not a city loan too?] The Agency Note is less than this amount.

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 3: Elmwood Avenue)

$2,932,973.87

[Julianne: check—I added $100K for the child care payment)

[add pay off for private lender amount]

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Two Million, Eight Hundred and Thirty-Two Thousand, Nine Hundred and Seventy-Three Dollars and Eighty-Seven Cents ($2,832,973.87)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of July 17, 2001, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1

of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 3: Elmwood Avenue)

$299,565.84

[Julianne: check—I added $100K for the child care payment)

[add pay off for private lender amount]

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Two Hundred and Ninety-Nine Thousand, Five Hundred and Sixty-Five Dollars and Eighty-Four Cents ($299,565.84)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of July 17, 2001, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1

of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 4

1721 Elliott Drive

On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and management of 1721 Elliott Drive, then improved with an eight unit apartment. Under the terms of the affordable housing agreement, the City agreed to loan BHC $550,000, a portion from CDBG, and a portion from HOME funds. Under the terms of the promissory note, 55% of the annual residual receipts would be deposited to the CDBG fund, and 45% of the annual residual receipts would be deposited in the HOME fund. Annual residual receipts are owed each April 1 commencing on April 1, 2004, until paid in full, but in no event, no later than April 1, 2034. The Elliot project is hereafter "Project No. 4".

City Loan
Agency Loan—new one for paid off loan

AMENDED AND RESTATED PROMISSORY NOTE (CITY)

(Project No. 4: 1721 Elliott Drive)

$618,903.34

October ____, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **Six Hundred and Eighteen Thousand, Nine Hundred and Three Dollars and Thirty-Four Cents ($618,903.34)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of July 23, 2002, and as amended on March 21, 2006 (collectively the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. The amendment converted the residual receipt note into a forgivable note.

2. **Interest.** No interest shall accrue on the Note Amount.

3. **Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55^{th}) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 4: 1721 Elliot Drive)

$338,718.54

[TO be changed—paid off loan]

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Three Hundred Thirty-Eight Thousand, Seven Hundred and Eighteen Dollars and Fifty-Four Cents ($338,718.54)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of February 1, 2000, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation,

Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs" (if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 5

3030 Thornton Avenue

On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue, which was then improved with a single family dwelling. The Agency provided a loan to BHC in the amount of $290,000 to fund certain costs of the project. The loan was divided into two notes. One note was for $57,200 accruing interest at 3% per annum, amortized over thirty years beginning April 1, 2005. Annual payments are due to the Agency in the amount of $2,918.30. The second note, in the amount of $232,800 is deferred (subject only to a material default), and will be forgiven in full on the 55th year anniversary of the date of the note. Sec. 209.1 of the AHA, BHC agrees to not seek a property tax exemption, notwithstanding its non-profit status. The 3030 Thornton Avenue project is hereafter "Project No. 5.

Agency Loans

AMENDED AND RESTATED PROMISSORY NOTE
(AGENCY – Repayment Note)

(Project No. 5: 3030 Thornton Avenue)

$59,799.74

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Fifty-Nine Thousand, Seven Hundred and Ninety-Nine Dollars and Seventy-Four Cents ($59.799.74)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of May 30, 2003, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. Interest. The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. Repayment of Note Amount. Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 Definitions. As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE
(AGENCY – Deferred Note)

(Project No. 5: 3030 Thornton Avenue)

$232,800.00

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Two Hundred Thirty-Two Thousand, Eight Hundred Dollars ($232,800.00)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of May 30, 2003 , and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 6

1801-1815 & 1819 Grismer and 1729-1735 Elliott Drive

On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement whereby BHC agreed to rehabilitate and then leased the property at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. As part of the DDA, the Agency provided BHC a loan of $3,441,000 for the rehabilitation and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects. The loan payments begin when the construction is completed, and continue for 55 years thereafter. BHC is obligated to obtain some third party financing from a private lender once the project is complete, and those funds shall be paid to the Agency. Any remaining amounts shall be repaid out of residual receipts, subject to debt service for that private loan. Once the Agency note is repaid, the rent (which was $1/yr.) requires payments on April 1 which shall be equal to 100% of the residual receipts of the project, as defined in the lease (sec. 5.2). The aforementioned project is hereafter referred to as "Project No. 6".

Agency Loan

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

Project No. 6: 1801-1815 & 1819 Grismer and 1729-1735 Elliott Drive)

$3,690,472.50

October ____, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Three Million, Six Hundred and Ninety Thousand, Four Hundred and Seventy-Two Dollars and Fifty Cents ($3,690,472.50)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of April 14, 2004, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. Interest. The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. Repayment of Note Amount. Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 Definitions. As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation,

Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1

of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time. An Amended and Restated Leasehold Deed of Trust with Absolute Assignment of leases and Rents, Security Agreement and Fixture Filing, shall further be recorded on the Property.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 7

2325 and 2335 North Fairview Street

On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven units at 2325 and 2335 Fairview Street. The City provided a loan to BHC in the amount of $1,080,000 of HOME funds, which principle will be forgiven (subject to acceleration if uncured material default occurs) at the 55th anniversary of the date of the note (hereafter "Project No. 7").

City Loan
Agency Loan (for the paid off debt)

AMENDED AND RESTATED PROMISSORY NOTE (CITY)

(Project No. 7: 2325 and 2335 North Fairview Street)

$1,080,000.00

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **One Million, Eighty Thousand Dollars ($1,080,000.00)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of November 18, 2003, and as amended on March 21, 2006 (collectively the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. The amendment converted the residual receipt note into a forgivable note.

2. **Interest.** No interest shall accrue on the Note Amount.

3. **Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55th) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a
California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 7: 2325 and 2335 North Fairview Street)

$386,750.000

October 1, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Three Hundred Eighty-Six Thousand, Seven Hundred and Fifty Dollars ($386,750.00)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of February 1, 2000 , and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs" (if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects a total of twelve (12) properties as security for this Note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 8

2321 North Fairview Street and 2321-2323 North Catalina Street

On June 15, 2004, BHC and the Agency entered into an affordable housing agreement whereby Agency provided a loan of $3,143,000 to fund the acquisition, rehabilitation and management, of the property located at 2321 North Fairview Street and 2321-2323 North Catalina Street (specifically $2,427,000 funded the acquisition) project had relocation costs. The loan accrues 3% interest per annum, amortized over 55 years, and is to be repaid by BHC in an amount equal to 50% of the residual receipts from the property, commencing on April 1, 2006, until the loan is repaid, but in no event by April 1, 2061. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

Agency Loan

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

Project No. 8: 2321 North Fairview Street and 2321-2323 North Catalina Street

$3,355,152.50

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Three Million, Three Hundred and Fifty-Five Thousand, One Hundred and Fifty-Two Dollars and Fifty Cents ($3,355,152.50)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of June 17, 2004, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation,

Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 9

220 West Tujunga Avenue, 237, 241-243 and 257 West Verdugo Avenue

On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood, as to 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. The restructured debt included Agency lending funds in the amount of $1,255,200 to allow BHC to pay off certain private financing. A new private loan was obtained, and that amount was repaid to the Agency, remaining obligations to the Agency and City are to be paid out of residual receipts (100%) during the next 55 years (but in no event later than April 1, 2060) after debt service is paid to the conventional lender. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

Agency Loans
City Loans

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 9: 220 West Tujunga Avenue, 237, 241-243 & 257 West Verdugo Avenue)

$785,707.51

[J:is there a reason why we can't combine the 2 Agency notes in one? Amount also to include paid out private loan]

October ___ 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Seven Hundred Eighty-Five Thousand, Seven Hundred and Seven Dollars and Fifty-One Cents ($785,707.51)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of June 16, 2004, and as amended March 12, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director

shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable

attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. **Deed of Trust Acceleration.** The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. **Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

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11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 9: 220 West Tujunga Avenue, 237, 241-243 & 257 West Verdugo Avenue)

$526,476.76

[J:is there a reason why we can't combine the 2 Agency notes in one? Amount also to include paid out private loan]

October ___ 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Five Hundred Twenty-Six Thousand, Four Hundred and Seventy-Six Dollars and Seventy-Six Cents ($526,476.76)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of June 16, 2004, and as amended March 12, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director

shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable

attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. **Deed of Trust Acceleration.** The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. **Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. **Agency May Assign**. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. **Borrower Assignment Prohibited.** Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (CITY)

(Project No. 9: 220 West Tujunga Avenue)

$567,686.05

[J: Can't all City Notes be combined?]

October ____, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **Five Hundred Sixty-Seven Thousand, Six Hundred Eighty-Six Dollars and Five Cents ($567,686.05)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of June 16, 2004, and as amended on March 21, 2006 (collectively the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. The amendment converted the residual receipt note into a forgivable note.

2. **Interest.** No interest shall accrue on the Note Amount.

3. **Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55th) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (CITY)

(Project No. 9: 237 West Verdugo Avenue)

$327,441.31

October 1, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **Three Hundred and Twenty-Seven Thousand, Four Hundred and Forty-One Dollars and Thirty-One Cents ($327,441.31)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of June 16, 2004, and as amended on March 21, 2006 (collectively the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. The amendment converted the residual receipt note into a forgivable note.

2. **Interest.** No interest shall accrue on the Note Amount.

3. **Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55th) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) other properties as security for this note. A default of this Note could result in foreclosure of all thirteen properties. The number of properties secured by this Note is intended to increase or decrease from time to time..

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 9: 241-243 W. Verdugo Avenue)

$165,349.06

October 1, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **One Hundred and Sixty-Five Thousand, Three Hundred and Forty-Nine Dollars and Six Cents ($165,349.06** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of June 16, 2004, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year.

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 Definitions. As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation,

Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs"(if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrower shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1

of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) other properties as security for this note. A default of this Note could result in foreclosure of all thirteen properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. **Deed of Trust Acceleration.** The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. **Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. **Agency May Assign**. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. **Borrower Assignment Prohibited.** Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (CITY)

(Project No. 9: 241-243 West Verdugo Avenue)

$334,814.63

October 1, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **Three Hundred Thirty-Four Thousand, Eight Hundred and Fourteen Dollars and Sixty-Three Cents ($334,814.63)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of June 16, 2004, and as amended on March 21, 2006 (collectively the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. The amendment converted the residual receipt note into a forgivable note.

2. **Interest.** No interest shall accrue on the Note Amount.

3. **Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55^{th}) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) other properties as security for this note. A default of this Note could result in foreclosure of all thirteen properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (CITY)

(Project No. 9: 257 West Verdugo Avenue)

$341,004.84

October 1, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum of **Three Hundred Forty-One Thousand and Four Dollars and Eighty-Four Cents ($341,004.84)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of June 16, 2004, and as amended on March 21, 2006 (collectively the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. The amendment converted the residual receipt note into a forgivable note.

2. **Interest.** No interest shall accrue on the Note Amount.

3. **Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. At the fifty-fifth (55th) anniversary of the date this Note is executed, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will forgiven in its entirety. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) other properties as security for this note. A default of this Note could result in foreclosure of all thirteen properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. City May Assign. City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 10

1902 Keeler Street

On July 19, 2005, BHC entered into an affordable housing agreement with the Agency whereby the Agency agreed to lend BHC $384,000 from the Housing Fund to assist in the acquisition of the property located at 1902 Keeler Street. The loan, which is subordinate to a first deed of trust securing a loan by a private lender, will be forgiven at the end of 55 years , as long as no material default has occurred The Keeler project is hereafter referred to as "Project No. 10."

Agency Loan [add on the private loan take out amount]

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 10: 1902 Keeler Street)

$384,000.00

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Three Hundred and Eighty-Four Thousand Dollars ($384,000.00)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of July 19, 2005, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. Interest. The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. Repayment of Note Amount. Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 Definitions. As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs" (if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrowers shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1 of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 10: 1902 Keeler Street)

$99,246.51

October ___, 2006
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **Ninety-Nine Thousand Two Hundred and Forty-Six Dollars and Fifty-One Cents ($99,246.51)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of July 19, 2005, and as amended March 21, 2006 (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation,

Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs" (if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrowers shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1

of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. The number of properties secured by this Note is intended to increase or decrease from time to time.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

Project No. 11

313 and 427 West Valencia Avenue

On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC for the property located at 313 and 427 West Valencia Avenue, which documents allowed for administrative amendments to the documents to make that transaction consistent with the revised documents related to this refinancing. The aforementioned property is hereafter referred to as either "Property or Project No. 11".

Agency Loans

AMENDED AND RESTATED PROMISSORY NOTE (AGENCY)

(Project No. 11: 313 and 427 West Valencia Avenue)

$ 134,995.00 (wrong amt) _____, 2006

Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Agency"), or order, at the Agency's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Agency may designate in writing, the principal sum of **One Hundred Thirty Four Thousand Nine Hundred Ninety Five Dollars ($ 134,995.00)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Affordable Housing Agreement executed by the Agency, the City of Burbank and the Borrower, dated as of _____, and as amended _____ (the "Agreement"). The rights and obligations of the Borrower and the Agency under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** The Note Amount shall accrue interest at the rate of three percent (3%) per annum, amortized over fifty-five (55) years. Any balance of the Note shall be due in full on the anniversary date in the 55th year

3. **Repayment of Note Amount.** Borrower shall make an annual payment equal to one hundred percent (100%) of the "Residual Receipts", as hereafter defined, unless payments are accelerated in accordance with the Note. The first residual receipt payment and compliance date shall be April 1, 2007, as set forth below, and continuing every year thereafter until payment has occurred in full.

3.1 **Definitions.** As used in this Note the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a Non-profit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and pursuant to the mission statement and goals of Borrower.

"Approved Project Residual Receipts" shall be defined as the Income less the sum of the Operating Expenses and Reserve Deposits for each calendar year.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation,

Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account on a per unit per year basis; and (b) payments to an operating reserve account on a per unit per year basis. The exact amounts of the per unit cost as to the capital replacement reserve and operating reserve accounts shall be determined by the Agency Assistant Executive Director each Jan. 1. Two accounts shall be maintained at all times, each account though can be combined with other Projects reserve account for capital replacement and other Projects operating reserve accounts as allowed by Agency's Executive Director. The reserves accounts may then be used on any of the Properties as necessary.

"Residual Receipts" shall mean the "Approved Project Residual Receipts" less the "Approved General Administrative Costs" (if any).

3.2 Annual budget process required. No later than Jan. 1 of each calendar year, Borrower shall confer with Agency and present a budget for that calendar year. During this budget process, the parties shall meet and the Agency Assistant Executive Director shall determine at that time, the parameters of the exact reserve amounts, as well as the reasonableness of the other estimated expenses and income. The parties shall again meet no later than Dec. 31 of each calendar year to reconcile the budget. Borrowers shall obtain annual audited financial statements with respect to the Property that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. Further, the Agency may audit Borrower at any time, at Agency's expense, after providing advance reasonable notice. At that time, the Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs and Approved Project Residual Receipts if any.

The Residual Receipts shall be reported to the Agency annually in the form of a residual receipts report approved by the Agency. The Borrower shall annually, on or before April 1

of each year commencing on April 1, 2007, submit to the Agency a Residual Receipts Report which shall provide the basis for the determination of the Residual Receipts.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property that is subject to the Deed of Trust securing this Note, or any portion of the Property; or

b. in the event of a default by the Borrower under this Agreement, the AHA, any Agency Regulatory Agreement recorded against any property subject to the Deed of Trust securing this Note, the Deed of Trust securing the Note, or the Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

4. Security. This Note is secured by a Deed of Trust dated the same date as this Note. The Deed of Trust affects twelve (12) properties as security for this note. A default of this Note could result in foreclosure of all twelve properties. Additionally, an Amended and Restated Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing will be recorded as additional security.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Agency.

9. Agency May Assign. Agency may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. Borrower Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 504 of the Agreement, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency
of the City of Burbank
275 East Olive Avenue
Burbank, California 91502
Attention: Agency Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** (this "Deed of Trust"), is made as of _____, 2006, by **BURBANK HOUSING CORPORATION**, a California nonprofit corporation ("Trustor"), whose address is 1819 Grismer Avenue, Burbank, California 91510, to _____ (and in such capacity herein called the "Trustee"), for the benefit of the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK,** a public body, corporate and politic and the **CITY OF BURBANK,** a municipal corporation and charter city (and in such capacity herein collectively called the "Beneficiary"), having an office located at 275 East Olive Avenue, Burbank, California 91510-6459.

WITNESSETH: that Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Los Angeles, State of California, described as:

See attached Exhibit A, incorporated herein.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) as of October 1, 2006 payment of indebtedness in the principal amount of **$ 1,760,000 PLUS 100K child care PLUS take out loans**, and for future amounts, according to the terms of promissory notes made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof (a more detailed breakdown of each note balance as of October 1, 2006, is attached as Exhibit B), and (2) the performance of each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, and when this Deed of Trust is amended to include additional obligations.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform

and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878 874		Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

BURBANK HOUSING CORPORATION, a California Borrower corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of California }ss.

County of _____ }

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____

Signature of Notary (Seal)

EXHIBIT A

LEGAL DESCRIPTIONS

Property #1 2331-2333 North Fairview Street

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 3000-3006 Thornton Avenue

LOT 194 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #3 199 West Elmwood Avenue

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ADDITIONAL LEGAL DESCRIPTION OF PROPERTY #3 ARE ON THE FOLLOWING PAGE. **(TO BE INSERTED)**

Property #4 1721 Elliot Drive

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 3030 Thornton Avenue

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 1801-1815 Grismer, 1819 Grismer and 1729-1735 Elliott

LEGAL DESCRIPTIONS OF PROPERTY #6 ARE ON THE FOLLOWING PAGE. **(TO BE INSERTED)**

Property #7 2325 and 2335 Fairview Street

That real property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:
LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:
LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8 2321 North Fairview Street and 2321-2323 North Catalina Street

That real property located 2321 North Fairview, in the State of California, County of Los Angeles, City of Burbank, and described as follows:
LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located 2321-2323 North Catalina Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:
LOT 100 AND 101 IN TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA

Property #9 220 West Tujunga Avenue, 237, 241-243 and 257 West Verdugo Avenue

<u>241-243 West Verdugo Avenue</u>

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 1902 Keeler Street

LOT 2 OF TRACT 7683, IN THE CITY OF BURBANK, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #11 313 and 427 West Valencia Avenue

313 West Valencia Avenue

Lot 14, Tract No. 5370, Map Book 121, Pages 60-61, County of Los Angeles.

427 West Valencia Avenue

Lot 10, Tract No. 5370, Map Book 121, Pages 60-61, County of Los Angeles

Property #12 157 West Linden Avenue and 160 West Elm Court-159 West Linden Avenue

157 W. Linden Avenue

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

160 Elm Court – 159 West Linden Avenue

LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON, 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

EXHIBIT B

NOTE BALANCES AS OF OCTOBER 1, 2006

Property #1 2331-2333 North Fairview Street

$135,116.67 – City of Burbank Note
$111,668.49 – Redevelopment Agency of the City of Burbank Note

Property #2 3000-3006 Thornton Avenue

$150,000.00 – City of Burbank Note
$410,207.08 – Redevelopment Agency of the City of Burbank Note

Property #3 199 West Elmwood Avenue

$2,832,973.87 – Redevelopment Agency of the City of Burbank Note
$299,565.84 – Private Loan

Property #4 1721 Elliot Drive

$618,903.34 – City of Burbank Note
$338,718.54 – Washington Mutual Loan

Property #5 3030 Thornton Avenue

$59,799.74 – Redevelopment Agency of the City of Burbank Note
$232,800.00 – Redevelopment Agency of the City of Burbank (Deferred) Note

Property #6 1801-1815 Grismer, 1819 Grismer and 1729-1735 Elliott

$3,690,472.50 – Redevelopment Agency of the City of Burbank Note

Property #7 2325 and 2335 Fairview Street

$1,080,000.00 – City of Burbank Note
$386,750.00 – Washington Mutual Loan

Property #8 2321 North Fairview Street and 2321-2323 North Catalina Street

$3,355,152.50 – Redevelopment Agency of the City of Burbank Note

Property #9 220 West Tujunga, 237, 241-243 and 257 West Verdugo Avenue

220 West Tujunga Avenue, 237, 241-243 and 257 West Verdugo Avenue

$785,707.51 – Redevelopment Agency of the City of Burbank Note
$526,476.76 – First State Bank Loan

241-243 West Verdugo Avenue

$165,349.06 – Redevelopment Agency of the City of Burbank Note
$334,814.63 – City of Burbank Note

237 West Verdugo Avenue

$327,441.31 – City of Burbank Note

257 West Verdugo Avenue

$341,004.84 – City of Burbank Note

220 West Tujunga Avenue

$567,686.05 – City of Burbank Note

Property #10 1902 Keeler Street

$384,000.00 – Redevelopment Agency of the City of Burbank Note
$99,246.51 – First State Bank Loan

Property #11 313 and 427 West Valencia Avenue

313 West Valencia Avenue

$135,327.50 – Redevelopment Agency of the City of Burbank Note

427 West Valencia Avenue

$88,522.50– Redevelopment Agency of the City of Burbank Note

Property #12 Linden Elm

$1,250,700.26 – Redevelopment Agency of the City of Burbank Note
$1,442,415.00 – City of Burbank Note

Child Care Fee Note

$100,000.00 – Redevelopment Agency of the City of Burbank Note

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, CA 91502
Attn: Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

A. Burbank Housing Corporation ("Trustor") executed that certain Deed of Trust with Assignment of Rents (Short Form) in favor of _____ as trustee ("Original Trustee") for the benefit of The Redevelopment Agency of the City of Burbank, a public body, corporate and politic, as beneficiary ("Beneficiary") dated _____, recorded on _____, as Instrument No. _____ in the Official Records of Los Angeles County, State of California, and encumbering real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Deed of Trust"). The Deed of Trust secures a promissory note in favor of the Agency to repay a rehabilitation loan made to Trustor.

B. Trustor have agreed to terms on a new promissory note in favor of the Agency which is to replace the existing note and be secured by a new deed of trust.

C. Beneficiary is the sole beneficiary under the Deed of Trust and desires to substitute itself as the new trustee under the Deed of Trust in the place of Original Trustee in the manner provided for in the Deed of Trust.

D. Beneficiary desires to reconvey all of its beneficial interest in the Deed of Trust.

NOW THEREFORE:

1. Beneficiary, having an office located at 275 East Olive Avenue, Burbank, California 91510-6459, hereby substitutes itself as trustee under the Deed of Trust.

2. In consideration for the execution of a replacement deed of trust, substituted trustee under the Deed of Trust hereby reconveys, without warranty, to the person or persons legally entitled thereto, all of the estate now held by it under the Deed of Trust.

DATED:_____

The Redevelopment Agency of the City of Burbank, a public body, corporate and politic

_____
Mary J. Alvord, Executive Director

Attest:

_____
Margarita Campos, Agency Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Mary F. Riley, Sr. Asst. City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

(to be inserted)

AMENDED AND RESTATED MASTER LOAN AGREEMENT
(Phase 1)

THIS AMENDED AND RESTATED MASTER LOAN AGREEMENT (the "Agreement") is entered into this 14th day of January, 2025 (the "Effective Date", among the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority"), the **CITY OF BURBANK**, a municipal corporation and charter city, and **BURBANK HOUSING CORPORATION,** a California nonprofit public benefit corporation (the "Borrower" and/or "BHC"). This Agreement amends and restates in their entirety the Loan Agreements, Promissory Notes, and Deed of Trust, and other agreements related to the projects and properties listed in Recital I below. This Agreement is Phase 1 of a series of anticipated amendments to the Master Loan Agreement approved by the City and Agency on March 21, 2006 and signed by the parties on January 2, 2007, and as amended on November 20, 2008 (the "Master Loan Agreement"), and is intended to modify the loan; future phases may modify project related capital and reserve fund accounts and set forth a process to remove projects from the Master Loan Agreement for redevelopment.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank established a nonprofit corporation, the Burbank Housing Corporation, ("BHC") to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, et seq, ("HOME"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (hereafter "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Housing Authority of the City of Burbank ("Authority") accepted the Redevelopment Agency of the City of Burbank ("Agency") housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income tenants/owners. Based on the successful

Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered the Master Loan Agreement which modified agreements and combined all properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project, The Master Loan Agreement combined Agency (now Authority) funds ("Authority Loan") and City HOME and CDBG funds ("City Loan"). The Master Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The Authority Loan and City Loan together are referred to as the "Loan".

G. The required affordability under the HOME program is 15 years for rehabilitation projects and 20 years for new construction projects; there is no required affordability period under the CDBG program. The City promissory note before this modification required compliance with the HOME or CDBG regulations for the term of the note, which exceeded the minimum HOME and CDBG requirements. BHC and the City desire to reduce the maturity date for each portion of the City Loan to reflect the original maturity date for each portion of the Loan (which matched or exceeded the HOME and/or CDBG requirements, as applicable), while increasing the term of the affordability requirements on projects assisted by the City Loan . The result of this modification will eliminate ties with the federal government for the HOME and CDBG funds sooner, while extending the term of the affordability restrictions on the projects assisted with HOME and/or CDBG funds. Each portion of the City Loan is or will immediately be forgivable as of the initial term of each loan except for loans associated with certain properties identified in this Agreement. However, BHC and the City also desire to extend the affordability period for each project assisted by the City Loan despite any partial or full forgiveness of the City Loan as further provided in this Agreement.

H. Now the parties desire to further modify, restate, and replace in its entirety the Master Loan Agreement by entering into this Amended and Restated Master Loan Agreement to modify and restate the terms of the Loan to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan as set forth in more detail on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2) except for the loans related to specified properties as noted in Section 1.1 and on Exhibit A-2; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the loans related to specified properties as noted in Section 1.1 and on Exhibit A-1; 3) define "affordability covenant period" to be 55 years and three months for the Loan commencing January1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not

limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

I. The projects and properties subject to this Amended and Restated Master Loan Agreement are the following, as well as any future projects which specifically incorporate the Amended and Restated Master Loan Agreement in any City/Authority loan documents regarding those future projects:

1. On October 26, 1999, BHC entered into an affordable housing agreement with the City and Agency to assist in the rehabilitation of 2331-2333 North Fairview Street, then improved as a single-family home and a three-unit apartment building. The City provided an interest free loan of HOME funds and the Agency provided a loan (hereafter referred to as "Project No. 1").

2. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and manage a then duplex and two-unit apartment building located at 3000-3006 Thornton Avenue (hereafter referred to as "Project No.2"), with financial assistance by the Agency and City HOME funds.

3. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and manage real property located at 199 West Elmwood Avenue which was then improved with a six-unit apartment building. The transaction also consolidated the prior purchase agreement obligations entered into on November 30, 1999 (the Elmwood model), concerning the acquisition of 153, 158-159,164-165, 170-171, 188, 194 Elmwood. BHC provided a consolidated Promissory Note to the Agency, in exchange for Agency funds. This Elmwood project is collectively referred to as "Project No.3".

4. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and management of 1721 Elliot Drive, then improved with an eight-unit apartment building. Under the terms of the affordable housing agreement, the City agreed to loan BHC funds, a portion from CDBG, and a portion from HOME funds. The Agency also lent BHC funds for this project. The Elliot project is hereafter referred to as "Project No. 4".

5. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue, which was then improved with a single family dwelling. The Agency provided a loan to BHC. The 3030 Thornton Avenue project is hereafter referred to as "Project No. 5".

6. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement whereby BHC agreed to rehabilitate and then lease the property at 1801-1815 Grismer Avenue, 1819 Grismer Avenue and 1729-1735 Elliott Drive. As part of the DDA, the Agency provided BHC a loan for the rehabilitation of existing structures and construction of an activity center to be used for after school care by the focus neighborhood of the Grismer and Elliott projects. The aforementioned project is hereafter referred to as "Project No. 6".

7. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven units at 2325 and 2335 Fairview Street. The City provided a loan to BHC from HOME funds (hereafter "Project No. 7").

8. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement whereby Agency provided a loan to fund the acquisition, rehabilitation and management of the property located at 2321 North Fairview Street and 2321-2323 North Catalina Street and related relocation costs for displaced households. An activity center serves the neighborhood. This Project involves multiple unrelated properties. Though this amendment, this Project is being divided into two separate projects: 1) 2321- 2323 N. Catalina ("Project No. 8A") and 2) 2321 N. Fairview Street ("Project No. 8B"). The loan amounts and promissory notes are also being divided as follows: 1) 65%; to Project No. 8A; and 2) 35% to Project No. 8B.

9. On May 4, 2004, the Agency and BHC restructured and consolidated affordable housing agreements in the Lake-Verdugo Focus Neighborhood, as to 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. The City (HOME and CDBG) and the Agency had provided funding under the initial agreements. The restructured debt included additional Agency funds lent to BHC to pay off certain private financing. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

10. On July 19, 2005, BHC entered into an affordable housing agreement with the Agency whereby the Agency lent BHC funds to assist in the acquisition of the property located at 1902 Keeler Street. The Keeler project is hereafter referred to as "Project No. 10." As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted.

11. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC for the property located at 313 and 427 West Valencia Avenue ("Project No. 11").

12. On April 4, 2006 , the City (HOME funds) and Agency lent BHC funds for the purchase and rehabilitation ten rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue ("Project No. 12").

13. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide for eight affordable rental units using City HOME funds and Agency funds ("Project No. 13").

14. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six rental units at 2219 and 2329 North Niagara Street. Agency funds were lent to allow for BHC to purchase and rehabilitate the property ("Project No. 14").

15. On November 25, 2008, and amended on Oct. 9, 2009, BHC recorded a regulatory agreement, whereby BHC agreed to acquire and rehabilitate four (4) rental units to low and very low income households. Agency funds and City HOME funds were lent to BHC for this property located at 2406 North Naomi Street ("Project No. 15").

16. On January 15, 2009, BHC recorded a regulatory agreement agreeing to maintain 34 affordable units at 275 W. Verdugo. Agency funds were lent to BHC for this Property ("Project No. 16").

17. On October 13, 2009, BHC recorded a regulatory agreement agreeing to maintain four affordable units at 2615 Thorton Avenue, Agency and City (HOME) lent BHC funds to acquire and rehab the property ("Project No. 17").

18. On August 27, 2010, BHC recorded a regulatory agreement agreeing to maintain four affordable units at 225 W. Linden Avenue. Agency and City (HOME) lent BHC funds for this property ("Project Property No. 18").

19. On December 17, 2010, BHC recorded a regulatory agreement agreeing to maintain seven affordable units at 2234 N. Catalina Street. Agency and City (HOME) lent BHC funds for this property ("Project No. 19").

20. On May 25, 2011, BHC recorded a regulatory agreement agreeing to maintain 20 affordable units at 2223-2235 N. Catalina Street. Agency and City lent BHC funds for this property ("Project No. 20").

21. On November 1, 2012, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 2300 Niagara Street . City lent HOME funds for this property ("Project No 21").

22. On August 22, 2013, BHC recorded a regulatory agreement agreeing to maintain eleven affordable units at 1101 W, Verdugo Avenue and 1108 W. Angeleno Avenue. City (along with multiple other funding sources, MHP and federal fund) lent BHC HOME funds for this property ("Project No. 22").

23. On July 11, 2017, Authority, City and BHC entered into an Affordable Housing Agreement whereby BHC agreed to rehabilitate 10 rental units at 153, 159 and 199 Elmwood Avenue. City HOME funds were lent to allow for BHC to rehabilitate 10 units in the existing three buildings on the properties ("Project No. 23").

24. On March 6, 2018, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 1932 N. Ontario. Authority and City (HOME) lent BHC funds for this property ("Project No. 24").

25. On November 15, 2018, BHC recorded a regulatory agreement agreeing to maintain three affordable units at 2300 N. Fairview. City (HOME) and Authority lent BHC funds for this property ("Project No. 25").

J. It is intended by the parties to amend and/or restate the applicable Affordable Housing Agreements, Promissory Notes, Deed of Trust, Regulatory Agreements, and Ground Leases, as necessary, as to the changes set forth herein, for all projects mentioned in Recital I above, to be made consistent with this Amended and Restated Master Loan Agreement ("Related Agreements").

NOW, THEREFORE, Authority, City and **BHC** (or the Borrower) hereby agree as follows:

1. Loans for individual properties. The Promissory Notes in favor of the Authority or Agency, and those in favor of the City, applicable to the Project Nos. 1-9 and 11- 25 shall be amended and restated to conform to this Agreement, with Exhibit A-1 as the form promissory note for Authority Loan and Exhibit A-2 as the form promissory note for City (HOME and CDBG) Loan ("Notes"). Exhibits A-1 and A-2 are incorporated herein by reference. However, it is not intended to amend any portion of the Promissory Notes relating to the Development Fee. Provisions relating to the Development Fee shall begin with Project No. 15 only, and then apply to all future projects that specifically provide for it. Notwithstanding the foregoing, this Agreement amends and restates each separate loan agreement, where such existed, or other applicable document, and related Agreement, such as Affordable Housing Agreements and to the extent that this Agreement is inconsistent with any prior agreement affecting the aforementioned Projects, this Agreement shall prevail. The Notes and Deed of Trust continue to provide that a default on any one Note can result in a default on all of the projects subject to the Agreement now and from time to time any future project in which the Authority/City documents state that that project shall conform to this Agreement , which can result in the Authority or City exercising foreclosure rights on all of the projects. Accounting shall be maintained for each individual project in compliance with this Agreement.

1.1 Repayment of Amended Loan; Interest The Borrower's obligation to repay the Amended and Restated Master Loan shall be set forth in the Authority Note and City Note. The payments on the Authority Note shall be due annually commencing April 1, 2026 for the period of January 1, 2025 - December 31, 2025. No payment shall be due for the period from December 31, 2024 to April 1, 2025. The term of the Authority Loan and Authority Note shall be for fifty-five (55) years and three (3) months commencing January 1, 2025. As long as there is no breach of the affordability terms during the Affordability Period, payments on the Authority Loan and Authority Note shall be forgiven after every 12 months on April 1 of each year for the immediately preceding calendar year by the amount $1/55^{th}$ of the initial balance (as to the total balance and for the amount of such loan for each project which received Authority Loan funds as shown on Schedule 1 to the Authority Amended and Restated Promissory Note (attached hereto as Exhibit A-1); and completely, for the Authority Note, upon the expiration of the Affordability Period (April 1, 2080); provided however, that the portions of the Authority Loan and Authority Note attributable to Project No. 1, Project No. 7, and Project No. 8B (2331-2333 North Fairview, 2325-2335 North Fairview, and 2321 North Fairview properties (the "Fairview Properties")) shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, April 1, 2080, shall not bear interest, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. The term for each portion of the City Loan and City Note is as set forth in on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2). As long as there is no breach of the affordability terms during the Affordability Period,

no payments shall be due on the City Loan or City Note, and each portion of the City Loan is hereby forgiven or will be forgiven as of the initial term of the original note evidencing the applicable portion of the City Loan as set forth on Schedule 1 to the City Amended and Restated Promissory Note (attached here to as Exhibit A-2); provided however, that the portions of the City Loan and City Note attributable to the Fairview Properties shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, shall not bear interest, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. Upon a breach of the affordability terms during the Affordability Period, then any remaining principal balance of the Notes shall be due immediately. Borrower shall no longer make an annual payment or any Loan payment unless payments are accelerated in accordance with the Notes. No interest shall be incurred or owed on the Loan or under the Notes or any other document evidencing the Loan effective as of December 31, 2024, and all Note balances shall be reset as of that date. This modified repayment schedule eliminates any payment from residual receipts, and references to residual receipts in any documents involving the projects subject to this Agreement are hereby deleted.

If the Fairview Properties have not been released from the terms of this Agreement and Deed of Trust by the date five (5) years after the Effective Date, or earlier if requested by BHC, the terms of the Loan associated with those properties will revert to the terms for the other properties covered by this Agreement for the Authority Loan and City Loan respectively. In that case, the notes for the Fairview Properties will be modified to reflect those terms.

1.2 Definitions. As used in this Master Loan Agreement the following definitions apply:

"Approved General Administrative Costs" shall mean costs incurred by Borrower as a nonprofit corporation which are not directly attributable to a specific project, but which are directly related to preserving affordable housing for low-to moderate-income households in accordance with Health & Safety Code Sec. 33334.2(e) and consistent to the mission statement and goals of Borrower in accordance with Articles of Incorporation and By-laws.

"Developer Fee" shall mean a compensation to Borrower as a developer fee as set forth in the Affordable Housing Agreements, for the time and risk involved to develop the specific project. The Developer Fee can only be used to further Borrower's mission and goals, and for no other purposes. The Developer Fee shall be kept in a separate account by Borrower which shall be capped at $600,000. During the Annual Budget process, Borrower shall provide a proposed budget as to the anticipated expenditure of these funds. Developer Fees further shall be paid as specified in the individual project Affordable Housing Agreement, or set forth in this Agreement.

"Income" shall mean all gross income and all revenues of any kind from the Property (each Project is hereafter referred to as Property) in a calendar year, including without limitation, Property rents, late charges, laundry revenues, vending machines, interest on security deposits, food service, if any, and any other revenues of whatever kind or nature from the Property.

"Operating Expenses" shall mean actual, reasonable and customary (for comparable affordable housing projects in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance, and management of the Property in a calendar year, including: (a) property management fee from the Property; (b) painting, cleaning, repairs, alterations, landscaping, utilities, sidewalk repair; refuse removal, certificates, permits and licenses, sewer

charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services not included in property management, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys and other professionals; (c) asset management fee; (d) specific expenses required in the operation of on-site activity centers; (e) other costs consistent with Borrower's Articles of Incorporation and By-Laws, and Borrower's operating deficiencies of other Affordable Housing Projects not covered by operating reserves; and (f) other actual, reasonable and customary operating costs which are directly incurred and paid by the Borrower. The Operating Expenses shall not in any event include non-cash expenses, including without limitation, depreciation.

"Reserve Deposits" shall mean (a) payments to a capital replacement reserve account in accordance with a capital reserve study, which shall be updated from time to time to the extent payable from cash flow from the Projects; and (b) payments to an operating reserve which shall be equal to six months of then operating expenses. The exact amounts to be deposited annually into the capital replacement reserve account has been initially determined by the Authority's Assistant Executive Director in accordance with the Borrower submitted capital reserve study in a form reasonably acceptable to the Authority's Assistant Executive Director. The capital reserve study shall be updated periodically at the request of the Authority's Assistant Executive Director, and in which case, the amount of capital replacement reserve account shall reflect the updated capital reserve study. Two accounts shall be maintained at all times, each account though can be combined with other Projects' reserve accounts for capital replacement and other Projects' operating reserve accounts. The operating reserve account shall be built up and maintained at an amount equal to six months then operating expenses. It is intended that this operating reserve account shall be capped at the then six month operating expense amount. The capital replacement reserve account and the operating reserve account may then be used on any of the Projects as necessary.

1.3 Annual Budget Process Required. Not later than. November 1 of each year, Borrower shall begin conferring with Authority's Assistant Executive Director and shall present a proposed budget for the following calendar year. During this budget process, the parties shall meet, and the Authority's Assistant Executive Director shall determine at that time, reserve amounts, the anticipated use of the Developer Fee, as well as the reasonableness of the other estimated expenses and income. With respect to consideration of Approved General Administrative Costs, the Authority's Assistant Executive Director shall determine that the planning and administrative expenses are necessary for the production, improvement, or preservation of low-and moderate-income housing. Before December 31, the Authority's Assistant Executive Director shall provide Borrower with approval as to Approved General Administrative Costs. No later than April 1, Borrower shall obtain annual audited financial statements with respect to Borrower's operations that have been reviewed by an independent certified public accountant together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles. One statement can be provided for all Projects as long as each Project is clearly delineated, or separate statements can be provided for each Project. Further, the Authority may audit Borrower at any time, by providing reasonable notice. The audit shall be at Authority's expense.

Notwithstanding the foregoing, however, the total amount of the principal and any other amounts owing under the Notes shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust securing the Notes (other than transfers specifically approved by the City and/or Authority); or

b. in the event of a default by the Borrower under this Agreement, the Affordable Housing Agreements related to any of the Projects as amended, any Regulatory Agreement recorded against any property subject to the Deed of Trust securing the Notes, the Deed of Trust securing the Notes, or the Notes, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

1.4 Security for Agency and City Loan. The Notes for Project Nos. 1-9 and 11-25 have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Agency in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any one of the specific Notes. Once recorded, the Instrument Number of the Amended and Restated Deed of Trust shall be noted here: 20250809610.

1.5 Amendments to Affordable Housing Agreements. As part of this Agreement, the Affordable Housing Agreement for each Project subject to the Loan, if any, shall be modified as provided in this Agreement.

1.6 Affordability Period set forth in Regulatory Agreements. As part of this Agreement, the Regulatory Agreement for each property subject to the Loan shall be modified to provide for a set term of 55 years and three months for the Affordability Period, commencing with January1, 2025, and expiring April 1, 2080. The form of the Third Amendment to Regulatory Agreement shall be in the form set forth as Exhibit C-1 for all Projects other than Project No. 8A and Project No. 8B, the Third Amendment to Regulatory Agreement for Project No. 8A shall be in the form set forth as Exhibit C-2, and the Third Amendment to Regulatory Agreement for Project No. 8B shall be shall be in the form set forth as Exhibit C-3, attached hereto and incorporated herein by this reference.

1.7 Subordination. The Deed of Trust shall not be subordinate to any other deeds of trust, unless expressly approved by the Authority and/or City, which approval or denial may be made in its sole and absolute discretion. In the event this provision is in conflict with any other provision in a Related Agreement, this provision shall prevail. Approval by Authority is required as to subordination related to Authority Note; similarly, approval by City is required as to subordination related to City Note.

1.8 Assignment. The Promissory Notes shall not be assigned by Borrower without the prior written consent of the Authority and/or City.

1.9 Amendments to Articles and By-laws; City Representatives on Board. As further consideration for the Authority Loan and the City Loan, BHC agrees to maintain its Articles of Incorporation and By-laws to reflect that its mission is expanded to provide community services in the City of Burbank and general administrative activities associated with the development, improvement, and preservation of low- and moderate-income housing in the City of Burbank, including but not limited to activity centers and child care, and that its powers and purpose be limited to the geographic boundaries of the City of Burbank. The amended provisions required by this section shall not be changed without Authority and City prior approval. The required provisions shall be reflected in the Articles and By-laws. Whether or not the provisions are incorporated into the articles and by-laws, any violation of this section will further be deemed to be a default of the Amended and Restated Master Loan Agreement, causing acceleration of the Loan herein. Two representatives from the City or Authority shall be on the BHC Board of Directors as appointed by the City or Authority. The two members shall have full Board membership rights including but not limited to voting rights.

1.10 Modification of Ground Leases to Conform to New Term of Affordability Covenants, and Deletion of Residual Receipts Payments. In 2006, BHC and the Agency entered into several fifty-five (55) year leases with a promissory note and payments including interest and residual receipts as repayment. The financial terms of the leases at 1) 427 West Valencia and 313 West Valencia, and 2) 1729-1735 Elliot Dr., 1801-1818 and 1819 Grismer; are modified to eliminate interest past and future, to eliminate any payment from residual receipts, to forgive payments when not in default, and to extend the terms of the leases for 55 years to correspond to the new Affordability Period. The forms of the modifications of the leases are attached as Exhibits D-1 and D-2.

2. Minimum Requirements.

2.1 Operation of Development in Compliance with Affordable Housing Agreements. To the extent not already completed, the Borrower shall rehabilitate (where applicable), operate and maintain each Project in compliance with the requirements of each respective Regulatory Agreement, as amended.

2.2 Maintenance. The Borrower shall maintain each Project in good condition, free of debris, waste and graffiti, in a clean and presentable manner, and in compliance with the Regulatory Agreement associated with each Project, this Agreement and all applicable provisions of the Burbank Municipal Code and other laws Each Project shall be maintained in accordance with this Section 2.2 until the termination of the Affordability Period specified in this Agreement. If a Project is not so maintained, and such condition is not corrected within a reasonable period after written notice thereof from the Authority, then the Authority may perform the necessary maintenance, and Borrower shall pay such costs as are reasonably incurred for such maintenance.

2.3 Indemnity and Insurance. Borrower shall furnish the City and Authority with proper evidence of the insurance which is required pursuant to the Regulatory Agreements and this Agreement. At a minimum the following standards shall apply: The Borrower shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars

($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Borrower shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Borrower or its contractors, subcontractors, agents or employees with respect to the Property. Borrower shall also require all property managers to maintain comparable insurance, and to also maintain fidelity (employee dishonesty) insurance in a commercially reasonable amount. All policies shall protect the Borrower, City and Authority from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Authority. Such policy or policies shall be written on an occurrence form. The Borrower shall also furnish or cause to be furnished to the Authority Assistant Executive Director evidence satisfactory to the City Attorney that Borrower and any contractor with whom it has contracted for the performance of work on any Project or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Borrower shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Authority setting forth the general provisions of the insurance coverage each year. This countersigned certificate shall name the City and the Authority and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Authority of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Borrower shall be primary insurance and not be contributing with any insurance maintained by the Authority or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Authority. The required certificate shall be updated annually, and the City and Authority reserve the right to increase these amounts no more than once every five years in a commercially reasonable amount determined by the City's Risk Manager. Borrower shall also take out and maintain until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

In the event Borrower is unable to obtain any of the insurance coverages required herein, the Authority or City may find BHC in default of this Agreement; provided, however, the Borrower may request the Authority's Executive Director to pay for the insurance or to waive said insurance coverage requirements and place the Property and Rehabilitation on the Authority's insurance policy(ies). The Authority's Executive Director may approve or deny Borrower's waiver request in its sole and absolute discretion. Concurrently with Borrower's waiver request, the Borrower shall provide written correspondence from at least three (3) insurance underwriters evidencing Borrower's inability to obtain insurance coverage, regardless of cost. Any cost to the Authority caused by a purchase of insurance or a waiver of insurance coverage, including increased premium, may be added to the amount of the collective Notes under this Amended and Restated Master Loan Agreement, and shall be repaid pursuant to the terms thereof, or Authority may pursue a separate action (such as acceleration of the Notes, nonjudicial foreclosure, or litigation) for repayment of the insurance policy cost, Such action is not limited to the real property.

In addition to the foregoing, the Borrower shall defend, indemnify, assume all responsibility for, and hold the former Agency, the Authority and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorney's fees and costs), which may be caused by any acts or omissions of the Borrower under this Agreement, whether such activities or performance thereof be by the Borrower or by anyone directly or indirectly employed or contracted with by the Borrower and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Borrower shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the City, the Agency, the Authority or their respective agents or employees.

2.4 [Intentionally reserved.]

2.5 Compliance With Laws. The Borrower shall develop, maintain and operate the Property in conformity with all applicable laws, including all applicable state labor standards, the zoning and development standards of the City of Burbank, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, all applicable environmental laws, all state and federal fair housing laws, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.,* Government Code Section 4450, *et seq.,* Government Code Section 11135, *et seq.,* and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. HUD regulations as required for HOME funds shall be complied with whenever HOME funds have been used in a Project.

2.6 Nondiscrimination. Borrower for itself and its successors and assigns, agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, rental, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, leases, sublessees, subtenants, contractors or vendees in the Property. Borrower shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations, as amended.

2.7 Condition of the Property.

a. Borrower Precautions. Borrower shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which may be located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Borrower shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

b. Environmental Indemnity. Borrower shall indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Property, use

on the Property, generation on the Property, discharge from the Property, storage on the Property, disposal on or from the Property, or transportation to or from the Property, of any Hazardous Materials during the term of this Agreement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment; provided, however, under no circumstances shall these indemnity obligations of Borrower include any obligation for payment of punitive damages assessed against former Agency, Authority or City or their officers, employees, agents or representatives.

c. Definitions. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, Los Angeles County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

2.8 Liens and Stop Notices. Borrower shall use its best efforts to prevent any lien or stop notice from being placed on the Property or any part thereof, except as to those liens which are approved encumbrances under this Agreement or the Regulatory Agreement. If a claim of a lien or stop notice is given or recorded affecting the Property, the Borrower shall within thirty (30) days of such recording or service:

a. pay and discharge the same; or

b. effect the release thereof by recording and delivering to Authority a surety bond in sufficient form and amount, or otherwise; or

c. provide Authority and City, if applicable, with indemnification from a title insurance company reasonably acceptable to the Authority against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Authority from the effect of such lien or bonded stop notice.

2.9 Taxes and Assessments. Borrower shall pay prior to delinquency all ad valorem real estate taxes and assessments on the properties subject to this Agreement, subject to Borrower's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes.

3. Borrower's Representations and Warranties. Borrower represents and warrants to Agency as follows:

3.1 Legal Authority. Borrower has full right, power and lawful authority to undertake all obligations as provided herein, and the execution, performance and delivery of this Agreement by Borrower has been fully authorized by all requisite actions on the part of the Borrower. The parties who have executed this Agreement on behalf of Borrower are authorized to bind Borrower by their signatures hereto.

3.2 Litigation. To the best of Borrower's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Borrower or any parties affiliated with Borrower, at law or in equity before any court or governmental agency, domestic or foreign, which if adversely determined, would materially impair the right or ability of Borrower to execute or perform its obligations under this Agreement or any documents required hereby to be executed by Borrower, or which would materially adversely affect the financial condition of Borrower or any parties affiliated with Borrower.

3.3 No Conflict. To the best of Borrower's knowledge, Borrower's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Borrower or any parties affiliated with Borrower is a party or by which it is bound.

3.4 No Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings have been filed or are pending or threatened against the Borrower or any parties affiliated with Borrower, nor are any of such proceedings contemplated by Borrower or any parties affiliated with Borrower.

3.5 [Intentionally deleted.]

4. Remedies for Default. A failure by any party to perform any action or covenant required by this Agreement, the Affordable Housing Agreements, the Regulatory Agreements, the Promissory Notes, the Deed of Trust, or any loan or deed of trust for the acquisition, rehabilitation, or operation of the Projects subject to this Agreement, which is senior to the Agency Loan, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other

party shall not be in Default if such party cures such default within sixty (60) days of the claimed Default is a failure to pay amounts due pursuant to the Promissory Notes, or one hundred twenty (120) days from receipt of such notice for all other claimed Defaults hereunder, unless a longer cure period is provided in the Regulatory Agreements, Promissory Notes, Deed of Trust or other applicable Related Agreement. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within one hundred twenty (120) days from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Borrower is in default on any loan or deed of trust senior to the Loan, the Borrower shall immediately deliver to the Authority a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the Authority shall have the right (but not be obligated to) cure such default. In such event, the Authority shall be entitled to reimbursement from the Borrower of all costs and expenses actually incurred by the Authority in curing such default. The Authority shall be entitled to add such amount to the amounts owing pursuant to the Promissory Notes, and secured by the Deed of Trust, or in the alternative, Authority may pursue a separate action (such as acceleration of the Notes or specific Note in issue, nonjudicial foreclosure, or litigation) for repayment of the cost, not limited to the real property.

4.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Authority may also cause all indebtedness of the Borrower under this Agreement and the Promissory Note to become immediately due and payable, and may institute an action for judicial or nonjudicial foreclosure pursuant to the Deed of Trust. Legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county, or in the United States District Court for the Central District of California.

4.2 Acceptance of Service of Process. In the event that any legal action is commenced by the Borrower against Authority, service of process on Authority shall be made by personal service upon the Secretary or Executive Director of Authority or in such other manner as may be provided by law. . In the event that any legal action is commenced by the Borrower against City, service of process on Authority shall be made by personal service upon the City Clerk or City Manager or in such other manner as may be provided by law. In the event that any legal action is commenced by Authority and/or City against the Borrower, service of process shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by another party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default

or of any such rights or remedies, or deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

4.6 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

5. General Provisions.

5.1 Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other parties under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

To Authority: Housing Authority of the City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: Executive Director

To Borrower: Burbank Housing Corporation
1819 Grismer Avenue
Burbank, California 91504
Attn: Executive Director

To City: City of Burbank
275 E. Olive Avenue
Burbank, California 91502
Attn: City Manager

With copy to : Attn: City Attorney

Any written notice, demand or communication shall be deemed received immediately upon personal delivery or three (3) days after deposit in the United States mail; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be effective on the third day from the date of the attempted delivery or deposit in the United States mail.

5.2 Non-Liability of Officials and Employees of Authority and City. No member, official, officer or employee of Authority or the City shall be personally liable to the

Borrower, or any successor in interest, in the event of any Default or breach by Authority(or the City) or for any amount which may become due to the Borrower or its successors, or on any obligations under the terms of this Agreement.

5.3 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

5.4 Integration. This Agreement (including Exhibits A-1, A-2, B, C-1, C-2, and C-3, D-1, and D-2, together with the Related Agreements, contain the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. In the event there is any inconsistencies among the documents this Amended and Restated Master Loan Agreement shall prevail; then the Amended and Restated Promissory Notes; then the Amended Regulatory Agreements; and lastly, the Amended and Restated Deed of Trust.

5.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

5.6 Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

5.7 Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.8 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

5.9 Time of Essence. Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.

5.10 Cooperation. Each party shall cooperate with the other in this transaction and, in that regard, sign any and all documents which may be reasonably necessary, helpful, or

appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

5.11 Definitions. Any terms used in this Agreement but not separately defined herein shall have the meaning given to such terms in the Regulatory Agreements.

5.12 Exhibits. City Manager and Authority Executive Director shall prepare, are authorized to sign for the City and Authority, respectively, and shall record, as applicable, Amended and Restated Promissory Notes, Amendment and Restated Deed of Trust, amendments to Regulatory Agreement and amendments to Lease(s), substantially in the form attached as exhibits to this Agreement.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Authority, City and the Borrower have executed this Agreement as of the Effective Date.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Justin Hess, Executive Director

Attest:

Kimberly Clark
~~CMC~~, Secretary Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By: _____
Justin Hess, City Manager

Attest:

Kimberly Clark
_____, ~~CMC~~, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

By: _____

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: Chris T. Welker
Name: Chris T. Welker
Its: President

EXHIBIT A-1

Promissory Note Form for Authority Loan

AMENDED AND RESTATED PROMISSORY NOTE (AUTHORITY)

$43,822,258.70

January 14, 2025
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation ("Borrower"), promises to pay to the **HOUSING AUTHORITY OF THE CITY OF BURBANK,** a public body, corporate and politic (the "Authority"), at the Authority's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the Authority/City may designate in writing, the principal sum calculated as of the Effective Date of Forty-Three Million Eight Hundred Twenty-Two Thousand Two Hundred Fifty-Eight and Seventy Hundredths Dollars ($43,822,258.70) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Note") is given in accordance with that certain **Amended and Restated Master Loan Agreement** executed by the Authority, the City of Burbank and the Borrower, dated as of January 14, 2025 (the "Agreement") which is incorporated herein by this reference. The Agreement further incorporates this Note, the Deed of Trust, and Regulatory Agreements affecting twenty-four (25) projects from time to time, which now have the same terms, having been modified by the Agreement. The Note Amount collectively combines all amounts owed to the Authority for all of the projects, with Schedule 1 to this Note specifying the amounts due to the Authority for each project. The rights and obligations of the Borrower and the Authority under this Note shall be governed by the Agreement (including its exhibits) and by the additional terms set forth in this Note. In the event of any conflict, the Agreement prevails, then this Note, then the Regulatory Agreements, and then the Deed of Trust. This Note, Regulatory Agreements, Deed of Trust, and Affordable Housing Agreements are collectively referred as the Related Agreements to the Amended and Restated Master Loan Agreement.

2. **Interest and Term.** As of December 31, 2024, no interest shall accrue on the Note Amount. The term of the Note shall be fifty-five years, commencing on January 1, 2024 and ending on January 1, 2080.

3. **Repayment of Note Amount.** Payments are due annually, commencing with April 1, 2026, for the annual payment from January 1, 2025-December 31, 2025; however, each twelve month payment shall be forgiven by 1/55th of the initial balance (for the total amount and the amount associated with each project) and completely upon expiration of the Affordability Period (April 1, 2080), as long as Borrower does not breach of the affordability terms during the Affordability Period; provided however, that the portions of the Authority Loan and Authority Note attributable to Project No. 1, Project No. 7, and Project No. 8B (2331-2333 North Fairview, 2325-2335 North Fairview and 2321 North Fairview properties) (the "Fairview Projects")

shall have terms for fifty-five (55) years and three (3) months commencing January 1, 2025 and expiring at the end of the Affordability Period, April 1, 2080, and shall not be forgiven and instead will be due and payable at the end of the Affordability Period. No payments shall be due between December 31, 2024 and April 1, 2025.

The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. On April 1, 2080, this obligation shall be paid in full, provided Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, the Note Amount will be forgiven in its entirety except that the portions of the Authority Loan and this Note attributable to the Fairview Properties shall not be forgiven and instead will be due and payable on December 31, 2080. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreements, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the Authority to declare them due subsequently.

4. Security. The Notes for Project Nos. 1-9 and 11-25 (as defined in the Agreement) have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Authority in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any

one of the specific Notes. Once recorded the Instrument Number of the Amended and Restated Deed of Trust shall be noted here:_____.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the Authority's sole discretion and that the Authority may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the Authority with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note if suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

8. Amendments; Modifications.; Assignments. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the Authority. In the event Authority at some time in the future, and from time-to -time, agrees in its sole and absolute discretion, to release Borrower as to a specific property subject to the Agreement, then this Note, the Deed of Trust and respective Regulatory Agreement can be released, reconveyed and/or modified to so reflect. In the event of any release, the affordability restrictions may be renegotiated.

9. Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement or a dissolution context, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the other party, which consent may be given or withheld in the other party's sole discretion.

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Amended and Restated Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____
Title: _____

Schedule 1 to Authority Amended and Restated Promissory Note

Burbank Housing Agency and Authority Notes

Original Note Date	Amended By Master Loan Agreement	No.	Original Note Amount	Property	Agency	Authority (LMIHAF)	Terms	Fully Forgiven Date	Units	Focus Group
04/25/01	01/14/25	Project no. 2	$366,000.00	3000 3006 Thornton Ave	$411,020.91		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC2
07/10/01	01/14/25	Project no. 3	$2,837,974.00	199 West Linwood	$2,818,734.69		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	67	BHC1
07/10/01	01/14/25	Project no. 3	$399,566.00	199 West Linwood	$399,565.84		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	67	BHC1
07/16/02	01/14/25	Project no. 4	$332,765.00	1721 Elliott Drive	$332,764.82		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	7	BHC4
05/27/03	01/14/25	Project no. 5	$59,918.38	3030 Thornton Ave	$59,918.38		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC2
05/27/03	01/14/25	Project no. 5	$232,800.00	3030 Thornton Ave	$231,629.99		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC2
09/23/03	01/14/25	Project no. 6	$3,441,000.00	1801 1819 Grismer Ave/1729 1735 Elliott	$3,441,000.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	72 plus office and AC	BHC4
09/23/03	01/14/25	Project no. 6	$2,888,942.00	1801 1819 Grismer & 1729 1735 Elliott	$2,888,942.57		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	72 plus office and AC	BHC4
06/15/04	01/14/25	Project no. 8a	$3,143,000.00	2321 2323 N Catalina	$2,186,497.20		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	14	BHC2
05/04/04	01/14/25	Project no. 9	$1,479,944.00	Verdugo Lake Consolidation Loan	$1,479,944.43		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	13	BHC5
01/31/06	01/14/25	Project no. 11	$135,595.00	313 W. Valencia	$135,595.32		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
01/31/06	01/14/25	Project no. 11	$88,698.00	427 W. Valencia	$88,697.69		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	1	BHC6
04/06/06	01/14/25	Project no. 12	$1,232,217.00	157 W. Linden	$1,078,635.68		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	9	BHC3
01/23/07	01/14/25	Project no. 13	$863,714.00	261 W. Verdugo Avenue	$863,714.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	8	BHC5
01/23/07	01/14/25	Project no. 14	$1,836,929.00	2219/2379 Niagara	$1,836,929.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	6	BHC2
09/01/09	01/14/25	Project no. 15	$936,100.00	2406 N. Naomi	$936,100.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
04/01/09	01/14/25	Project no. 16	$9,786,500.00	275 W. Verdugo Ave.	$9,786,500.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	34	BHC5
10/07/09	01/14/25	Project no. 17	$1,007,200.00	2615 Thornton Ave	$1,007,200.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
08/20/10	01/14/25	Project no. 18	$1,769,792.00	225 W. Linden	$1,125,852.53		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	4	BHC6
12/09/10	01/14/25	Project no. 19	$973,800.00	2234 Catalina	$839,383.65		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	7	BHC2
05/12/11	01/14/25	Project no. 20	$9,298,200.00	2223 2227 Catalina	$9,298,200.00		Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	20	BHC2
03/28/18	01/14/25	Project no. 24	$547,622.00	1932 Ontario Street		$547,622.00	Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	3	BHC6
10/30/18	01/14/25	Project no. 25	$913,770.00	2300 North Fairview Street		$913,770.00	Forgiven 1/55th annually from the Amended and Restated MLA date	4/1/2080	3	BHC6
				Total Principal to be Forgiven after 55 Years from Amended & Restated MLA date	**$40,696,826.70**	**$1,461,392.00**				
10/26/99	01/14/25	Project no. 1	$111,890.00	2331 2333 North Fairview****	$111,890.04		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		3	BHC2
11/18/03	01/14/25	Project no. 7	$377,165.00	2325 2335 Fairview ****	$377,165.76		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		7	BHC2
06/15/04	01/14/25	Project no. 8b	$3,143,000.00	2321 North Fairview ****	$1,174,984.20		No forgiveness; no interest, payments deferred until maturity date of 4/1/2080		14	BHC2
				Total No Forgiveness, No Interest, Deferred Loans	**$42,360,866.70**	**$1,461,392.00**				
				Total Agency and Authority Principal balance	**$43,822,258.70**					

**** Amended and Restated Authority Promissory Note includes the total of principal amount to be forgiven in the future of Agency principal of $43,268,576.70 and Authority principal $1,461,392 , plus total principal amount for Projects No. 1 ($111,890.04), No. 7 ($377,165.76), and No. 8b ($1,174,984.20) which are deferred until 4/1/2080 for a total principal amount of $46,394,008.70.

EXHIBIT A-2

Sample Promissory Note for City Loan

PROMISSORY NOTE
(CITY)

$7,047,124.73

January 14, 2025
Burbank, California

FOR VALUE RECEIVED, BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation ("Borrower"), promises to pay to the **CITY OF BURBANK**, a California municipal corporation (the "City"), or order, at the City's office at 275 East Olive Avenue, Burbank, California 91510-6459, or such other place as the City may designate in writing, the principal sum as of the Effective Date of Seven Million Forty Seven Thousand One Hundred Twenty-Four and Seventy-Three Hundredths Dollars (7,047,124.73) (the "Note Amount") in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Note") is given in accordance with that certain **Amended and Restated Master Loan Agreement** executed by the Housing Authority of the City of Burbank, the City and the Borrower, dated as of January 14, 2025 (the "Agreement") which is incorporated herein by this reference. The Agreement further incorporates this Note, the Deed of Trust, and Regulatory Agreements affecting twenty-four (24) projects from time to time, which now have the same terms, having been modified by the Agreement. The Note Amount collectively combines all amounts owed to the City for all of the projects with Schedule 1 to this Note specifying the amounts due to the City for each project by funding source. The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement (including its exhibits) and by the additional terms set forth in this Note. In the event of any conflict, the Agreement prevails, then this Note, then the Regulatory Agreements, and then the Deed of Trust . This Note, Regulatory Agreements, Deed of Trust, and Affordable Housing Agreements are collectively referred as the Related Agreements to the Amended and Restated Master Loan Agreement.

2. **Interest and Term.** No interest shall accrue on the Note Amount, past or future. The term of the Note shall remain as set forth in the attached Schedule 1 and shall not be extended herein, except for Projects 1 and 7 which shall have a term of fifty-five years, commencing on January 1, 2024 and ending on January 1, 2080.

3. Repayment of Note Amount. Payments are due annually, commencing with April 1, 2026 for the annual payment from January 1, 2025-December 31, 2025. No payments shall be due between December 31, 2024 and April 1, 2025. As long as there is no breach of the affordability terms during the Affordability Period, no payments shall be due on the City Loan or City Note, and each portion of the City Loan is hereby forgiven or will be forgiven as of the initial term of the original note evidencing that portion of the City Loan and this Note as set forth on Schedule 1 attached to this Note; provided however, that the portions of the City Loan and this Note attributable to Project No. 1 and Project No. 7 (2331-2333 North Fairview and 2325-2335 North Fairview properties) shall not be forgiven and instead will be due and payable on December 31, 2080.

The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, Borrower shall have no obligation to pay this Note or make any installment payment thereon. to the extent not previously forgiven. On April 1, 2080, this obligation shall be paid in full, provided if Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreements, the Note Amount will be forgiven in its entirety, except for the portions of the City Loan and this Note attributable to Project No. 1 and Project No. 7 (2331-2333 North Fairview and 2325-2335 North Fairview properties) shall not be forgiven and instead will be due and payable on December 31, 2080. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth herein.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the real property, or any portion thereof, that is subject to the Deed of Trust (other than transfers approved or permitted pursuant to the Agreement); or

b. in the event of a default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreements, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

4. Security. The Notes for Projects 1-9 and 11-25 (as defined in the Agreement) have previously been secured by one Deed of Trust with Assignment Rents (Short Form) recorded on October 26, 2006 as Instrument No. 06-2369323 in the Official Records of Los Angeles County (the "Deed of Trust") as an encumbrance to the Borrower's interest in the collective Projects. An Amended and Restated Deed of Trust will be recorded to reflect the loan modification in the form attached hereto as Exhibit B, and incorporated herein by this reference. The Amended and Restated Deed of Trust secures all of the outstanding Agency/Authority and City Notes related to the Projects. Each Note includes all of the provisions for cross-default and

cross-collateralization. The Amended and Restated Deed of Trust is intended to secure future amounts lent to Borrower from either City and/or Authority in which the future documents state that those amounts are secured by the Amended and Restated Deed of Trust, and other future modifications to this Agreement. This Agreement can be amended at any time to include additional loans from either City alone or the Authority alone, without the consent of the other (either City or Authority). The entire security, therefore, can be foreclosed upon a default in any one of the specific Notes. Once recorded the Instrument Number of the Amended and Restated Deed of Trust shall be noted here:_____.

5. Waivers.

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. Attorneys' Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Deed of Trust Acceleration. The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement. .

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City. In the event City at some time in the future, and from time-to -time, agrees in its sole and absolute discretion, to release Borrower as to a specific property subject to the Agreement, then this Note, the Deed of Trust and respective Regulatory Agreement can be released, reconveyed and/or modified to so reflect. In the event of any release, the affordability restrictions may be renegotiated.

9. Assignment Prohibited. Except in connection with transfers permitted pursuant to the Agreement or a dissolution context, in no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the other party, which consent may be given or withheld in the other party's sole discretion.

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Amended and Restated Master Loan Agreement.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Schedule 1 to City Amended and Restated Promissory Note

Burbank Housing Corporation Home and CDBG Notes

Original Note Date	Amended & Restated By Master Loan Agreement	Project No.	Original Note Amount	Property	HOME - Principal Amount Totals	CDBG - Principal Amount Totals	Terms	Forgivable (Y/N)	Original Forgivable date after 15 years	Units	Focus Group
04/25/01	01/14/25	Project no. 2	150,000.00	3000 3006 Thornton Ave	$150,000.00		Forgiven as of the initial term date.	Y	4/25/2016 *	4	BHC2
07/16/02	01/14/25	Project no. 4	279,059.00	1721 Elliott Drive	$279,059.05		Forgiven as of the initial term date.	Y	7/16/2017 *	7	BHC4
7/16/2002	01/14/25	Project no. 4	341,072.00	1721 Elliott Drive - CDBG		$341,072.16	Forgiven as of the initial term date.	Y	7/16/2017 *	7	BHC4
05/04/04	01/14/25	Project no. 9	328,091.00	237 W. Verdugo	$328,090.94		Forgiven as of the initial term date.	Y	5/4/2019 *	10	BHC5
05/04/04	01/14/25	Project no. 9	335,478.00	241 243 W. Verdugo	$335,478.68		Forgiven as of the initial term date.	Y	5/4/2019 *	4	BHC5
05/04/04	01/14/25	Project no. 9	341,861.00	257 W. Verdugo	$341,681.37		Forgiven as of the initial term date.	Y	5/4/2019 *	9	BHC5
5/4/2004	01/14/25	Project no. 9	568,812.00	220 W. Tujunga - CDBG		$568,812.30	Forgiven as of the initial term date.	Y	5/4/2019 *	7	BHC5
04/06/06	01/14/25	Project no. 12	1,442,415.00	157/159 W. Linden, 160 W. Elm	$1,442,415.00		Forgiven as of the initial term date.	Y	4/6/2021 *	9	BHC3
1/23/2007	01/14/25	Project no. 13	848,653.00	261 W. Verdugo Avenue	$848,653.00		Forgiven as of the initial term date.	Y	1/23/2022 *	8	BHC5
9/1/2009	01/14/25	Project no. 15	510,000.00	2406 N. Naomi	$510,000.00		Forgiven as of the initial term date.	Y	9/1/2024 *	4	BHC6
				Total Principal Forgiven to date based on original term date	**$4,235,378.24**	**$909,884.46**					
9/23/2010	01/14/25	Project no. 17	530,500.00	2615 Thornton Ave	$530,500.00		0%	Y	9/23/2025	4	BHC6
8/20/2010	01/14/25	Project no. 18	526,608.00	225 W. Linden	$526,608.00		0%	Y	8/20/2025	4	BHC6
12/9/2010	01/14/25	Project no. 19	1,010,500.00	2234 Catalina	$1,010,500.00		0%	Y	12/2/2025	7	BHC2
10/26/2012	01/14/25	Project no. 21	427,738.00	2300 Niagara	$427,738.00		0%	Y	10/26/2027	3	BHC2
8/20/2013	01/14/25	Project no. 22	1,299,874.00	1108 Angelino/1101 Verdugo	$1,299,874.00		0%	Y	8/20/2028	11	BHC8
8/20/2013	01/14/25	Project no 22	153,020.00	1108 Angelino/1101 Verdugo	$153,020.00		0%	Y	8/20/2028	11	BHC8
7/13/2015	01/14/25	Project no. 22	306,379.00	1108 Angelino/1101 Verdugo	$306,279.00		0%	Y	7/15/2030	11	BHC8
7/11/2017	01/14/25	Project no 23	442,500.00	153/ 159 & 199 Elmwood Revitalization	$442,500.00		0%	Y	7/11/2032	10	BHC1
3/28/2018	01/14/25	Project no 24	590,019.00	1932 Ontario Street	$590,019.00		0%	Y	3/28/2033	3	BHC6
10/30/2018	01/14/25	Project no. 25	542,702.00	2300 North Fairview Street	$542,702.00		0%	Y	10/30/2033	3	BHC6
				Total Principal Amounts to be Forgiven based on original term date	**$5,831,740.00**	**$0.00**					
10/26/99	01/14/25	Project no. 1	$135,385.00	2331 2333 North Fairview	$135,384.73		No forgiveness; no interest, payments deferred until maturity date 4/1/2080	N	**	3	BHC2
11/18/03	01/14/25	Project no. 7	1,080,000.00	2325 2335 Fairview	$1,080,000.00		No forgiveness; no interest, payments deferred until maturity date 4/1/2080	N	***	7	BHC2
				Total No Forgiveness, No Interest, Deferred Loans	**$1,215,384.73**	**$0.00**					
				Total Principal Balance	**$11,282,502.97**	**$909,884.46**					
				Total Original HOME and CDBG Principal balance	**$12,192,387.43**						

* These principal amounts were forgiven under the amended and restated MLA Home notes ($4,235,378.24) and CDBG notes ($909,884.16) for a total of **$5,145,262.40**

** Initial maturity date was 10/26/2014

EXHIBIT B

Form of Amended and Restated Deed of Trust

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91510-6459)
Attention: City Clerk)

This document is exempt from the payment of a recording , fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED DEED OF TRUST

THIS AMENDED AND RESTATED DEED OF TRUST is made ____ day of _____, 2025 by **BURBANK HOUSING CORPORATION**, a California nonprofit public benefit corporation (the "Trustor or Grantor") whose address is 1819 Grismer Avenue, Burbank, CA 91510 to Chicago Title Co., a California Corporation, (and in such capacity herein called "Trustee"), for the benefit of the **CITY OF BURBANK**, a California municipal corporation (the "City"), and the **HOUSING AUTHORITY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Authority") (and in such capacity herein collectively called the "Beneficiary").

RECITALS

A. Trustor previously signed and recorded that certain Deed of Trust with Assignment of Rents (Short Form) dated October 23, 2006 for the benefit of the Beneficiary and recorded on October 25, 2006 in the Official Records of Los Angeles County as Document No. 06-2369323 (the "Deed of Trust") to secure indebtedness under a Loan Agreement ("MLA") approved in 2006, but executed on January 2, 2007.

B. Trustor and Beneficiary have amended and restated the MLA, and desire to amend the Deed of Trust to reflect such modification and to reflect the new amount of the indebtedness.

WITNESSETH: that Trustor grants to Trustee in Trust, with the Power of Sale, that property in the County of Los Angeles, State of California, described as

See attached Exhibit A, incorporated herein.

Together with the rents, issues and profits thereof, subject however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of all indebtedness owed to Beneficiary in the principal amount of $50,869,383.43 according to the terms of the Amended and Restated Master Loan Agreement

(MLA) and the two promissory notes dated as of January 14, 2025 made by Trustor payable to the order of Beneficiary (the "2025 Amended and Restated Promissory Notes"), and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference into the 2025 Amended and Restated Promissory Notes or as contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced promissory notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly remakes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964 in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of each county, namely

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5	Book 1964, Page 149774	
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as if fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to it.

This Amended and Restated Deed of Trust is intended to replace and supersede Instrument No 06-2369323.

BURBANK HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____
Its: _____
Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION-TO BE INSERTED

LEGAL DECRIPTIONS -EXHIBIT A

Property #1 **2331-2333 North Fairview, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2464-005-073

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 **3000-3006 Thornton Avenue, Burbank,CA**
(recorded in Instrument No. 06-2369323)
APN 2464-005-036

LOT 194 AND A PORTION OF LOT 195, OF TRACT NO. 9443, IN THE CITY OF BURBANK,COUNTY Of LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 ,PAGE 5 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDEROF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194 AND THE EASTERLY 44.00 FEET OF LOT 195 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED SEPTEMBER 5, 2003 AS INSTRUMENT NO. 03-2591270, OFFICIAL RECORDS.

Property #3 **West Elmwood Avenue (199 W. Elmwood Ave., together with 153,158-159,164-165, 170-171, 188, 194 W. Elmwood, Burbank, CA)**
(recorded in Instrument No. 06-23269323)
APNs 2451-001-021; 2451-001-052; 2451-001-053; 2451-001-054; 2451-001-055; 2451-001-056; 2451-001-057; 2451-001-058

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF

40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97 ° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1 IN TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #4 **1721 Elliot Drive, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2468-013-022

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 **3030 Thornton Avenue, Burbank, CA**
(recorded in Instrument No. 2369323)
APN 2464-005-037

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY

OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 **1819 Grismer,**
(Formerly known as 1801-1815 Grismer, Burbank, CA
1819 Grismer Burbank, CA
and 1729-1735 Elliot, Burbank, CA)
(recorded in Instrument No. 20120419278)
APN 2468-013907

Weisswasser Property

Those portions of Lots 18, 19, and 20 of Tract 3097 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 32, Page 12 of Maps, records of said county and more particularly described as follows:

Lots 18 and 19 except the following described portions:

Beginning at the southeast corner of Lot 18 then along the south line of said Lot, N 89° 31' 40" W 367.00 feet; then N 0° 28' 60" W, parallel with the west line of said tract, 41.50 feet; then S 89° 31' 40" E 185.00 feet; than N 0° 28' 50" W 68.50 feet to the south line of Lot 19; then continuing N 0° 28' 50" W 14.50 feet; then S 89° 31' 40" E, parallel with the south line of Lot 19, 163.82 feet to the west line of Grismer Avenue, 60.00 feet wide; then along said west line in a curve concave to the west, having a radius of 1631.52 feet, 116.29 feet to the Point of Beginning.

Lot 20 except the following described portions:

The westerly 100 feet;

Beginning at the northeast corner of Lot 20, then S 14° 27' 30" E along the westerly line of Grismer Avenue, 60.00 feet wide, 51.74 feet; then N 89° 31' 40" W 162.50 feet; then N 0° 28' 50" W, parallel with the west line of said Tract, 50.00 feet to the northerly line of Lot 20; then S 89° 31' 40" E along said northerly line 150 .00 feet to the Point of Beginning.

Reinoso Property

Parcel 1:

Lot(s) 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 Page(s) 21, of Maps, in the office of the County Recorder of said County.

Parcel 2:

That portion of Lot(s) 20 of Tract No, 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point In the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot a distance of 50 feet to a point; thence north and parallel with the west line of said Lot 20 to a point in the north line of said Lot: thence West along the north line of said Lot; a distance of 50 feet to a point thence South in a direct line to the Point of Beginning.

Parcel 3:

That portion of Lot(s) 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said lot to a point in the north line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20 to the Point of Beginning, the southwest corner.

Parcel 4:

Lot(s) 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 page(s) 21, of Maps, in the office of the County Recorder of said County.

Exhibit A

All that certain real property situated in the City of Burbank, County of Los Angeles, State of California, and is described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County.

Beginning at the northeast corner of said Lot 20; thence South 14° 27' 30" East, along the easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 00° 28' 50" West 50 feet to the north line of said Lot 20; thence South 89° 31' 40" East along said northerly line, 150 feet to the Point of Beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the northerly line of the southerly 33.93 feet of said Lot 19; thence easterly along said northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58. 70 feet, more or less to the Point of Beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the northerly line of said Lot 20, distant along said northerly line North 89° 31' 40" West 150 feet from the

northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet, thence South 0° 28' 20" West 116.07 feet to the northerly line of the southerly 33.93 feet of said Lot 19; thence along said last mentioned northerly line South 89° 31' 40" East 192.27 feet, more or less, to a point in the westerly line of Grismer Avenue, 60 feet wide, being a curve concave westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence southerly along said curve an arc distance of 11.57 feet; thence along the northerly line of the southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the easterly line of the westerly 106.75 feet of said Lot 19; thence along said easterly line North 0° 28' 50' West 77.38 feet to the southerly line of said Lot 20; thence along said southerly line North 89° 31' 40" West 6.75 feet to the easterly line of the westerly 100 feet of said Lot 20; thence along said last mentioned easterly line North 0° 28' 50" West 100 feet, to the northerly line of said Lot 20; thence along said last mentioned northerly line South 89° 31' 40" East 175 feet to the Point of Beginning.

Parcel 4:

The westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, together with the northerly 11.31 feet of the southerly 22.62 feet of that portion of said Lot 19 lying easterly of the easterly line of said westerly 106.75 feet of Lot 19.

Parcel 5:

The easterly 230.92 feet of the westerly 337.67 feet of Lot 18 and the southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, lying easterly of the easterly line of the westerly 106.75 feet of said lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot 20 to a point in the north line of said Lot; thence West along the north line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the Point of Beginning.

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot, to a point in the North line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20, to the Point of Beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

Property #7 **2325 and 2335 Fairview Street, Burbank, CA**
(recorded in Instrument No. 04-0057445)
APN 2464-005-031; 2464-005-033

The property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8A **2321-2323 N. Catalina, Burbank, CA**
(recorded in Instrument No. 06-2369323 as part of Property #8)
APN 2464-008-030

That real property located 2321-2323 North Catalina Street in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8B **2321 N. Fairview St., Burbank, CA**
(recorded in Instrument No. 06-2369323 as part of Property #8).
APN 2464-005-030

The real property located 2321 North Fairview, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #9 **220 W. Tujunga Avenue, Burbank, CA; 237, 241-243 and 257 W. Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2451-018-022

APN 2451-018-009; 2451-018-082; 2451-019-001

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

241-243 West Verdugo Avenue

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 **1902 Keeler Street Burbank, CA.**
Intentionally Deleted. This property was removed and released from the MLA in 2009, after Council approved the Keeler Elliott Homeownership project, and refinanced this note.

Property #11 **313 and 427 W. Valencia Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2451-032-902; 2451-031-901

313 West Valencia Avenue

LOT 14 OF TRACT NO. 8153, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 115, PAGE(S) 77 AND 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

427 West Valencia Avenue

LOT 10 OF TRACT NO. 5370, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 121 PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

Property #12 **157 West Linden Avenue, Burbank, CA and 160 West Elm Court &159 West Linden Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN 5625-002-017; 5625-002-018

157 West Linden Avenue

THAT PORTION OF LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48° 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80° 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60° 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8° 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25° 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT HOWEVER THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OF SAID LAND THEREFORE.

160 West Elm Court &159 West Linden Avenue

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

Property #13 **261 West Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 2007-0194388)
APN 2451-019-003

The real property in the City of Burbank, County of Los Angeles, State of California, described as

Lot 3 of Tract No. 5695 as per Map recorded in Book 61, Page 92 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #14 **2219 and 2329 North Niagara St., Burbank, CA**
(recorded in Instrument No. 20220114597 and 20070194389)
APN 2464-006-007; 2464-005-008

2219 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 130 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

2329 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 146 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #15 & 17 **2406 North Naomi Street, Burbank, CA; 2615 Thornton Avenue, Burbank, CA**
(legal recorded in Grant Deed Instrument#20091549683)
APN 2466-015-070

2406 North Naomi

LOT 72 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREROF.

2615 Thornton Avenue

LOT 73 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Excepting Therefrom that portion of said Lot 73 described as follows;

Beginning at a point on the Westerly line of said Lot 73 distant North 0° 08° West 14.95 feet to the Southwesterly corner of said Lot 73; thence along the Southerly line of said Lot 73 South 89° 42° East 14.95 feet to a point of cusp; thence Westerly and Northerly along a curve concave Northeasterly having a radius of 15.00 feet, a distance of 23.51 feet to a point of beginning, as described in a deed to the City of Burbank, recorded July 29, 1976 as Instrument No. 76-4275 of Official Records.

Property #16 **275 W. Verdugo, Burbank, CA**
(recorded in Instrument No. 2009-0050394)
APN 2451-019-053

PARCEL 1:

THAT PORTION OF LOT THREE (3) IN BLOCK EIGHTY-SEVEN (87) OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 15 ET

SEQ., AND IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VERDUGO AVENUE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF CRESCENT STREET, AS SHOWN ON THE MAP OF THE FAXON TRACT, RECORDED IN BOOK 14, PAGE 40 OF MAPS; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 218 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 218 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHEASTERLY 30 FEET THEREOF INCLUDED IN VERDUGO AVENUE.

PARCEL 2:

LOT 4 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE SOUTHEASTERLY ONE HALF OF THAT PORTION OF THE 15 FOOT ALLEY SHOWN ON THE MAP OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 4 OF SAID TRACT, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED JULY 17, 1984 AS INSTRUMENT NO. 84-352644, OFFICIAL RECORDS.

EXCEPT FROM PARCELS 1, 2 AND 3 (TO THE EXTENT NOW OR HEREAFTER VALIDITY EXCEPTED AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD) ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAT 500 FEET BELOW THE SURFACE TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND

OCCUPY ALL PARTS OF SAID SITE LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID SITE OR ANY PORTION OF SAID SITE WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD.

Property #18 **225 W. Linden Avenue, Burbank, CA**
(recorded in Grant Deed Instrument No.20101203467)
APN 5625-013-013

The real property in the City of BURBANK, County of Los Angeles, State of California, described as:

THE SOUTHWEST 50 FEET OF LOT 15 OF TRACT NO. 8190, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 87 PAGES 79 THROUGH 81 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #19 **2234 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No. 20101872778)
APN 2464-007-024

LOT 79 OF TRACT NO. 9443 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #20 **2223 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No.20110729681)
(Formerly known as 2223-2235 N. Catalina Street)

APN# 2464-007-061

Lots 87, 88, 89 and 90 of Tract No. 9443, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of said County.

Property #21 **2300 Niagara St, Burbank, CA**
(recorded in Grant Deed Instrument No. 20121665457)
APN 2464-008-047

Lot 118 of Tract No. 9443 as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #22 **1108 W. Angeleno Avenue , Burbank, CA and 1101 W. Verdugo Avenue, Burbank, CA**
(legal recorded in Instrument No. 20131233234)

1108 W. Angeleno Avenue: APN 2446-029-026

Lot 27 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

1101 W. Verdugo Avenue: APN 2446-029-027

Lot 43 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

Property #23 (no new legal- part of Property #3)

Property #24 **1932 N. Ontario, Burbank, CA**
(recorded in Grant Deed by Instrument No. 20180335891)
APN 2463-011-012

Lot 12 of Tract No. 15399, in the City of Burbank, County of Los Angeles, State of California, as per map recorded In Book 410, Pages 35 and 36 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Easterly 20 feet, measured at right angles from the Easterly line thereof.

Property# 25 **2300 N. Fairview, Burbank, CA**
(legal recorded in Instrument No. 20181152020)
APN 2464-005-024

LOT 162 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT C-1

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 - 2025 Master Loan Amendment)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a charter city and municipal corporation ("City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Properties

listed in Attachment No. 1 with prior recorded instrument numbers and/or legal descriptions (collectively "Subject Properties")

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at the Subject Properties. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Subject Properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Subject Properties.

G. The parties further modified restated, and replaced in its entirety, the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain of the Subject Properties as identified in the A&R MLA;

2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. The Subject Properties include Twenty Four (24) projects, which in turn oftentimes involved multiple parcels. Each individual parcel is subject to a regulatory agreement, separate for City or Authority, which restricts certain units to be affordable for a specific time period and is recorded in the official records of the Los Angeles County Recorder's Office (the "Original Regulatory Agreement"). The Original Regulatory was modified after adoption and amendment of the Loan Agreement in 2006-7 to reflect changes by the Loan Agreement as amended and in 2010 to reflect a modification requested by Developer (collectively "Regulatory Agreement"). Those legal descriptions or instrument numbers for the recorded documents of the Original Regulatory Agreement and the two amendments thereto are set forth in Attachment No 1.

I. The Regulatory Agreement is now further being amended by the Third Amendment in conjunction with the terms set forth in the A&R MLA, specifically the extension of affordability covenants to April 1, 2080.

J. As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted from this global amendment.

K. Intentionally excluded from this global amendment is the property referenced in the A&R MLA as Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement for Project No. 8 required, among other things, specific affordability requirements together with operation

of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment: This Third Amendment modifies each individual regulatory agreement for each property identified in Attachment No. 1 as Subject Properties as follows.

    a. Extension of Affordability Covenants. This Third Amendment extends the affordability covenant period as to Subject Properties for fifty-five years and three months commencing upon January 1, 2025 to April 1, 2080.

    b. Conforming to A&R MLA. This Third Amendment amends the Regulatory Agreement for each property identified in Attachment 1 to conform it to any conflicting term in the A&R MLA, and any term in a future amendment to A&R MLA.

2. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement remain the same and the Regulatory Agreement remains in full force and effect.

3. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement as amended by this Third Amendment, and that the Regulatory Agreement with this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

4. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

5. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Properties by Instrument No. 06-2369323, and as amended and restated by Instrument No. _____, recorded on _____, 2025.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. The Regulatory Agreement as amended by this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement as amended by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTIES" are:

TO BE INSERTED

EXHIBIT C-2

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement) (Catalina – Project No. 8A)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 -2025 Master Loan Amendment) (Catalina – Project No. 8A)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority") , the City of Burbank , a charter city and municipal corporation (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Property:

2321-2323 Catalina St, Burbank, CA and more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City

of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at on twenty-four properties throughout the City (the "Projects"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) to define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) to eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) to eliminate interest on Authority Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan (with certain exceptions); 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7 continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321 North Fairview Street, is referenced in the A&R MLA as collectively Project No. 8. Through the A&R MLA, the Project No. 8 is divided into two separate projects - the project located at Subject Property-2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements. The regulatory agreement requires among other things, specific affordability requirements, together with operation of an activity center located on Subject Property to serve the neighborhood.

I. A Regulatory Agreement was recorded on the Subject Property as Instrument No. 04-1599871 on June 17, 2004, and amended by an Amended Regulatory Agreement Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment") and as further amended by a Regulatory Agreement Amendment Instrument No. 20101493655 on October 19, 2010 (the "Second Amendment").

J. The Regulatory Agreement, as amended by the First Amendment and the Second Amendment, is now further being amended (this Third Amendment) to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) to separate the Subject Property from the adjacent parcels 2321 North Fairview Street.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property. The Subject Property is improved with an eight unit apartment building 2323 Catalina Street and an activity center.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

   Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease one (1) of the rehabilitated housing units on the Property to Very Low Income Households as defined in Health and Safety Section 50105 ("Very Low Income Unit"), four (4) of the rehabilitated housing units on the Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and three (3) of the rehabilitated Housing Units on the Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Very Low Income Unit is a one-bedroom unit, that the Low Income Units are all one-bedroom units, and that three of the Moderate Income Units are one-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

   "The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement , as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First

Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance Secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on January___, 2025, recorded as Instrument No._____ on _____, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment, shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
_____, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 100 AND 101 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-008-030

EXHIBIT C-3

Form of Third Amendment to Regulatory Agreement (Phase 1 – 2025 Master Loan Agreement) (2321 N. Fairview – Project No. 8B)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Housing Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT (Phase 1 -2025 Master Loan Amendment) (2321 N. Fairview)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT (this "Third Amendment") is entered into as of January _____, 2025 among the Housing Authority of the City of Burbank, a public body, corporate and politic (the "Authority"), the City of Burbank, a charter city and municipal corporation (the "City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer" or BHC").

Subject Property

2321 N. Fairview, Burbank, CA and more particularly described in Attachment No. 1.

RECITALS

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit public benefit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law"), the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households on twenty-four properties throughout the City (the "**Projects**"). In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Projects into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual Projects as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed of Trust recorded on the Projects.

G. The parties further modified restated, and replaced in its entirety the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the

principal associated with certain Projects as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain Projects as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority Loan, including existing outstanding and new interest payments for Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. Subject Property, along with 2321-2323 N. Catalina Street, is referenced in the A&R MLA as collectively Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement required, among other things, specific affordability requirements together with operation of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at Subject Property-2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

I. A Regulatory Agreement was recorded on Subject Property as Instrument No. 04-1599871 on June 17, 2004, as amended by an Amended Regulatory Agreement recorded on Subject Property as Instrument No. 06-2369324 on October 25, 2006 (the "First Amendment"). On September 23, 2010, the parties agreed to amend the Regulatory Agreement to allow BHC to have flexibility to lease affordable units below income level designations (the "Second Amendment"). The Second Amendment did not appear on a title report for Subject Property due to administrative recording error, and shall be recorded prior to the recording of this Third Amendment.

J. The Regulatory Agreement, as amended by the First and Second Amendments, is now further being amended by this Third Amendment to 1) reflect the modification to the A&R MLA, specifically the extension of affordability covenants to April 1, 2080, and 2) separate the Subject Property from the adjacent parcels 2321-2323 Catalina St.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recital B is amended to read as follows: The Developer purchased with Authority and City assistance the Subject Property The Subject Property is improved with a two-story apartment building containing six units at 2321 North Fairview Street.

2. Affordable Units. The first two sentences of Section 4 Affordable Units are amended to read as follows:

Affordable Units. The Developer agrees to make available, restrict occupancy to, and lease two (2) of the rehabilitated housing units on the Subject Property to Lower Income Household as defined in Health and Safety Code Section 50079.5 ("Lower Income Units"), and four (4) of the rehabilitated Housing Units on the Subject Property to Persons and Families of Low or Moderate Income as defined in Health and Safety Code Section 50093 (Moderate Income Units"), all at Affordable Rents for the respective income levels as set forth in Section 5 (the "Affordable Units"). The Developer shall further restrict the units by ensuring that the Low Income Units are all one-bedroom units, and that four Moderate Income Units are two-bedroom units.

3. Extension of Affordability Covenants. The final paragraph of Section 4 is amended to read as follows:

"The Property shall be subject to the requirements of this Section 4 in perpetuity commencing on the date of the Developer's acquisition of the Property. For purposes of this Section 4, "in perpetuity" means the useful life of the Property with the land use controls imposed herein, but not less than fifty-five years and three months commencing January 1, 2025 and expiring April 1, 2080. The duration of this requirement shall be known as the "Affordability Period"."

4. Conforming to A&R MLA. This Third Amendment further amends the Regulatory Agreement to conform it to any conflicting term in the A&R MLA and any term in a future amendment to the A&R MLA.

5. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement, as amended by the First and Second Amendments, remain the same and the Regulatory Agreement, as amended by the First and Second Amendments, remains in full force and effect.

6. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, and that the Regulatory Agreement together with the First Amendment, the Second Amendment, and this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

7. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

8. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Property by Instrument No. 06-2369323, as amended and restated on January___, 2025, recorded as Instrument No._____ on _____, 2025.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Successors and Assigns. The Regulatory Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement, as amended by the First Amendment, the Second Amendment, and by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
_____, CMC, Secretary

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, CMC, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: _____
Name:_____
Its:_____

ATTACHMENT NO. 1

"SUBJECT PROPERTY" is:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

LOT 188 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-005-030

EXHIBIT D-1

Form of the Amendment of Leases (313 West Valencia and 427 West Valencia)

AMENDMENT OF LEASES

313 West Valencia and 427 West Valencia
(Project No. 11)

This Amendment of Leases ("Amendment") is made as of January 14, 2025, by and between the Housing Authority of the City of Burbank ("Authority" or "Lessor"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Nonprofit" or "Lessee").

RECITALS

A. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated February 21, 2006, regarding the real property located at 313 West Valencia Avenue in Burbank, California ("313 Lease").

B. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated February 21, 2006, regarding the real property located at 427 West Valencia Avenue in Burbank, California ("427 Lease"; and together with the 313 Lease, "Leases" and each individually, "Lease").

C. The Authority's predecessor-in-interest had previously made loans to Lessee regarding the properties subject to the Leases ("Property").

D. On January 14, 2025, the Authority, the City of Burbank, and the Lessee entered into an Amended and Restated Master Loan Agreement ("A&R MLA"), which modified the loan terms. by forgiving accrued interest due and eliminating future interest on the Authority loans, eliminating any residual receipts payments, as well as agreeing to forgive 1/55th of the total loan balance each year that Lessee is in compliance with the regulatory agreements recorded on the Property. The modifications also extended the Term of the loan and the Affordability Period to April 1, 2080.

E. The parties desire to modify the Leases to conform with the financial modifications in the A&R MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings set forth in each Lease.

2. Section 3 of each Lease is hereby amended to extend the Term of each Lease to April 1, 2080.

3. Section 5.2 of each Lease is hereby amended to replace the first paragraph as follows:

> "5.2 Rent: During the Term of this Lease, Lessee agrees to pay in advance on the Commencement Date, and thereafter on April 1 of each year thereafter rent in the amount of One Dollar."

4. Section 6.2 of each Lease is hereby amended to replace the second sentence as follows: " For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but at least until April 1, 2080."

5. The first two paragraphs of subsection 10(i) of each Lease are hereby deleted.

6. Except as amended pursuant to this Amendment, all other terms of each Lease remain the same and each Lease remains in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Modification of Lease as of the date first set forth above.

"Lessor"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____, CMC, Secretary

"LESSEE"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

EXHIBIT D-2

Form of the Amendment of Leases (1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave. (Project No. 6)

AMENDMENT OF LEASE

1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave.
(Project No. 6)

This Amendment of Lease ("Amendment") is made as of January 14, 2025, by and between the Housing Authority of the City of Burbank ("Authority" or "Lessor"), a public body, corporate and politic, and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Nonprofit" or "Lessee").

RECITALS

A. The Authority's predecessor-in-interest and the Lessee entered into a Lease dated April 14, 2004, regarding the real property located at 1729-1735 Elliot Dr., 1801-1815 and 1819 Grismer Ave in Burbank, California ("Lease").

B. The Authority's predecessor-in-interest had previously made loans to Lessee regarding the properties subject to the Lease ("Property").

C. On January 14, 2025, the Authority, the City of Burbank, and the Lessee entered into an Amended and Restated Master Loan Agreement ("A&R Master Loan Agreement"), which modified the loan terms by forgiving accrued interest due and eliminating future interest on the Authority loans, eliminating any residual receipts payments, as well as agreeing to forgive 1/55th of the total loan balance each year that Lessee is in compliance with the regulatory agreement recorded on the Property. The modifications also extended the Term of the loan and the Affordability Period to April 1, 2080.

D. The parties desire to modify the Leases to conform with the financial modifications in the A&R MLA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings set forth in each Lease.

2. Section 3 of the Lease is hereby amended to extend the Term of the Lease to April 1, 2080.

3. Section 5.2 of the Lease is hereby amended to replace the first paragraph as follows:

"5.2 Rent: During the Term of this Lease, Lessee agrees to pay in advance on the Commencement Date, and thereafter on April 1 of each year thereafter rent in the amount of One Dollar."

4. Section 6.2 of the Lease is hereby amended to replace the second sentence as follows: " For purposes of this Section 6.2, "in perpetuity" means the useful life of the Property with the land use controls imposed, but at least until April 1, 2080."

5. The first two paragraphs of subsection 10(i) of the Lease are hereby deleted.

6. Except as amended pursuant to this Amendment, all other terms of each Lease remain the same and each Lease remains in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Modification of Lease as of the date first set forth above.

"Lessor"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____, CMC, Secretary

"LESSEE"

BURBANK HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

ATTACHMENT 12 - 236

1886

1208 RP-3
227, 241-243, 25
W. Verdugo
Cy 220 W. Tujunga

This page is part of your document - DO NOT DISCARD

05 1068726

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
05/06/05 AT 08:00am

TITLE(S) :

LEAD SHEET

FEE

FREE F

19

D.T.T.

CODE 20

CODE 19

CODE 9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

- -

C; Redevelopment

THIS FORM IS NOT TO BE DUPLICATED

LAWYERS TITLE

05 1068726

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the
City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Asst. Exec. Director

2350529-63

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of June 16, 2004, by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

The following recitals are a substantive part of this Agreement:

A. Developer currently owns and operates multi-family rental properties located at 237, 241-243, and 257 West Verdugo Avenue, and 220 West Tujunga Avenue (the "Property"), as more particularly described in the Legal Description set forth in Exhibit 1 to Attachment B, attached hereto and incorporated herein by reference (the "Property").

B. The Property is subject to various agreements with either the City of Burbank, the Agency, or both, wherein the Agency, City, or both, provided financial assistance to Developer to acquire and rehabilitate the properties comprising the Property and make a certain units in each property within the Property affordable to households of very low, low, and moderate income. The individual property affordable housing agreements are hereafter referred to as the "Affordable Housing Agreements."

C. On June 16, 2004, the Agency and the Developer executed a Loan Agreement wherein the Agency agreed to loan the Developer funds from the Agency's Low and Moderate Income Housing Fund, established pursuant to Health and Safety Code Section 33433.3, to pay off Developer's preexisting conventional debt and replace it with a new Conventional Loan and the remainder of the Agency Loan not paid down with the Conventional Loan proceeds. The Agency, City, and Developer also restructured the promissory notes created by the Affordable Housing Agreements (as restructured, the "Agency/City Notes"). The funds provided by the Affordable Housing Agreements are a combination of Low/Mod Funds, federal HOME funds (HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*), or CDBG funds (Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §5301 *et seq.*).

D. The purpose of the Regulatory Agreement is to provide consistency and also to permit flexibility for floating affordable units throughout the entire Property. This Regulatory

Agreement shall supplant and supercede all regulatory agreements between the Developer and the City and/or Agency that affect the Property or any portion thereof. Execution of this Regulatory Agreement is a condition precedent to the disbursement of the Agency Loan pursuant to the Loan Agreement.

F. The execution of this Agreement is in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.

NOW, THEREFORE, the parties hereto agree as follows:

1. Duty to Prevent Hazardous Material Contamination. During the operation of the Property, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

For purposes of this Section 1, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

For purposes of this Section 1, "Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

2. Compliance With Laws. The Developer shall carry out the acquisition, design, Rehabilitation and operation of the Property in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

3. Affordable Units.

The Developer agrees to make available, restrict occupancy to, and lease the housing units within the Property as follows:

A. The Developer shall make available, restrict occupancy to, and lease twelve of the housing units within the Property to households with incomes that do not exceed sixty percent (60%) of Los Angeles County median income, adjusted for family size, as established and amended from time to time by the United States Department of Housing and Urban Development ("HUD"), at the time of initial occupancy of the housing unit, at an Affordable Rent (the "High HOME-Rent Units").

B. The Developer agrees to make available, restrict occupancy to, and lease two housing units within the Property to households that do not exceed fifty percent (50%) of Los Angeles County median income, adjusted for family size, as established and amended from time to time by the United States Department of Housing and Urban Development ("HUD"), at the time of initial occupancy of the housing unit, at an Affordable Rent (the CDBG Very Low Income Units").

C. The Developer agrees to make available, restrict occupancy to, and lease fourteen of the housing units within the Property to households that do not exceed percent (60%) of Los Angeles County median income, adjusted for family size, as established and amended from time to time by the United States Department of Housing and Urban Development ("HUD"), at the time of initial occupancy of the housing unit, at an Affordable Rent (the CDBG Lower Income Units").

D. The Developer agrees to make available, restrict occupancy to, and lease two housing units within the Property to households that do not exceed one hundred twenty percent (120%) of Los Angeles County median income, adjusted for family size, as established and amended from time to time by the California Department of Housing and Community Development ("HCD"), at the time of initial occupancy of the housing unit, at an Affordable Rent (the "Moderate Income Units").

The Developer shall annually submit to the City and the Agency a completed income computation and certification form, in a form to be provided by the City and the Agency. The Developer shall certify that each tenant of the Property meets the income restrictions of this Section 4. The Developer shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. The Developer shall verify the income certification of the tenant in one or more of the following methods:

a obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain an alternate form of income verification reasonably requested by the Developer, if none of the above forms of verification is available to the Developer.

The Property shall be subject to the requirements of this Article 4 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period." For purposes of this Agreement, "in perpetuity" shall mean the useful life of the Property with the controls imposed, but not less than fifty-five years.

5. Affordable Rent.

The maximum Monthly Rent chargeable for the High HOME-Rent Units, CDBG Very Low Income Units, CDBG Low Income Units, and the Moderate Income Units shall be annually determined by the City in accordance with the HOME Program requirements, CDBG, or the California Health & Safety Code and regulations, as applicable, and the following requirements:

a. High HOME-Rent Units. The Monthly Rent payable by each tenant of a High HOME-Rent Unit shall not exceed the lesser of (a) the fair market value for comparable housing in the area as established by HUD, less the monthly allowance for utilities and services to be paid by each tenant, or (b) thirty percent (30%) of sixty-five percent (65%) of Los Angeles County median income, as determined by the State of California, for a household size appropriate to the unit.

b. CDBG Very Low Income Units. The maximum Monthly Rent chargeable for the CDBG Very Low Income Units shall be not exceed thirty percent (30%) of fifty percent (50%) of Los Angeles County median income, as determined by the State of California, for a household size appropriate to the unit.

c. CDBG Lower Income Units. The maximum Monthly Rent chargeable for the CDBG Lower Income Units shall not exceed thirty percent (30%) of sixty percent (60%) of the area median income adjusted for family size appropriate for the unit. In addition, for those CDBG Lower Income Households with gross incomes that exceed 60 percent of the area median income adjusted for family size, the Monthly Rent chargeable for the CDBG Lower Income Units may rise a level not to exceed to thirty percent (30%) of the actual gross income of the household.

d. Moderate Income Units. The maximum Monthly Rent chargeable for the Moderate Income Units shall not exceed thirty percent (30%) of one hundred ten percent (110%) of the area median income adjusted for family size appropriate for the unit. In addition, for those CDBG Lower Income Households with gross incomes that exceed 110% of the area median income adjusted for family size, the Monthly Rent chargeable for the Moderate Income Units may rise a level not to exceed to thirty percent (30%) of the actual gross income of the household.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

6. Lease Requirements. Prior to rental of any of the Property, the Developer shall submit a standard lease form to the City for its approval. The City and shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant by any all applicable regulations of HOME, CDBG, and the California Health and Safety. The Developer shall enter into a written lease, in the form approved by the City, with each tenant of the Property. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

7. Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

8. Selection of Tenants. The Property shall be leased to tenants selected by the Developer who meet all of the requirements provided herein. The Developer shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the City in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

9. Occupancy Standards. Occupancy of the housing units shall be limited to two persons per bedroom plus one additional person per unit.

10. Maintenance. The Developer shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. If at any time Developer fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the City or Agency with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the City or Agency with respect to landscaping and building improvements, then the City and Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City or Agency and/or costs of such cure,

including a reasonable administrative charge, which amount shall be promptly paid by Developer to the City or Agency, as appropriate, upon demand.

11. Management Plan. The Developer shall sumit for the approval of the City and Agency a "Management Plan" which sets forth in detail the Developer's property management duties, the affirmative marketing procedures in accordance with Section 7 hereof, the tenant selection process in accordance with Section 8 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 6 hereof, the identity of the manager of the Property (the "Property Manager"), and other matters relevant to the management of the Property. The Management Plan shall require the Developer to adhere to a fair lease and grievance procedure and provide a plan for tenant participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the City and Agency.

If the City or Agency determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the City and/or Agency shall provide notice to the Developer of such deficiencies, and the Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 14 hereof, the City and the Agency shall each have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City and Agency, which is not related to or affiliated with the Developer, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

12. Monitoring and Recordkeeping. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City and the Agency a Certification of Continuing Program Compliance in the form provided by the City and the Agency. Representatives of the City and the Agency shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City and the Agency in making the Property available for such inspection or audit. If for any reason the City or the Agency is unable to obtain the Developer's consent to such an inspection or audit, the Developer understands and agrees that the City and/or the Agency may obtain at Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

13. Non-Discrimination Covenants. Developer covenant by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Developer shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME

Regulations. The covenants established in this Section 13 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, the Agency and their successors and assigns, and shall remain in effect in perpetuity.

14. Defaults and Remedies. Defaults of this Agreement and remedies therefor shall be governed by the provisions of Article 400 of the Affordable Housing Agreement.

15. Waiver of Terms and Conditions. Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

16. Non-Liability of City Officials and Employees. No member, official, employee or agent of the City or the Agency shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or the Agency or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

17. Time. Time is of the essence in this Agreement.

18. Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: Burbank Housing Corporation
241 W. Verdugo Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Community Development Director

Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Assistant Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

19. Transfers of Interest in Property or Agreement.

a. **Prohibition.** The qualifications and identity of the Developer are of particular concern to the Agency. It is because of those qualifications and identity that the Agency entered into the Affordable Housing Agreements, the Loan Agreement, and this Agreement with the Developer. Accordingly, for the period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, (b) nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

b. **Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(1) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(2) Any lease of apartment units in the Property to individual tenants in the ordinary course of business.

(3) Encumbrances of financing permitted by the Loan Agreement and approved by the Agency thereunder, including the Conventional Loan and the Agency/City Notes (as those terms are defined in the Loan Agreement).

b. **Agency Consideration of Requested Transfer.** The Agency agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 19, provided the Developer delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 19 and as reasonably determined by the Agency. Notwithstanding the foregoing, the Agency may, in considering any such request, take into consideration such factors as (i) the quality and experience of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, (iv) the transferee's past experience and performance working with cities, redevelopment agencies, and/or housing authorities, (v) and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

(1) An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Developer's written notice requesting Agency approval of a Transfer pursuant to this Section 19, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Developer shall promptly furnish to the Agency such further information as may be reasonably requested.

c. **Successors and Assigns.** All of the terms, covenants and conditions

of this Agreement shall be binding upon the Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

d. **Assignment by Agency.** The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Developer, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City or the Housing Authority of the City of Burbank at any time without the consent of the Developer.

20. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the City and its successors and assigns, the Agency and its successors and assigns, and Developer and its successors and assigns, and no other person or persons shall have any right of action hereon.

21. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

22. Governing Law. This Agreement and other instruments given pursuant hereto or in connection therewith shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

23. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

24. Supercession. This Regulatory Agreement supercedes the previous regulatory agreements executed and recorded against the individual properties (237, 241-243, & 257 West Verdugo Avenue, and 220 West Tujunga Avenue, Los Angeles County Recorder Document Nos. 00-1296784, 01-0225699, 00-1291680, and 02-0249153, respectively) and all previous negotiations, discussions and agreements between the parties pertaining to the subject matter of this Regulatory Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

Its: PRESIDENT

05 1068726

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Mary J. Alvord, City Manager

ATTEST:

_____
Margarita Campos, City Clerk

OFFICIAL SEAL

INCORPORATED 1911

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney

_____
By: Michael J. Garcia, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Mary J. Alvord, Executive Director

ATTEST:

_____
Margarita Campos, Secretary

REDEVELOPMENT AGENCY ORGANIZED MAY 12, 1972 CITY OF BURBANK, CALIFORNIA

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney

_____
By: Michael J. Garcia, Sr. Asst. City Attorney

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EXHIBIT A

LEGAL DESCRIPTION

That real property located at 220 West Tujunga Avenue, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 237 West Verdugo Avenue, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 241-243 West Verdugo Avenue, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 257 West Verdugo Avenue, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

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5/6/05 **ATTACHMENT 12 - 248**

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13

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LA

On 6-16-4

before me, Kim De Grandis

a Notary Public in and for said State, personally appeared

Allen G. Cottriel

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KIM DE GRANDIS
Commission # 1393760
Notary Public - California
Los Angeles County
My Comm. Expires Jan 14, 2007

Signature

(This area for official notarial seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type _____

Number of Pages _____

Date of Document _____

Signer(s) Other Than Named Above _____

_____

05 1068726

14

ACKNOWLEDGMENT

State of California }ss.
County of Los Angeles }

On **June 17, 2004**, before me, **Sheryl K. Friedman**, Notary Public, personally appeared **Mary J. Alvord**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sheryl K Friedman

Sheryl K. Friedman

SHERYL K. FRIEDMAN
Commission # 1372001
Notary Public - California
Los Angeles County
My Comm. Expires Aug 27, 2006

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: **Regulatory Agreement**

Date: _____ Number of Pages:_____

Signer(s) Other than Named Above:_____

Capacity(ies) Claimed by Signer

Signer's Name: **Mary J. Alvord**

Individual

Corporate Officer—Title:_____

Partner-- Limited General

Attorney in Fact Trustee

Guardian or Conservator

Other:

Signer is Representing: **City of Burbank**

05 1068726

15

ACKNOWLEDGMENT

State of California }ss.
County of Los Angeles }

On **June 17, 2004**, before me, **Sheryl K. Friedman**, Notary Public, personally appeared **Mary J. Alvord**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

SHERYL K. FRIEDMAN
Commission # 1372001
Notary Public - California
Los Angeles County
My Comm. Expires Aug 27, 2006

Sheryl K Friedman
Sheryl K. Friedman

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: **Regulatory Agreement**

Date: _____ Number of Pages:_____

Signer(s) Other than Named Above:_____

Capacity(ies) Claimed by Signer

Signer's Name: **Mary J. Alvord**

Individual

Corporate Officer—Title:_____

Partner-- Limited General

Attorney in Fact Trustee

Guardian or Conservator

Other:

Signer is Representing: **Redevelopment Agency of the City of Burbank**

05 1068726

1208

AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS

THIS AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS (the "Amendment") is entered into as of September 23, 2010, among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency") and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer" or "BHC").

RECITALS

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, *et seq*, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 *et seq*.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, *et seq*., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve Two Hundred and Seventy-Five (275) units of low-to-moderate income households. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, the Agency, City, and BHC entered into an affordable housing agreement for the property located at 2331-2333 North Fairview to acquire, rehabilitate, and provide three (3) affordable rental units. (hereafter referred to as "Project No.1").

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and provide four (4) affordable rental units located at 3000-3006 Thornton Avenue ("Project No.2").

28,206
9-14-10
Exhibit R 4
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G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and provide 65 affordable units located at 199 West Elmwood Avenue 153, 158-159,164-165, 170-171, 188, 194 Elmwood. This Elmwood project is collectively referred to as "Project No.3".

H. The Elmwood Project, Project No. 3, is being amended through the Amendment No. 2 to the Affordable Housing Agreements and related Regulatory Agreement, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

I. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and provide seven (7) affordable rental units located at 1721 Elliot Drive. The Elliot project is hereafter "Project No. 4".

J. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue to acquire, rehabilitate, and provide one (1) affordable rental unit. The 3030 Thornton Avenue project is hereafter "Project No. 5".

K. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement and amended on January 15, 2008 (Amendment No. 2) whereby BHC agreed to rehabilitate and provide 70 affordable rental units located at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. The aforementioned project is hereafter referred to as "Project No. 6".

L. The Peyton- Grismer Project, Project No. 6, is being amended through Amendment No. 2 to the Affordable Housing Agreements and related amended Regulatory Agreements, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

M. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven (7) units at 2325 and 2335 Fairview Street (hereafter "Project No. 7").

N. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement to acquire, rehabilitate, and provide fourteen (14) affordable rental units located at 2321 North Fairview Street and 2321-2323 North Catalina Street. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

O. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood to provide thirty (30) affordable housing rentals located at 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

P. As part of the Keeler Homeownership Development June 16, 2009, 1902 Keeler Avenue ("Project No. 10") has been removed from the Master Loan process and treated individually. Therefore, Project No. 10 is hereby intentionally deleted.

Q. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC to provide five (5) affordable rental units located at 313 and 427 West Valencia Avenue. The aforementioned property is hereafter referred to as "Property No. 11".

R. On April 4, 2006, the City, Agency, and BHC entered into an Affordable Housing Agreement for the purchase and rehabilitation of ten (10) rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue (Property No.12).

S. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide eight (8) affordable rental units. (Property No. 13).

T. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six (6) rental units at 2219 and 2329 North Niagara Street. (Property No. 14).

U. On November 18, 2008, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2406 North Naomi Street which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 15.)

V. On January 6, 2009, the Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to acquire, rehabilitate, and provide34 affordable rental units at 275 West Verdugo Avenue. (Property No. 16.)

W. On September 29, 2009, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2615 Thornton Avenue which was acquired and rehabilitated to provide four (4)affordable rental units. (Property No. 17.)

X. On August 17, 2010, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 225 Linden Avenue which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 18.)

Y. BHC has performed or is currently performing all of its obligations under the affordable housing agreements (the "AHA") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual AHA's and Regulatory Agreements exclusive to each property. The parties desire to amend each of the AHAs and the corresponding Regulatory Agreements for Projects 1-18 to provide for flexibility in the affordability restrictions to meet community demand.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment to Properties No. 3 and No. 6. Each Affordable Housing Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

2. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

3. **Amendment to the Regulatory Agreement.** The Affordable Housing Agreements and Regulatory Agreements applicable to Projects No. 1-17 are hereby amended to reflect the changes set forth in this AHA No. 2. The AHA's and Regulatory Agreements for Projects No. 1-17, shall remain in full force and effect except as to that reflected in this Agreement (Amendment No.2) and the attached Regulatory Agreement. It is not the intent to modify any other provision of the documents as to all of the aforementioned projects except for Projects Nos. 3 and 6. Should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By:
Michael S. Flad, City Manager
Justin Hess, Deputy City Manager

ATTEST:

Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Michael S. Flad, Executive Director
Justin Hess, on behalf of

ATTEST:

Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

Attachment

Regulatory Agreement Amendment

1208

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20101493655

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California

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PAID:	0.00

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201010190710010

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SEQ:
02

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E118663

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

NAME	CITY CLERK
MAILING ADDRESS	CITY OF BURBANK P O BOX 6459
CITY, STATE ZIP CODE	BURBANK CA 91510



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EXEMPT FROM FEES PURSUANT TO GOVERNMENT CODE SECTION 6103

TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Redevelopment Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this 23RD day of September, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of September 23, 2010, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions . The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

NOW, THEREFORE, the parties hereto agree as follows:

1. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established

by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

2. **Amendment to Properties No. 3 and No. 6.** Each Affordable Housing Agreement and Regulatory Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement and Regulatory Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

6

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

3. **Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Greg Herrmann, Interim Assistant Community Development Director

ATTEST:

_____
Margarita Campos, CMC, City Clerk

OFFICIAL SEAL

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Greg Herrmann, Interim Asst. Executive Director

ATTEST:

_____
Margarita Campos, CMC, Agency Secretary

REDEVELOPMENT AGENCY ORGANIZED MAY 12, 1970 CITY OF BURBANK, CALIFORNIA

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley
Senior Assistant City Attorney

8

ACKNOWLEDGMENT

State of California }ss.
County of Los Angeles }

On **September 10, 2010**, before me, **Maria D. Wilson**, Notary Public, personally appeared Peter J. McGrath, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA D. WILSON
COMM. # 1840452
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAR. 14, 2013

Maria D. Wilson
Maria D. Wilson

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name:

o Individual

o Corporate Officer—Title: _____

o Partner -- o Limited o General

o Attorney in Fact o Trustee

o Guardian or Conservator

o Other:

Signer is Representing: _____

ACKNOWLEDGEMENT

State of California } ss.
County of Los Angeles }

On September 17, 2010, before me, Juan M. Salcido, Notary Public, personally appeared Greg Herrmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Juan M. Salcido, Notary Public

VRS1 JUAN M. SALCIDO COMM. # 1881860 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Mar. 6, 2014 VRS1

Description of Attached Document

Title or Type of Document: **Regulatory Agreement Amendment**

Date: September 17, 2010 Number of Pages:

Signer(s) Other than Named Above: _____

Capacity (ies) Claimed by Signer

Signer's Name: Greg Herrmann

☐ Individual

☐ Corporate Officer – Title:

☐ Partner--☐ Limited☐ General

☐ Attorney in Fact ☐ Trustee

☒ Other:

Signer is Representing: Community Development Department

ACKNOWLEDGEMENT

State of California } ss.
County of Los Angeles }

On September 17, 2010, before me, Juan M. Salcido, Notary Public, personally appeared Greg Herrmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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Date: September 17, 2010 Number of Pages:

Signer(s) Other than Named Above: _____

Capacity (ies) Claimed by Signer

Signer's Name: Greg Herrmann

☐ Individual

☐ Corporate Officer – Title:

☐ Partner--☐ Limited☐ General

☐ Attorney in Fact ☐ Trustee

☒ Other:

Signer is Representing: Community Development Department

EXHIBIT A

LOS ANGELES COUNTY RECORDER'S RECORDATION NUMBERS

[to be inserted]

Burbank Housing Corporation
Projects List

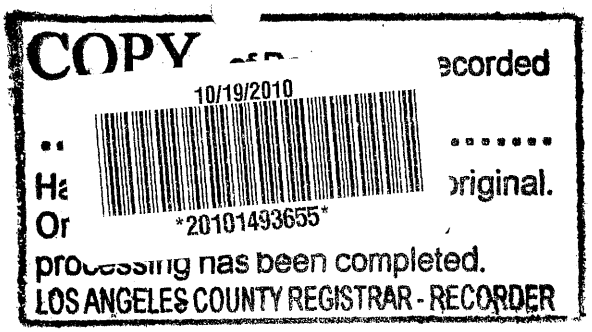
ATTACHMENT 12 - 270

Recordation Information of Regulatory Agreement	Commonly Known As
Instrument No. 2000-1779212	**2331-2333 N. Fairview Street** Burbank 91504
Instrument No. 2001-0849604	**3000-3006 Thornton Avenue** Burbank 91504
Instrument No. 2003-1634472	**153, 158-159, 164-165, 170-171, 188, 194 W. Elmwood Avenue** Burbank 91502
Instrument No. 2002-2104968	**1721 Elliott Drive** Burbank 91504
Instrument No. 2001-0849604	**3030 Thornton Avenue** Burbank 91504
Instrument No. 2006-1250632 Instrument No. 2008-0233892 (Amended)	**1801 - 1815 Grismer Avenue** **1729-1735 Elliot Drive** Burbank 91504
Instrument No. 2004-0057447	**2325 & 2335 N. Fairview Street** Burbank 91504
Instrument No. 2000-1779211	**2321 - 2323 N. Catalina Street** Burbank 91504
Instrument No. 2005-1068729	**220 W. Tujunga Avenue** Burbank 91502
Instrument No. 2005-1068729	**237 W. Verdugo Avenue** Burbank 91502
Instrument No. 2005-1068729	**241 - 243 W. Verdugo Avenue** Burbank 91502
Instrument No. 2005-1068729	**257 W. Verdugo Avenue** Burbank 91502
Instrument No. 06-0572613 (313 Valencia) Instrument No. 06-0572609 (427 Valencia)	**313 & 427 W. Valencia Avenue** Burbank 91506
Instrument No. 2006-076325	**157 & 159 W. Linden Avenue** **160 W. Elm Court** Burbank 91502
Instrument No. 2005-1068729	**261 W. Verdugo Avenue** Burbank 91502
Instrument No. 2007-0194392	**2219 & 2329 N. Niagara Street** Burbank 91504
Instrument No. 2008-2080847 Instrument No. 2009-1538359 (Amended)	**2406 North Naomi Street** Burbank 91504
Instrument No. 2009-0050395	**275 W. Verdugo Avenue** Burbank 91502
Instrument No. 2009-1549685	**2615 Thornton Avenue** Burbank 91504
Instrument No. 2010-01203469	**225 W. Linden Avenue** Burbank 91502

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

NAME	CITY CLERK
MAILING ADDRESS	CITY OF BURBANK P O BOX 6459
CITY, STATE ZIP CODE	BURBANK CA 91510



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TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

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SEQ:
02

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See File 1208 for full copy of agreement

2

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME	CITY CLERK
MAILING ADDRESS	CITY OF BURBANK P O BOX 6459
CITY, STATE ZIP CODE	BURBANK CA 91510



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TITLES(S)

Regulatory Agreement Amendment
Redevelopment Agency of the City of Burbank – Burbank Housing Corporation

R428 6/94

3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Redevelopment Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this 23RD day of September, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States. 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of September 23, 2010, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions. The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

1208
RA-41

6

city of burbank
community development department

memorandum

DATE: September 14, 2010

TO: City Council and Redevelopment Agency Board

BY: RDG

FROM: Greg Herrmann, Interim Community Development Director/Interim Assistant Executive Director
Ruth Davidson-Guerra, Assistant Community Development Director for Housing and Redevelopment
BY: Arelene Roldan, Housing Development Manager

SUBJECT: BURBANK HOUSING CORPORATION PROPOSAL TO AMEND AFFORDABLE HOUSING AGREEMENTS TO INCREASE HOUSING OPPORTUNITIES FOR LOWER INCOME HOUSEHOLDS TO MEET COMMUNITY NEED

PURPOSE

The purpose of this report is to provide information to the Burbank City Council (City) and Burbank Redevelopment Agency Board (Agency) to consider amending agreements that will redefine the income and affordability requirements as previously approved by and between the City and the Burbank Housing Corporation (BHC) and by and between the Agency and BHC. The objective of these amendments is to increase affordable housing opportunities to meet the current housing demand of the community. This action will meet the City Council's goal of Sustainability by improving environmental and social sustainability within the City.

BACKGROUND

Since 1997, the City has implemented a pro-active approach to neighborhood revitalization in partnership with BHC. The City and the Agency have extended funding to BHC to assist in the acquisition and rehabilitation of distressed residential properties as a strategy for upgrading neighborhoods in decline and maintaining rents at an affordable rate. By investing resources to improve the housing stock, provide affordable housing opportunities, and develop neighborhood-based Family Resource Centers, our partnership with BHC has improved the quality of life for Burbank residents in the Elmwood, Verdugo-Lake, Golden State, Peyton-Grismer, and Lake-Alameda Focus Neighborhoods (Focus Neighborhoods).

These efforts have been consistent with several housing objectives and programs of the City's Affordable Housing Strategy, first set forth by the Blue Ribbon Task Force on Affordable Housing as approved by the City and Agency in 2003.

28,206
R-2239
Exhibit F

Affordable Housing Properties

BHC currently operates or is in the process of improving properties with over 270 affordable housing units within the Focus Neighborhoods. Each of these properties have been developed to provide affordable rental housing opportunities to assist Burbank households earning 120 percent of area median income, defined by California Redevelopment Law (CRL) as Low and Moderate Income Households. The table below reflects the number of housing units produced within each Focus Neighborhood. The table also includes the total units within the BHC's Transitional Housing Program.

Burbank Housing Corporation
Affordable Housing Portfolio

Focus Neighborhoods & Transitional Housing Program	Number of Units
Elmwood Focus Neighborhood	65
Verdugo-Lake Focus Neighborhood	72
Golden State Focus Neighborhood*	36
Peyton-Grismer Focus Neighborhood**	77
Lake-Alameda Focus Neighborhood	9
Transitional Housing Program*	16
TOTAL	**275**

* Includes properties currently being rehabilitated by BHC.
** Excludes eight units within the Keeler-Elliott Homeownership Development.

Income and Affordability Requirements

Each of the affordable housing properties are subject to agreements imposing long-term covenants and restrictions securing affordability for the longest feasible time. CRL's affordability duration is 55 years for rental housing; BHC's affordability term is in perpetuity. These agreements have been recorded with Los Angeles County and will run with the land. The affordability restrictions require BHC to lease units to income-qualified households at the defined affordable housing rent, and the restrictions vary from project to project. The U.S. Department of Housing and Urban Development (HUD) annually establishes income limits for each State based on the area median income. Thereafter, the Department of Housing and Community Development (HCD) officially publishes the income qualification standards for each County, adjusted by household size and applicable rents are established using the methodology established by CRL[1].

[1] Pursuant to California Redevelopment Law Section 50106, 50105, 50079.5, and 50093.

BHC's affordable housing units are targeted to households that fall within four basic income categories. Using the 2010 affordability standards, below is a sample of income limits adjusted by household size.

State Income Limits for Los Angeles County (2010)

Income Level	1 person household	2 person household	3 person household	4 person household
Extremely-Low (30% of AMI)	$17,400	$19,900	$22,400	$24,850
Very-Low (50% of AMI)	$29,000	$33,150	$37,300	$41,400
Low (80% of AMI)	$46,400	$53,000	$59,650	$66,250
Moderate (120% of AMI)	$52,900	$60,500	$68,050	$75,600

Area Median Income (AMI): $63,000

As mentioned earlier, the affordability requirements vary from project to project. Over the years, the terms of affordability and rent requirements have changed to assist the varying income of households, as well as providing BHC with the greatest flexibility to meet the changing needs of the community. For example, older agreements impose affordability requirements that are specific to bedroom size. Some agreements include "floating" units, which authorize BHC to assign affordability requirements to any bedroom size as long as the total number of units and bedroom mix satisfies the overall unit requirements. Finally, more recent agreements allow BHC with the most flexibility by designating units "up to" the affordability benchmark (described above). This final structure is included in more recent agreements, such as the acquisition of four units located at 225 Linden Avenue (approved in August 2010). Three of the four units are designated to households who earn "up to" the very-low income limit, and one unit is designated to a household who earns "up to" the moderate-income limit. BHC can technically rent the three very-low income units to a household who does not exceed the very-low income household limit, which includes extremely-low income households. The moderate-income unit can be rented to all income categories, which includes extremely-low, very-low, and low income households.

The table below summarizes the number of units for each target income category within BHC's portfolio:

Income Category	# of Restricted Units
Extremely-Low	7
Very-Low	72
Low	110
Moderate	86
TOTAL	**275**

Moderate-Income Vacancy Challenges

Due to increasing unemployment rates, housing vacancies are rising and rents are falling across the country. Due to the downward economic and housing market trends, BHC has faced challenges in leasing the units designated to moderate-income households. The recession has decreased market-rents to levels equivalent to or below moderate-income rent designations, leaving moderate-income restricted units vacant for extended periods of time due to more attractive market rates and areas elsewhere in the city. During the 2008 and 2009 calendar years, the highest number of units vacant at one time was 13 and 22 moderate units, respectively.

As part of the Agency's continuous housing market analysis[2], a rent survey was conducted in May 2010 to evaluate rental trends within Burbank. Included in the analysis was a detailed comparison of rental trends over the past three years within the city and regionally. The housing analysis reports the average monthly rent declining 3.2 percent between 2008 and 2009, and vacancy rates increasing by 0.4 percent between 2008 and 2009. Below is a rent survey comparison of restricted moderate-income rents within the Focus Neighborhoods and of the average market-rate rents. The chart exhibits that the market rents are less than the restricted rents. Therefore, the demand for moderate-income rental units does not exist in the community based on market-rate rents.

Bedroom Size	Market-Rate Rent (2010)	Moderate-income Rent[3] (2010)
1	$1,056	$1,386
2	$1,243	$1,559
3	$1,472	$1,733

Marketing Campaign

Even with market-rate rents declining, BHC continued to market the moderate units to meet agreement obligation. Over a two-year time period, both BHC and Agency staff developed an aggressive marketing strategy to fill the vacant moderate units and to build up a moderate-income waiting list. The marketing strategy was implemented in March 2009 and included new advertising materials, expanded and targeted marketing, rent specials and promotions. BHC also systematically reviewed the waiting list identifying families at the high end of the low-income category that could graduate into the moderate-income category; and have the ability to pay moderate-income rent in the near future. The following was executed over a one-year term[4]:

- In March 2009, a marketing flier and e-mail was targeted to employers of the Burbank Workforce (i.e. Burbank Unified School District, Chamber of Commerce,

[2] Housing market trends are published annually within the Agency's Housing Profile summarizing statistics of the previous year.

[3] Pursuant to Health and Safety Code Section 50053 (b)(4) and established by HCD, affordable rents for moderate income households are calculated using the following formula: Product of 30% times 110% of area median income, adjusted for household size appropriate for the unit.

[4] Modifications were approved by Agency staff and modifications are consistent with existing agreements.

Los Angeles Superior Court, Woodbury University, studios, childcare centers, and other local educational institutions.) In April 2009, a separate advertisement was placed in the Burbank City Employee Hotline for four weeks (two pay periods).

- Since June 2009, a leasing strategy has been implemented where BHC modifies new applicant criteria/eligibility, waived credit report fees, offered rent reductions, and offered rent/move-in specials.
- Since July 2009, marketing continues with posting vacancy banners and running multiple advertisements in various mediums such as the Burbank Leader, Craigslist, Penny Saver, and Westside Rentals.

This concerted effort has allowed BHC to fill the vacant moderate units, but the issue persists. To date, approximately ten moderate units remain vacant, while a pool of over 200 extremely-low, very-low, and low-income families remain on BHC's waiting list for an available affordable unit.

ANALYSIS

Despite best efforts, the moderate-income units remain vacant for extended periods of time while the demand for affordable units for households who earn less than moderate-income households is evidenced by the waiting list. To better meet the community need for affordable housing and fill the current moderate-income unit vacancies, BHC submitted a proposal (EXHIBIT A) requesting the City and Agency to consider amending certain agreements to increase the number of extremely-low, very-low, and low-income units by reducing the number of moderate-income units.

Unit Re-Designation Proposal

The proposal identifies two properties containing the highest percentage of moderate units and the greatest number of vacancies: the Elmwood Focus Neighborhood consisting of 65 units and Peyton Grismer Focus Neighborhood consisting of 70 units[5]. following proposed unit re-designations by property will create additional housing opportunities for lower income Burbank families and eliminate chronic vacancies:

Property	Affordability	Current	Proposed	Change
Elmwood[6]	Extremely-Low	0	7	+7
	Very-Low	19	25	+6
	Low	23	23	0
	Moderate	23	10	-13
Peyton-Grismer[7]	Extremely-Low	0	13	+13
	Very-Low	14	20	+6
	Low	19	25	+6
	Moderate	37	12	-25

[5] The proposal excludes units within the Keeler-Elliott Homeownership Development and 1721 Elliott Avenue. These properties maintain their own agreement and will not be modified.
[6] Elmwood consists of 153, 158, 159, 164, 165, 170, 171, 188, 194, and 199 Elmwood.
[7] Peyton-Grismer consists of 1729-1735 Elliott and 1801-1815 Grismer.

Provide consistency for all BHC properties

As previously mentioned, the affordability and rent restrictions that BHC must follow are project-specific and varies with each property acquisition. Each property has its own affordability and restriction terms that prohibit BHC from renting to households other than the designations, limiting their ability to adjust to the demands of the community. At the time those agreements were approved, the designations and restrictions fit with the economic climate and housing need. However, to effectively respond to shifts in the economy and the housing market, staff recommends amending all previously executed agreements to allow, upon Agency staff approval, BHC to lease their affordable units below the income level designation or to rent "up to" the designations noted for the property. This ability has already been implemented with recent acquisition transactions. The purpose of this change is to establish consistency within all BHC agreements, reduce vacancy rates, and optimize the City's affordable housing production. This new structure of affordability and rent restrictions would be used for future property acquisitions.

If approved it is the intent of Agency and BHC staff to utilize the "up to" method as a last resort to prevent long-term vacancies over 90 days. Upon 90 days, BHC will be required to obtain Agency approval to rent a unit to a household below the targeted unit designation; BHC must restore affordability requirements with the next available unit. In addition, BHC will be responsible for maintaining a healthy mix of rental units that will generate enough income to cover operational expenses when implementing the "up to" method.

PROS and CONS of Proposed Re-Designation

Based on analysis conducted by staff, if the re-designations are approved, the immediate benefit to BHC is filling the vacancies that will effectively generate income. Furthermore, BHC would be able to provide new housing opportunities to lower income Burbank residents who have been waiting for an extensive length of time, in some instances the wait has been as long as four years.

In addition, as part of the City's housing production requirements, funds spent from the Low Moderate Income Housing Fund must be at least in proportion to the community's need for housing for households of such income levels. As identified in the 2009-2014 Implementation Plan (Plan), based on the housing fund allocation for the Plan period, an increase of very-low income units must be produced to meet this income target goal by 2014.

While income targeting has improved within the last few years, the income targeting goals for the 2009-2014 Plan period fall short of the extremely-low and very-low requirement, which is currently at 35 percent for the Plan period in comparison to the required 43 percent. The proposed re-designations within BHC's portfolio will increase the extremely-low and very-low percentage to 48 percent; surpassing the Agency's goal of 43 percent. It should be noted that the existing and proposed income target goals will

change as additional affordable housing is developed. Therefore, staff will continue to monitor proportionality requirements hand-in-hand with affordable housing production.

The table below provides a comparison of the Agency's proportionality goals for the Plan period; estimated production as identified within the Implementation Plan; and estimated production as a result of the proposed affordability modifications.

2009-2014 Plan Period
Proportionality Income Target Goals

	Required	Estimated	Proposed
Extremely-Low & Very-Low	>43%	35%	48%
Low	>27%	38%	35%
Moderate	<30%	27%	17%

As discussed above, with the proposed changes to re-designate the moderate units to lower designations, BHC will be able to fill the units immediately with households awaiting an affordable housing opportunity and the Agency will surpass the extremely-low and very-low proportionality income targeting goal.

Based on a preliminary budget provided by BHC, staff concluded that there are no significant financial implications to the Agency or BHC. However, a potential long-term financial implication may be a reduction of residual receipt payments. The revised designations will coincide with an appropriate and reduced rental rate which will effectively reduce BHC's annual rental income, therefore, reducing the amount of residual receipt payments to the Agency. The reduction of rents will not affect the integrity and operations of the properties as BHC will have sufficient cash flow funding to maintain all of the properties within their portfolio. While there could be an argument that the proposed adjustments would lower BHC's rental income revenue, a counter argument would suggest that this proposal would enhance BHC's cash flow as units currently sit vacant, generating no income revenue. More importantly, these proposed adjustments will provide housing for households having an immediate need for affordable housing.

FISCAL IMPACT
There is no fiscal impact to the General Fund.

There is no immediate fiscal impact to the Agency. The long-term financial implications may be a reduction of residual receipt payments from BHC.

CONCLUSION
To meet the demands of the community and fill the current moderate-income unit vacancies, BHC submitted a proposal requesting the City and Agency consider amending certain agreements by reducing the number of moderate-income units and increasing the number of extremely-low, very-low, and low-income units. The proposal

identifies two properties that have the highest vacancies: the Elmwood Focus Neighborhood and Peyton-Grismer Focus Neighborhood. Both are the two largest properties that BHC oversees and have the highest number of moderate-income unit designations. If this proposal is approved, it would allow BHC to immediately fill their vacancies with households that have been languishing on the wait list and stop the loss of rental income. In addition, the long-term benefit would address the community need by increasing the number of affordable units that best fit the housing demand.

In addition to the proposed re-designations of moderate units, in order to limit the potential of vacancies, staff is recommending amending affordability and rent restrictions to allow BHC to rent "up to" the target designation. This language has been implemented with recent acquisitions, as well as the acquisition of 225 Linden Avenue approved in August 2010. Staff recommends that all previous agreements be amended to maintain consistency in all BHC properties. If approved, BHC would be able to rent units to households below any given income category; reduce vacancy rates; and optimize the City's affordable housing production. This consistent affordability and rent restriction would also be used for future property acquisitions.

RECOMMENDATION

Staff recommends that the City of Burbank and Burbank Redevelopment Agency Board adopt the attached resolutions approving agreements with the Burbank Housing Corporation that will modify the affordable housing income and affordability restrictions.

1208

AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS

THIS AMENDMENT NO. 2 TO AFFORDABLE HOUSING AGREEMENTS AND RELATED REGULATORY AGREEMENTS (the "Amendment") is entered into as of September 23, 2010, among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency") and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer" or "BHC").

RECITALS

A. In 1997, the Redevelopment Agency of the City of Burbank established a non-profit corporation to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City of Burbank receives funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. Sec. 12701, *et seq*, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also has Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 *et seq*.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, *et seq*., (hereafter "Community Redevelopment Law") the Agency is required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City of Burbank's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

D. BHC, the City, and the Agency have to date worked together to provide and preserve Two Hundred and Seventy-Five (275) units of low-to-moderate income households. Based on the successful Elmwood model, the parties recognize that affordable housing requires social centers/services to invigorate neighborhoods and to keep projects successful. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school child care, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

E. On October 26, 1999, the Agency, City, and BHC entered into an affordable housing agreement for the property located at 2331-2333 North Fairview to acquire, rehabilitate, and provide three (3) affordable rental units. (hereafter referred to as "Project No.1").

F. On April 25, 2001, BHC entered into an affordable housing agreement with the City and Agency to acquire, rehabilitate and provide four (4) affordable rental units located at 3000-3006 Thornton Avenue ("Project No.2").

28,206
9-14-10
Exhibit B 5
1933

G. On July 10, 2001, BHC entered into an affordable housing agreement with the City and the Agency to acquire, rehabilitate and provide 65 affordable units located at 199 West Elmwood Avenue 153, 158-159,164-165, 170-171, 188, 194 Elmwood. This Elmwood project is collectively referred to as "Project No.3".

H. The Elmwood Project, Project No. 3, is being amended through the Amendment No. 2 to the Affordable Housing Agreements and related Regulatory Agreement, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

I. On July 16, 2002, BHC entered into an affordable housing agreement with the City and Agency concerning the acquisition, rehabilitation, and provide seven (7) affordable rental units located at 1721 Elliot Drive. The Elliot project is hereafter "Project No. 4".

J. On May 27, 2003, BHC and the Agency entered into an affordable housing agreement concerning 3030 Thornton Avenue to acquire, rehabilitate, and provide one (1) affordable rental unit. The 3030 Thornton Avenue project is hereafter "Project No. 5".

K. On September 23, 2003, BHC and Agency entered into a disposition and development agreement ("DDA") and lease agreement and amended on January 15, 2008 (Amendment No. 2) whereby BHC agreed to rehabilitate and provide 70 affordable rental units located at 1801-1815 Grismer Avenue, 1819 Grismer and 1729-1735 Elliott Drive. The aforementioned project is hereafter referred to as "Project No. 6".

L. The Peyton- Grismer Project, Project No. 6, is being amended through Amendment No. 2 to the Affordable Housing Agreements and related amended Regulatory Agreements, to modify the joint, consolidated restrictions on the affordable housing income restrictions. The number of affordable units remains unchanged.

M. On November 18, 2003, BHC entered into an affordable housing agreement with the City for assistance to purchase and rehabilitate seven (7) units at 2325 and 2335 Fairview Street (hereafter "Project No. 7").

N. On June 15, 2004, BHC and the Agency entered into an affordable housing agreement to acquire, rehabilitate, and provide fourteen (14) affordable rental units located at 2321 North Fairview Street and 2321-2323 North Catalina Street. An activity center serves the neighborhood. This project is hereafter referred to as "Project No. 8".

O. On May 4, 2004, the Agency and BHC restructured and consolidated certain affordable housing agreements in the Lake-Verdugo Focus Neighborhood to provide thirty (30) affordable housing rentals located at 220 West Tujunga Avenue, 237, 241-243, and 257 West Verdugo Avenue, which had been entered into separately in 2000-01. An activity center serves the neighborhood. The Verdugo-Lake Focus Neighborhood projects are hereafter referred to as "Project No. 9".

P. As part of the Keeler Homeownership Development June 16, 2009, 1902 Keeler Avenue ("Project No. 10") has been removed from the Master Loan process and treated individually. Therefore, Project No. 10 is hereby intentionally deleted.

Q. On January 31, 2006, the Agency and City approved a Disposition and Development Agreement and a Lease with BHC to provide five (5) affordable rental units located at 313 and 427 West Valencia Avenue. The aforementioned property is hereafter referred to as "Property No. 11".

R. On April 4, 2006, the City, Agency, and BHC entered into an Affordable Housing Agreement for the purchase and rehabilitation of ten (10) rental units at 157 West Linden Avenue and 160 West Elm Court/159 West Linden Avenue (Property No.12).

S. On January 23, 2007, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 261 West Verdugo Avenue which was rehabilitated to provide eight (8) affordable rental units. (Property No. 13).

T. On January 23, 2007, Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to provide six (6) rental units at 2219 and 2329 North Niagara Street. (Property No. 14).

U. On November 18, 2008, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2406 North Naomi Street which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 15.)

V. On January 6, 2009, the Agency and BHC entered into an Affordable Housing Agreement whereby BHC agreed to acquire, rehabilitate, and provide34 affordable rental units at 275 West Verdugo Avenue. (Property No. 16.)

W. On September 29, 2009, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 2615 Thornton Avenue which was acquired and rehabilitated to provide four (4)affordable rental units. (Property No. 17.)

X. On August 17, 2010, the Agency, City and BHC entered into an Affordable Housing Agreement for the property located at 225 Linden Avenue which was acquired and rehabilitated to provide four (4) affordable rental units. (Property No. 18.)

Y. BHC has performed or is currently performing all of its obligations under the affordable housing agreements (the "AHA") with respect to the acquisition and rehabilitation of each applicable property and currently maintains and operates the property subject to individual AHA's and Regulatory Agreements exclusive to each property. The parties desire to amend each of the AHAs and the corresponding Regulatory Agreements for Projects 1-18 to provide for flexibility in the affordability restrictions to meet community demand.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment to Properties No. 3 and No. 6. Each Affordable Housing Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

2. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

3. **Amendment to the Regulatory Agreement.** The Affordable Housing Agreements and Regulatory Agreements applicable to Projects No. 1-17 are hereby amended to reflect the changes set forth in this AHA No. 2. The AHA's and Regulatory Agreements for Projects No. 1-17, shall remain in full force and effect except as to that reflected in this Agreement (Amendment No.2) and the attached Regulatory Agreement. It is not the intent to modify any other provision of the documents as to all of the aforementioned projects except for Projects Nos. 3 and 6. Should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: Peter J. McGrath
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By:
Michael S. Flad, City Manager
Justin Hess, Deputy City Manager

ATTEST:

Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Michael S. Flad, Executive Director
Justin Hess, on behalf of

ATTEST:

Margarita Campos, CMC, Agency Secretary

APPROVED AS TO FORM:
Dennis A. Barlow, City Attorney/Agency Counsel

By: Mary F. Riley, Sr. Asst. City Attorney

Attachment

Regulatory Agreement Amendment

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Burbank)
275 East Olive Avenue)
P.O. Box 6459)
Burbank, California 91519-6459)
Attention: Redevelopment Director)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT AMENDMENT

THIS REGULATORY AGREEMENT AMENDMENT (the "Agreement") is entered into as of this ____ day of _____, 2010 by and among the **CITY OF BURBANK**, a California municipal corporation (the "City"), the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), and **BURBANK HOUSING CORPORATION**, a California nonprofit corporation (the "Developer").

RECITALS

A. The City has received funds from the HOME Investment Partnership Act of the United States, 42 U.S.C. §12701, *et seq.*, for the purpose of the production and operation of housing affordable to lower and very low income families.

B. The Agency is required by California Health and Safety Code Section 33334.2, *et seq.*, to expend a certain percentage of property taxes allocated to it for the purpose of increasing, improving and preserving the City of Burbank's supply of low- and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund").

C. The Developer has negotiated and acquired, and operated seventeen (17) properties of which the Agency and/or City have financed (collectively the "Affordable Housing Projects"). The Developer recorded a Regulatory Agreement on each respective Affordable Housing Project to reflect the affordability restrictions. Each Regulatory Agreement further reflected the individual restrictions imposed on each Affordable Housing Project through the respective Affordable Housing Agreement ("AHA"). The recordation numbers of each Regulatory Agreement of the seventeen (17) properties is set forth in detail on Exhibit A and incorporated herein by this reference.

D. The City, the Agency and the Developer have entered into an Affordable Housing Agreement Amendment No. 2 dated as of _____, pursuant to which the City and Agency have agreed to provide flexibility to Developer in the implementation of the affordability restrictions . The parties further modified the specific affordability designations in Properties No. 3 and 6. This Amendment to the Regulatory Agreement shall apply to all seventeen (17) properties.

NOW, THEREFORE, the parties hereto agree as follows:

1. A new provisions shall be added to each of the AHA and respective Regulatory Agreements:

Leasing Affordable Units Below Income Level Designations as to all Properties. In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to the Agency's Executive Director, or its designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in its respective AHA. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a. Extremely-Low Households ("Extremely-Low Households") that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size. Monthly rent chargeable by the tenant must be the lesser of (a) the extremely low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

b. Very-Low Income Households ("Very-Low Income Households") that do not exceed the following: i) qualifying limits for extremely-Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50105 for extremely-low income households, adjusted for household size; and includes extremely-low income households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the very low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; or (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

c. Low-Income Households ("Low-Income Households") that do not exceed the following: i) the qualifying limits for Low Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50053 for Low-Income Households, as adjusted for households size; and includes Very-Low Income Households as defined above. For Lower Income Households: Monthly rent chargeable by the tenant must be the lesser of (a) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established

by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD; (c) HOME program Low HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit; or (d) HOME program High HOME income rents as established and amended annually by HUD, adjusted for number of bedrooms in the unit.

d. Moderate-Income Households ("Moderate-Income Households") that do not exceed the following: i) the qualifying limits defined under California Health and Safety Code Section 50093 for Moderate-Income Households, as adjusted for household size; and includes Extremely-Low, Very-Low, and Low-Income Households as defined above. Monthly rent chargeable by the tenant must be the lesser of (a) the moderate income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, including a reasonable monthly utility allowance; or (b) prevailing fair market rent for existing housing for comparable units in the area established by HUD.

In order to maintain the household income mix set forth in each respective AHA, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

2. **Amendment to Properties No. 3 and No. 6.** Each Affordable Housing Agreement and Regulatory Agreement designates the number of affordable units and the targeted restricted household income level. The Affordable Housing Agreement and Regulatory Agreement applicable for Property No. 3 and Property No. 6 is amended as set forth in this section. Property No. 3 initially required the following designation of affordable housing units:

Property No. 3	Affordability	Initial
Elmwood	Extremely-Low	0
	Very-Low	19
	Low	23
	Moderate	23

This Amendment changes that designation to:

Property No. 3	Affordability	New
Elmwood	Extremely-Low	7
	Very-Low	25
	Low	23
	Moderate	10

Property No. 6 initially required the following designation of affordable housing units:

Property No. 6	Affordability	Initial
Peyton-Grismer	Extremely-Low	0
	Very-Low	14
	Low	19
	Moderate	37

This Amendment changes that designation to:

Property No. 6	Affordability	New
Peyton-Grismer	Extremely-Low	13
	Very-Low	20
	Low	25
	Moderate	12

3. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer, the Agency and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Regulatory Agreement as of the date and year set forth above.

DEVELOPER:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____
Peter J. McGrath, President

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Greg Herrmann, Interim Assistant Community Development Director

ATTEST:

_____
Margarita Campos, CMC, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____

By: Mary F. Riley
Senior Assistant City Attorney

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Greg Herrmann, Interim Asst. Executive Director

ATTEST:

_____

Margarita Campos, CMC, Agency Secretary

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____

By: Mary F. Riley
Senior Assistant City Attorney

EXHIBIT A

LOS ANGELES COUNTY RECORDER'S RECORDATION NUMBERS

[to be inserted]

ATTACHMENT 12 - 297

1208
RA82

This page is part of your document - DO NOT DISCARD

03-1634472

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
9:01 AM JUN 09 2003

TITLE(S) :

LEAD SHEET

FEE

FREE W

D.T.T

24

CODE
20

CODE
19

CODE
9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

THIS FORM NOT TO BE DUPLICATED

R-2041
26,334
10/1/02

2

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

03-1634472

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED
REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of October 4, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement" recorded on December 28, 1999, recording no. 99-2382117), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

PROJECT MONITORING CHECKLIST
(CEQA Mitigation Measures)

PROJECT NAME Planned Development No. 2002-2 with... Development Review No. 2002-42 .....

FILE NUMBER Block bounded by Glenoaks Blvd., Olive Ave., Third St., and Orange Grove Ave.; and southwest corner of Orange Grove and Third St. .....

APPROVAL DATE proposed March 11, 2003 .....

ENVIRONMENTAL Prepared January 30, 2003 .....

All of the mitigation measures required for this project are consolidated on this checklist for the purpose of monitoring them for completion as a part of the project approval process. Each responsible department/division will assign a deadline for completion of the conditions it has required. Numbers of conditions are entered in the appropriate column. A signature at each point in the approval process indicates completion of conditions required by a responsible department/division at that point in time. Final approval for C of O must be obtained from the Planning Division.

RESPONSIBLE DEPARTMENT/ DIVISION	I DEMOLITION	II DURING DEMOLITION	III GRADING	IV BUILDING PERMIT	V DURING CONSTRUCTION	VI CERTIFICATE OF OCCUPANCY	VII OTHER	ONGOING
CDD - Building	1-6	1-6	1-6	1-6	1-6			
CDD - Planning	5, 6	5, 6	5, 6	5, 6	5, 6		7 (design)	
PWD - General	5, 6	5, 6	5, 6	5, 6	5, 6			

03 1501474

3

03 1634472

of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

a. For Very Low Income Households: the lesser of (a) One-Twelfth (1/12th) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth (1/12th) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

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conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

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To Agency:	Redevelopment Agency of the City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Assistant Executive Director
To City:	City of Burbank 275 East Olive Avenue P.O. Box 6459 Burbank, California 91510-6459 Attention: Community Development Director
To Nonprofit:	Burbank Housing Corporation 241 West Verdugo Avenue Burbank, California 91510 Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

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IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

By: Michael J. Garcia, Assistant City Attorney

03 1634472

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

03 1634472

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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03 1634472

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: City Manager

Signer is representing:
Name Of Person(s) Or Entity(ies)
City of Burbank

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

23

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

03 1634472

On October 4, 2002, before me, Laura Valdivia, Notary Public,
(Print Name of Notary Public)

personally appeared Robert R. Ovrom,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LAURA VALDIVIA
Commission # 1226250
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2003

WITNESS my hand and official seal.

Laura Valdivia
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☒ Other: Executive Director

Signer is representing:
Name Of Person(s) Or Entity(ies)

Burbank Redevelopment Agency

DESCRIPTION OF ATTACHED DOCUMENT

Amended & Restated Regulatory Agmt.
Title Or Type Of Document

23
Number Of Pages

10-4-02
Date Of Document

Allen G. Cottriel
Signer(s) Other Than Named Above

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03 1634472

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Gail Coffelt

Date Commission Expires 5-18-04

Notary Identification Number 1264198
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number NNAI
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration Burbank

Date 5-1-03

Signature (Firm name, if any)

GAIL COFFELT
Commission # 1264198
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2004

NNAI NNAI

25

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

03 1634472

On August 22, 2003 before me, Gail Coffelt, Notary Public,
(Print Name of Notary Public)

personally appeared Allen G. Cottrell,

☒ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

1208
1102
RA 82

3

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: October 1, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/
Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment
and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Amendment to Regulatory Agreements Between the City of Burbank, the Burbank Redevelopment Agency and the Burbank Housing Corporation Governing Properties on West Elmwood

PURPOSE

The purpose of this report is to provide information for the City of Burbank and the Burbank Redevelopment Agency (hereinafter generally referred to as City/Agency) to consider terminating the Regulatory Agreement with the Burbank Housing Corporation (BHC) for 199 West Elmwood and including those conditions in an amended Regulatory Agreement governing ownership of 59 units sold to the BHC (153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue) under a Purchase and Sale Agreement. The intent of this action is to integrate the terms of occupancy and affordability into one master recorded document.

BACKGROUND

On November 30, 1999, the City/Agency approved a Purchase and Sale Agreement with the BHC for the disposition of 153, 158, 159, 164, 165, 170, 171, 188 and 194 West Elmwood Avenue. The sale of these 59-housing units plus the Achievement Center included various conditions restricting housing operations, e.g., occupancy, and affordability. On July 10, 2001, the City/Agency entered into an Affordable Housing Agreement to assist the BHC acquire and rehabilitate a six-unit apartment building at 199 West Elmwood Avenue and to amend and restate the Promissory Note for the earlier approved 59-unit BHC project on Elmwood to integrate the debt and revenue generated by the two projects on Elmwood.

R-2041
26,334
10-1-02

ANALYSIS

The Affordable Housing Agreement for 199 West Elmwood and the Purchase and Sale Agreement for other BHC-owned properties on West Elmwood each provide for a Regulatory Agreement that serves as the recording instrument for the covenants, conditions and restrictions placed on the BHC's property operations by the City/Agency for each project. While all the terms are identical for the two projects, occupancy and affordability restrictions are project specific and thereby unduly complicate BHC lease-up of units. This is a property management issue that would only increase should the BHC later acquire other properties on West Elmwood with each also generating a separate Regulatory Agreement. Consequently, staff is supporting the BHC's recommendation that the two Regulatory Agreements be melded together into one Regulatory Agreement that applies to both transactions, and that provides BHC with greater flexibility when leasing units. Staff is also recommending adjusting the occupancy standard to conform to recent transactions with the BHC. Following is a synopsis of the proposed amended Regulatory Agreement.

- **Occupancy and Affordability Requirements**

  Occupancy (also referenced as income restrictions) and affordability (rent restrictions) set forth in the Purchase and Sale Agreement (59-unit project) and the Affordable Housing Agreement (six-unit project at 199 West Elmwood Avenue) were recorded via a Regulatory Agreement for each project. The Regulatory Agreement for the purchase by BHC of the 59 Elmwood units distributed occupancy and affordability accordingly: 19 very low-income units, 20 lower-income units and 20 moderate- income units. Under the Regulatory Agreement (Section 4) for 199 West Elmwood, affordability and income covenants stipulate that three two-bedroom units will be HOME restricted for low-income households and the remaining three two-bedroom units will be affordable to moderate-income households.

  The amended Regulatory Agreement will combine the terms of the two aforementioned agreements as shown below.

Income/Rent Requirements	Regulatory Agreements		
	Elmwood (59-Units)	199 Elmwood	Amended Agreement
Very Low-Income/Set-Aside Rents	1		1
Very Low-Income/HOME Rents	18		18
Lower-Income/Set-Aside Rents	20		20
Lower-Income/HOME Rents		3	3
Moderate-Income/Set-Aside Rents	20	3	23
Totals	**59**	**6**	**65**

The Affordability Period in the Amended Regulatory Agreement will continue requiring income and rent restrictions to extend in perpetuity.

- **Property Maintenance**

  This section would be unchanged, except as it relates to occupancy standards described below. The BHC is required to maintain the Project in accordance with all applicable local codes, rehabilitation standards, ordinances and zoning ordinances as required by Section 92.251 of the HOME Regulations and at a standard of maintenance commensurate with similar housing units within Los Angeles County.

  An occupancy standard is imposed to guard against overcrowded conditions. The amended Regulatory Agreement reduces the maximum household size from an earlier limit of two persons per bedroom plus two additional persons (e.g., a two-bedroom unit would have a maximum household size of six persons) to two persons per bedroom plus one additional person (the same example for a two-bedroom would have a maximum occupancy of five persons). However, no residents as of the date of this amended Regulatory Agreement would be evicted from their apartment units if they do not meet the revised occupancy standards requirements.

  At the request of the Council and Agency, staff has attached a report regarding an alternative occupancy standard (Exhibit B) under the Uniform Housing Code of UHC (Section 503.2). The UHC provides for an occupancy standard tied the square footage of a unit; however, staff believes that the current standard of two persons per bedroom plus one person, which is patterned after federal housing quality standards, is a preferable requirement.

  The amended Regulatory Agreement would continue requiring periodic inspections and allow the City/Agency to abate property violation and attach a lien upon the Project or assess the BHC, if the BHC fails to maintain the Project. The City/Agency has authority to require replacement of a property manager due to poor performance and to approve another property manager or property management company.

- **Approval of Sale, Transfer or Assignment**

  This section remains unaltered. Covenants run with the land and all of the terms, covenants and conditions are binding upon the BHC and any "permitted" successors and assigns. The Project may not be sold, transferred, conveyed, encumbered to secure financial experience and capability, who would be required to assume the obligations of the BHC under the Agreement and would be considered a community housing development organization or CHDO.

FISCAL IMPACT

Amending the Regulatory Agreement for West Elmwood properties owned by the BHC will have no financial impact to the City/Agency.

RECOMMENDATION

City Council

Staff recommends that the City Council adopt the proposed resolution.

Redevelopment Agency

Staff recommends that the Redevelopment Agency adopt the proposed resolution.

EXHIBITS:

A Amended Regulatory Agreement
B Occupancy Standard Memorandum

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

AMENDED AND RESTATED REGULATORY AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AGREEMENT (the "Agreement") is entered into as of _____, 2002, by and among the **REDEVELOPMENT AGENCY OF THE CITY OF BURBANK**, a public body, corporate and politic (the "Agency"), the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"), and **BURBANK HOUSING CORPORATION,** a California nonprofit corporation (the "Nonprofit").

RECITALS

A. Pursuant to the terms of a Purchase and Sale Agreement between the Agency and the Nonprofit, dated as of November 30, 1999 (the "Purchase Agreement"), the Nonprofit has acquired from the Agency nine multifamily apartment complexes (the "First Project Buildings") in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, and 194 West Elmwood (collectively, the "First Project Property").

B. Pursuant to the terms of an Affordable Housing Agreement by and among the Agency, the City and Nonprofit, dated as of July 10, 2001 (the "AHA"), the City and Agency agreed to provide financial assistance to the Nonprofit to acquire one six-unit apartment complex (the "Second Project Building") in the City of Burbank, located at 199 West Elmwood Avenue (the "Second Project Property"). The AHA also amended the terms of the Promissory Note executed pursuant to the Purchase Agreement to integrate the debt and revenue generate by the First Project Property under the Purchase Agreement and the Second Project Property under the AHA. The First Project Buildings and the Second Project Building are referred to herein collectively as the "Buildings." The First Project Property and Second Project Property are referred to herein collectively as the "Property."

C. The Property is further described in the Legal Description which is attached hereto as Exhibit A, which is incorporated herein. A portion of the cost of acquisition

of the Buildings has been provided with funds from the Agency's Low and Moderate Income Housing Fund, and the remainder of the cost of acquisition of the Buildings has been provided with HOME Program funds.

D. Pursuant to the Purchase Agreement and AHA, the Nonprofit has agreed to lease the apartment units in the Buildings at an Affordable Rent to Very Low, Lower and Low and Moderate Income Households

E. The Purchase Agreement and the AHA each required the execution and recording of Regulatory Agreements (the "Purchase Regulatory Agreement" and the AHA Regulatory Agreement," respectively) to set forth the ongoing affordability, maintenance, and other obligations of the Purchase Agreement and the AHA.

F. The Agency, City, and Nonprofit desire to execute this Agreement, which will amend and restate both the Purchase Regulatory Agreement and AHA Regulatory Agreement and set forth the obligations of the Parties under one Agreement. The purpose of this Amended and Restated Regulatory Agreement is to provide flexibility to the in leasing the housing units in all of the Buildings on the Property, while still requiring the same overall affordability levels set forth in the Purchase Regulatory Agreement and AHA Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Achievement Center" is defined in Section 406 hereof.

"Affordable Rent" is defined in Section 402.6 hereof.

"Agency" means the Redevelopment Agency of the City of Burbank, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law and any assignee of or successor to its rights, powers and responsibilities.

"Agreement" means this Amended and Restated Regulatory Agreement among the Agency, the City, and the Nonprofit.

"AHA" is defined in Recital B above.

"AHA Regulatory Agreement" is defined in Recital E above.

"Buildings" means those multifamily apartment complexes located on the Property.

"Capital Replacement Reserve" is defined in Section 405 hereof.

"City" means the City of Burbank, a California charter city and municipal corporation.

"Community Redevelopment Law" means California Health and Safety Code Section 33000, *et seq.* as the same now exist or may hereinafter be amended.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"First Project Buildings" is defined in Recital A above.

"First Project Property" is defined in Recital A above.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Nonprofit or the Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

"Legal Description" means the description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low and Moderate Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 120%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

"Lower Income Household" shall mean a household earning not greater than the applicable portion of Los Angeles County median income (generally 80%) which is set forth from time to time by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

"Nonprofit" means Burbank Housing Corporation, a California nonprofit corporation, and its successors and assigns.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Property" means that certain real property improved with nine multifamily apartment complexes in the City of Burbank, located at 153 West Elmwood, 158 West Elmwood, 159 West Elmwood, 164 West Elmwood, 165 West Elmwood, 170 West Elmwood, 171 West Elmwood, 188 West Elmwood, 194 West Elmwood, and 199 West Elmwood. The Property is legally described in the Legal Description and depicted on the Map.

"Purchase Agreement" is defined in Recital A above.

"Purchase Regulatory Agreement" is defined in Recital E above.

"Rent" shall mean the total of monthly payments by the tenants of an apartment unit for use and occupancy for the unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations § 6918.

"Second Project Building" is defined in Recital B above.

"Second Project Property" is defined in Recital B above.

"State" means the State of California.

"Transfer" is defined in Section 603.1 hereof.

"Very Low Income Household" shall mean a household earning not greater than fifty percent (50%) of Los Angeles County median income which is set forth from time to time by regulation of the United States Department of Housing and Urban Development.

200. COMPLETION OF REHABILITATION; DISCLOSURE

201. Rehabilitation of the Second Project Property. The Nonprofit agrees to rehabilitate the Second Project Property in accordance with the provisions of the Affordable Housing Agreement, the Scope of Work which is attached to the Affordable Housing Agreement as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR § 882.109, the City Municipal Code and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the "Rehabilitation"). The Rehabilitation shall be conducted in such a manner so as to avoid or minimize tenant

displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 of the Affordable Housing Agreement.

202. Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlords must, before renting pre-1978 housing, disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The Agency has undertaken a program to abate lead-based paint which existed in the First Project Buildings, some of which was removed and some of which was encapsulated and allowed to remain in place in the First Project Buildings. The Agency has made available to the Nonprofit all of the reports and records which it has commissioned pertaining to lead-based paint and/or lead-based paint hazards in the First Project Buildings, and Nonprofit acknowledges receipt thereof. However, the Agency believes that the First Project Buildings were constructed prior to 1978, and, therefore, may contain lead-based paint. Nonprofit shall provide to its tenants all disclosures required by applicable law with respect to lead paint exposure. Moreover, Nonprofit shall comply with all applicable laws pertaining to lead-based paint for the Second Project Building.

300. OPERATION OF THE PROPERTY

301. Insurance Requirements. The Nonprofit shall take out and maintain or shall cause its contractor to take out and maintain during the Affordability Period a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy with limits of not less than One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000) per accident for bodily injury and not less than Twenty-Five Thousand Dollars ($25,000) per accident for property damage. Nonprofit shall maintain insurance in the amount of Two Million Dollars ($2,000,000) against damages sustained by reason of any action, claim or demand made by reason of breach or claim for breach of contract, or by reason of any contractual liability or alleged contractual liability on any contract entered into by the Nonprofit or its contractors, subcontractors, agents or employees with respect to the Property. All policies shall protect the Nonprofit, City and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the Agency. Such policy or policies shall be written on an occurrence form. The Nonprofit shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Nonprofit and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Nonprofit shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City

and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Nonprofit shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Nonprofit at the time set forth therefor in the Schedule of Performance. Nonprofit shall also take out and maintain from the date of the Closing until the end of the Affordability Period a policy of property damage insurance, with the policy amount in the full replacement value of the Property.

302. Indemnity. The Nonprofit shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Nonprofit under this Agreement, whether such activities or performance thereof be by the Nonprofit or by anyone directly or indirectly employed or contracted with by the Nonprofit and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Nonprofit shall not be liable for property damage or bodily injury to the extent occasioned by the willful misconduct or sole negligence of the Agency, the City, or their agents or employees.

303. Rights of Access. Representatives of the Agency and/or City shall have the right to inspect the Property so long as Agency and/or City representatives comply with all safety rules.

304. Compliance With Laws. The Nonprofit shall carry out the operation of the Property in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code. A portion of the cost of acquisition of the Buildings has been financed through funds provided to the City from the HOME Investment Partnership Act, 42 U.S.C. § 12701, *et seq.*, pursuant to the implementing regulations set forth at 24 CFR 92 (the "HOME Program"). Accordingly, the Nonprofit shall comply with all applicable requirements of the HOME Program, as it now exists or may hereafter be amended. Upon request, the Agency/City shall provide to the Nonprofit a copy of applicable HOME Program requirements.

305. Financing of the Acquisition of the Property. The Nonprofit shall not enter into any conveyance for financing without the prior written approval of the Agency and City.

400. COVENANTS AND RESTRICTIONS

401. Duty to Prevent Hazardous Material Contamination. During the Rehabilitation of the Second Project Property and operation of the Property, the Nonprofit shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all

Governmental Requirements with respect to Hazardous Materials. The Nonprofit shall notify the City and Agency, and provide to the City and Agency a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Nonprofit shall report to the City and Agency, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

402. Affordable Housing Requirements.

402.1 Number of Units. The Nonprofit agrees to make available, restrict occupancy to, and rent nineteen (19) of the apartment units in the Buildings to Very Low Income Households, twenty-three (23) of the apartment units in the Buildings to Lower Income Households, and twenty-three (23) of the apartment units in the Buildings to Low- and Moderate Income Households, at the rents established pursuant to Section 402.6 hereof.

402.2 Lease Requirements. Prior to rental of any of the apartment units in the Buildings to new tenants, Nonprofit shall submit a standard lease form to the Agency and City for their approval. Each such lease shall contain a waiver of relocation rights and benefits in a form which is reasonably acceptable to the Agency and City. The Agency and City shall approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the HOME Program, HOME Regulations, and the Community Redevelopment Law. The Nonprofit shall enter into a lease, in the form approved by the Agency and City, with each new tenant of an apartment unit within the Buildings, and each existing tenant whose existing lease has expired. No lease shall contain any of the provisions which are prohibited pursuant to Section 92.253 of the HOME Regulations.

402.3 Duration of Affordability Requirements. The Buildings shall be subject to the requirements of this Section 402 in perpetuity commencing upon the date of this Agreement. The duration of this requirement shall be known as the "Affordability Period."

402.4 Selection of Tenants. Each apartment unit in the Buildings shall be leased to tenants selected by the Nonprofit who meet all of the requirements provided herein. The Agency and/or City may, from time to time, assist in the leasing of the apartment units in the Buildings by providing to the Nonprofit names of persons who have expressed interest in renting such units. The Nonprofit shall adopt a tenant selection system in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by the Agency in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. Highest priority in the selection of tenants shall be given to those applicants who have been displaced by Agency projects, if any. The Nonprofit shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other

tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

402.5 Income of Tenants. Prior to the rental or lease of any apartment unit in the Buildings to a tenant, and annually thereafter, the Nonprofit shall obtain an income certification from the tenant of each apartment unit. The Nonprofit shall verify the income certification of the tenant in one or more of the following methods:

a. obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods, if any.

b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.

c. obtain an income verification certification from the employer of the tenant.

d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.

e. obtain a credit report from a commercial credit reporting agency.

f. obtain an alternate form of income verification reasonably requested by the Nonprofit, if none of the above forms of verification is available to the Nonprofit.

A person or family who at the time of income certification qualified as a Very Low, Lower or Low- and Moderate Income Household, as applicable, shall continue to be deemed so qualified, until such time as the person or family's income is redetermined and the person or family is determined by the Nonprofit to no longer be so qualified, even if such person or family's income has subsequently increased to an amount above the applicable income level. Upon the Nonprofit's determination that the tenant is no longer qualified as either a Very Low, Lower or Low- and Moderate Income Household, such tenant's monthly rent, instead of the amount set forth in Section 402.6 hereof, shall be adjusted to the lesser of thirty percent of the tenant's monthly income or fair market rent, as reasonably determined by the Agency and the Nonprofit. In addition, the Nonprofit shall annually submit to the Agency and City, prior to July 15 each year, a certification of the number of apartment units in the Buildings actually occupied by Very Low, Lower and Low- and Moderate-Income Households in such form as may be provided by the Agency.

402.6 Determination of Affordable Rent. Each apartment unit in the Buildings shall be rented at an "Affordable Rent" to be established by the Agency and City as provided herein. The maximum Monthly Rent chargeable for the apartment units within the Buildings shall be established by the Agency on an annual basis by written notice to the Nonprofit, upon publication of annual median income limits by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development, at the following amounts:

a. For Very Low Income Households: the lesser of (a) One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Fifty Percent (50%) of Los Angeles County annual median income for a household size appropriate for the unit, or (b) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development under 24 CFR 888.111.

b. For Lower Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of Sixty Percent (60%) of Los Angeles County annual median income for a household size appropriate for the unit.

c. For Low and Moderate Income Households: One-Twelfth ($1/12^{th}$) of Thirty Percent (30%) of One Hundred Ten Percent (110%) of Los Angeles County annual median income for a household size appropriate for the unit.

For purpose of determining "Affordable Rent" only, "household size appropriate to the unit" shall mean one person for a studio apartment unit, two persons for a one bedroom apartment unit, three persons for a two bedroom apartment unit, four persons for a three bedroom apartment unit, and five persons for a four bedroom apartment unit. The rents of the apartment units in the Buildings may be increased simultaneously, once per year, regardless of when particular tenants commenced occupancy of their units. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Nonprofit which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Nonprofit. The Agency and City, may in their discretion, base the utilities allowance on a utilities allowance adopted by the Los Angeles County Housing Authority, or established in connection with the Section 8 program administered by the United States Department of Housing and Urban Development. Upon the approval of the Agency, rents may be established at amounts which are lower than the maximum monthly rental amounts set forth above.

402.7 Occupancy Standards. Based on a standard of two persons per bedroom plus one additional person, occupancy of studio apartment units shall be limited to two persons, occupancy of one bedroom apartment units shall be limited to three persons, occupancy of two bedroom apartment units shall be limited to five persons, occupancy of three bedroom apartment units shall be limited to seven persons, and occupancy of four bedroom apartment units shall be limited to nine persons. For those housing units originally subject to the Purchase Regulatory Agreement, the requirements of this section shall only be applied to tenants occupying the units after the Date of Agreement. All tenants occupying housing units in the First Project Buildings prior to the Date of Agreement shall comply with Section 402.6 of the Purchase Regulatory Agreement.

402.8 Affirmative Marketing. The rental of the Affordable Units shall be conducted in accordance with the affirmative marketing requirements which have been adopted

by the City and the requirements of Section 92.351, or successor regulation, of the HOME Regulations and other applicable HOME Program requirements.

402.9 Property Tax Exemption. The Nonprofit shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The Agency and City do not represent or warrant to the Nonprofit that such an exemption will be available to the Nonprofit.

403. Maintenance Covenants. The Nonprofit shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the HUD Housing Quality Standards and the maintenance standards required by Section 92.251 of the HOME Regulations, and the standard of maintenance of similar housing units within Los Angeles County, California. None of the apartment units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. If at any time Nonprofit fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the Agency and/or City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the Agency and/or City with respect to landscaping and building improvements, then the Agency and/or City, in addition to whatever remedies they may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Buildings and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Agency and/or City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Nonprofit to the Agency and/or City upon demand.

404. Management. Nonprofit shall manage or cause the Buildings to be managed in a prudent and business-like manner, consistent with first-class multifamily rental housing in Los Angeles County, California, and in accordance with the operating budget for the Buildings which has been approved by the Agency and City. Nonprofit may contract with a management company or manager to operate and maintain the Buildings in accordance with the terms of this Agreement (the "Property Manager"); provided, however, that the hiring and termination of the Property Manager shall be subject to approval by Agency Assistant Executive Director and the City's Community Development Director, or their designee(s). The Agency has assigned to Nonprofit the management agreement which the Agency has entered with Jenkins Properties, and Nonprofit has assumed such management agreement or entered a new management agreement with Jenkins Properties. The fees payable to the Property Manager shall not exceed six percent (6%) of the gross rents of the Buildings. Nonprofit may not itself act as the Property Manager, nor may any of Nonprofit's directors or officers, or any entity with which they are affiliated, act as the Property Manager. Approval of the Property Manager by Agency and City shall not be unreasonably withheld. If, at any time, the Property Manager is not performing to the reasonable satisfaction of the Agency and City, the Agency and City may direct the Nonprofit to use its best efforts to correct any defects in management at the earliest feasible time and, if necessary, to replace the Property Manager prior to the elapsing of such time period. If the management defects identified by Agency and/or City have not been corrected within thirty

(30) days after notice to Nonprofit, the Agency and/or City may in their sole discretion direct the Nonprofit to immediately terminate the Property Manager.

405. Reserve Accounts. The Nonprofit shall also, or cause the Property Manager to, annually set aside not less than Two Hundred Fifty Dollars ($250) per unit, per year, into a separate interest-bearing trust account (the "Capital Replacement Reserve"). Notwithstanding the foregoing, however, no payments shall be made into the Capital Replacement Reserve which cause the balance thereof to exceed Sixty-Five Thousand Dollars ($65,000), except that interest accruing on the Capital Reserve Account shall remain in such account until withdrawn for the purposes hereof. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Property fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Nonprofit of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Nonprofit, at its expense, shall submit to the Agency and City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement and irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement, and common area repainting.

406. Achievement Center. Nonprofit shall operate within the Buildings an educational center (the "Achievement Center") which provides an after-school educational services program to children in grades kindergarten through 12 who reside in the Buildings. The Achievement Center shall provide (i) learning enrichment services, including homework assistance, self-study and reading, (ii) mentoring opportunities, including formal mentor relationships and after-school learning sessions, and (iii) community service opportunities, including volunteer opportunities and neighborhood involvement.

The following services shall be provided by the Achievement Center on a daily basis:

(a) Enrollment of students, including recruitment, orientation, assessment, development of strategy, monitoring and reevaluation.

(b) Monitoring of individual student progress, including review of program performance, grade reports, parent and community feedback.

(c) Observation of student behavior in multiple settings, supplying intervention when necessary.

(d) Maintaining a comfortable, safe and positive environment for all students.

The Achievement Center shall provide opportunities for mentoring relationships to be developed and strengthened, including (i) recruiting, evaluating and selecting mentors, (ii) promoting cooperative relationships with other individuals, such as teachers, older students and community members, and (iii) providing opportunities for participation in special events.

The Achievement Center shall be administered by a full-time Achievement Center Director. The hiring and termination of the Achievement Center Director shall be subject to approval by the Agency Assistant Executive Director, or his or her designee.

Participation in the Achievement Center shall be limited to residents of the Buildings and residents of apartment complexes in the 100 block of West Elmwood Avenue with which the Agency has entered into affordable housing agreements.

407. Monitoring and Recordkeeping. Throughout the Affordability Period, Nonprofit shall comply with all applicable recordkeeping and monitoring requirements set forth in Section 92.508 (or successor regulation) of the HOME Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the Agency. Representatives of the Agency and City shall be entitled to enter the Property, upon at least twenty-four (24) hours notice, to monitor compliance with this Agreement, to inspect the records of the Property with respect to the Affordable Units, and to conduct an independent audit or inspection of such records. The Nonprofit agrees to cooperate with the Agency and City in making the Property available for such inspection or audit. If for any reason the Agency and/or City are unable to obtain the Nonprofit's consent to such an inspection or audit, the Nonprofit understands and agrees that the Agency and/or City may obtain at Nonprofit's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Nonprofit agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

408. Nondiscrimination Covenants. The Nonprofit covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Nonprofit itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Nonprofit shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein

conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such failure within thirty (30) days from receipt of such notice, or if the nature of such Default is such that more than thirty (30) days is reasonable required to cure such deficiency, if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions shall be instituted in the Superior Court of State of California, Los Angeles County.

503. Acceptance of Service of Process. In the event that any legal action is commenced by the Nonprofit against the Agency and/or the City, service of process on the Agency shall be made by personal service upon the Agency's Secretary or in such other manner as may be provided by law and service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency or City against the Nonprofit, service of process on the Nonprofit shall be made by personal service in such manner as may be provided by law.

504. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

505. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

506. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

507. Non-Liability of Officials and Employees of the Agency and City. No member, official or employee of the Agency or the City shall be personally liable to the Nonprofit, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Nonprofit or its successors, or on any obligations under the terms of this Agreement.

508. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Redevelopment Agency of the City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Assistant Executive Director

To City: City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510-6459
Attention: Community Development Director

To Nonprofit: Burbank Housing Corporation
241 West Verdugo Avenue
Burbank, California 91510
Attention: Judith S. Arandes, Executive Director

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the Agency and/or City which shall not excuse performance by the Agency and/or City respectively); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Nonprofit.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Nonprofit are of particular concern to the Agency and City. It is because of those qualifications and identity that the Agency and City have entered into this Agreement with the Nonprofit. Accordingly, for the

period commencing upon the date of this Agreement and throughout the Affordability Period, no voluntary or involuntary successor in interest of the Nonprofit shall acquire any rights or powers under this Agreement, (b) nor shall the Nonprofit make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency and City, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency and City approval of a Transfer shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency.

(b) Any lease of an apartment unit in the Property to individual tenants in the ordinary course of business.

603.3 Agency Consideration of Requested Transfer. The Agency and City agree that they will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Nonprofit delivers written notice to the Agency and City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency and City. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement owner, (ii) the transferee's past performance as owner and operator of affordable multifamily apartment complexes, (iii) the current financial condition of the transferee, and similar factors. The Agency and City agree not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel and the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Nonprofit's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency and City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Nonprofit shall promptly furnish to the Agency and City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Nonprofit and its permitted successors and assigns. Whenever the term "Nonprofit" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency or City. The Agency or City may assign or transfer any of their rights or obligations under this Agreement with the approval of the

Nonprofit, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City and vice versa, at any time without the consent of the Nonprofit.

604. Agency and City Approvals and Actions. The Agency and City shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency's Assistant Executive Director (or his or her duly authorized representative) and the Community Development Director, respectively.. The Agency's Assistant Executive Director and the City's Community Development Director shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, extend time periods, and/or enter into amendments of this Agreement on behalf of the Agency and City, respectively, so long as such actions do not materially or substantially change the uses permitted on the Property, or add to the costs incurred or to be incurred by the Agency and City, respectively, as specified herein. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board and City Council, respectively.

605. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

606. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

607. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

608. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Nonprofit of each and every obligation and condition of this Agreement.

609. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

610. Amendment and Supersession of Prior Agreements. This Agreement amends and supersedes the Purchase Regulatory Agreement, dated November 30, 1999, by and between Agency and Nonprofit, and the AHA Regulatory Agreement, dated July 17, 2001, among the Agency, City, and Nonprofit, which, except as set forth in Section 402.7 of this Agreement, shall be of no further force or effect as of the Date of Agreement.

IN WITNESS WHEREOF, the Agency and the Nonprofit have executed this Amended and Restated Regulatory Agreement as of the date first set forth above ("Date of Agreement").

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic

By: _____
Robert R. Ovrom, Executive Director

ATTEST:

_____
Margarita Campos, Agency Secretary

CITY:

CITY OF BURBANK, a California municipal corporation

By: _____
Robert R. Ovrom, City Manager

ATTEST:

_____
Margarita Campos, City Clerk

NONPROFIT:

BURBANK HOUSING CORPORATION, a California nonprofit corporation

By: _____

By: _____

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney/Agency Counsel

_____
By: Michael J. Garcia, Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the State of California, County of Los Angeles, City of Burbank and described as follows:

[SEE ATTACHED]

LEGAL DESCRIPTION

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1, TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

burbank
redevelopment
agency

141 n. glenoaks boulevard • p.o. box 6459 • burbank • california • 91510-6459 • (818) 238-5180

DATE: October 1, 2002

TO: Robert R. Ovrom, City Manager/Executive Director

FROM Susan Georgino, Community Development Director/
Asst. Executive Director
Susan Evans, Asst. CDD for Housing, Redevelopment
and Economic Development
By: Duane Solomon, Housing Development Manager

SUBJECT: Occupancy Standards

At the August 27, 2002 joint meeting of the Council and Agency, staff was instructed to return with information regarding an alternative occupancy standard predicated upon the square footage of a unit. In recent years, the Agency has established an occupancy standard in all projects it assists that limits the number of household members to two persons per bedroom plus one additional member, which meets the federal Housing Quality Standards or HQS definition under 24 CFR.982.401 (d)(2)(iii). The U. S. Department of Housing and Urban Development (HUD) requires that a Housing Authority administering HQS must "provide for the smallest number of bedrooms needed to house a family without overcrowding" and comply with HQS space requirements, which stipulates that "The dwelling unit must have at least one bedroom or living/sleeping room for each two person."[1]

As with many jurisdictions, the Agency (and the City's Housing Authority) has increased the HQS minimum standard to allow an additional household member. In addition to not reducing the HQS standard below HQS occupancy limits, this measure also accommodates households with children of differing genders, while also staving off any fair housing concern about the Agency dictating housing choices.

---

[1] *(d) Space and security-- (1) Performance requirement. The dwelling unit must provide adequate space and security for the family.*
(2) Acceptability criteria.
(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

EXHIBIT B

Occupancy based on a unit's square footage (as compared to the number of bedrooms as used under the current City/Agency occupancy standard) is codified in the Uniform Housing Code or UHC (Section 503.2), which sets forth the following definition of the number of permitted occupants in a dwelling:

> Dwelling units and congregate residences shall have at least one room, which shall not have less than 120 square feet of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet for each occupant in excess of two.

Under the UHC, 70 square feet of living space exclusive of the kitchen and each bathroom is required for two persons, while a minimum of 50 square feet is needed for each additional occupant. The maximum occupancy is then determined by subtracting 70 square feet from the unit's total square footage, subtracting the square footage of the kitchen and each bedroom and then dividing the remaining square footage (the habitable area) by 50.

Occupancy under the UHC is a variable, sometimes confusing standard that too often legitimizes overcrowding. Following are two examples of UHC standards that help illustrate the methodology used under the UHC to calculate maximum occupancy.

One-Bedroom/One-Bath Unit *487 Square Feet*	*Total Occupants*	Two-Bedroom/Two-Bath Unit *932 Square Feet (SF)*	*Total Occupants*
Bedroom equals 120 SF (70 for first two persons and 50 SF for third person)	3	First bedroom equals 120 SF (70 for first two persons and 50 SF for third person)	3
487 SF minus 120 SF (Bedroom) minus 50 SF (Bath) minus 100 SF (Kitchen) equals 217 SF/50 SF	4	932 SF minus 120 SF (First Bedroom) minus 100 SF (2 Baths at 50 SF each) minus 100 SF (Kitchen) equals 612 SF/50 SF	12
Total Maximum Occupants	**7**	**Total Maximum Occupants**	**15**
Current Maximum Occupancy	**3**	***Current Maximum Occupancy***	**5**

Using this calculation, a sampling (Attachment A) of Burbank Housing Corporation (BHC) units would suggest the following occupancy limits:

Property Address	Maximum Occupancy					
	One Bedroom/One Bath		Two Bedroom/One Bath		Three Bedroom/Two Bath	
	UHC	Current Standard	UHC	Current Standard	UHC	Current Standard
W. Elmwood Apts. (averaged)	13	3	14	5	NA	NA
237 West Verdugo	10	3	NA	NA	NA	NA
257 West Verdugo	NA	NA	16	5	NA	NA
241 West Verdugo	14	3	NA	NA	NA	NA
220 West Tujunga	7	3	NA	NA	15	7

There is a plethora of issues that must be addressed if the Agency opts for a standard that links maximum occupancy to a unit's square footage (UHC) rather than to one based upon persons per bedroom (housing quality standards or HQS).

- *Site Constraints.* Many of the projects the Agency assists the BHC to acquire have limited on-site parking, often one space per unit. Increasing the number of occupants creates greater demands for parking that will spill off-site.

- *Property Maintenance.* The quintessential issue is to ensure Agency assisted properties are maintained appropriately. In doing so, the Agency specifically avoided a standard that allows for an excessive number of occupants, one that far exceeds the normal wear and tear on residential units and resultantly escalates maintenance costs.

- *Service Costs.* Fire Department staff's perception is that increasing the number of occupants adds to the calls for service for safety services; "Responses or call volume is directly linked to population numbers." As density increases, there typically is a corresponding increase in the volume of calls for service. Fire Department staff observed that,

> There are more incidents of fires and medical emergencies among [residents] in overcrowded multiple dwellings. Occupancy units designed to accommodate a family unit, for instance, of 2-6 people become overtaxed when that usage swells to twice that number. Kitchens designed to accommodate cooking requirements for 2-6 people will have increased risks do to the added usage.

- *Occupancy Determination/Monitoring.* The contorted calculation used to determine occupancy under the UHC would make the initial determination and subsequent monitoring of units more difficult than the current standard. The

UHC standard will also create differing occupancy limits subject to unit configuration that can result in a number of anomalies as illustrated below.

- A household may find in that it meets occupancy standard in one unit and not in another unit with the same number of bedrooms due to the differing square footage.
- A household could occupy a unit with more square footage but with less bedrooms but not qualify for another unit with more bedrooms but with less square footage.
- Two households of identical size can apply for two units with comparable number of bedrooms, one household meeting the occupancy limit and the other household not meeting the occupancy limit again due to the square footage of the units.

- *Public Perception.* Overcrowding and substandard housing are interrelated terms often associated with poorly maintained projects. The Agency should balance the need to house larger households with public confidence that Agency assisted projects improve, not erode, housing conditions. This point was emphasized recently when Agency staff frequently had to assure residents surrounding the Peyton-Grismer neighborhood that the proposed acquisition/rehabilitation project at 1801-1819 Grismer Avenue would improve housing conditions and reduce overcrowding.

RECOMMENDATION

Staff recommends the Agency retain the current occupancy standard of two persons per bedroom plus one additional household member.

Occupancy standard.doc

2003

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E469071

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AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91519-6459
Attention: Housing Director

26060290

Batch Number: 15657746

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIRD AMENDMENT TO REGULATORY AGREEMENT
(Phase 1 - 2025 Master Loan Amendment)

THIS THIRD AMENDMENT TO REGULATORY AGREEMENT is entered into as of ~~January~~ September 22, 2025 among the Housing Authority of the City of Burbank , a public body, corporate and politic (the "Authority") , the City of Burbank, a municipal corporation and charter city ("City"), and Burbank Housing Corporation, a California nonprofit public benefit corporation (the "Developer or BHC").

Subject Properties

listed in Attachment No. 1 with prior recorded instrument numbers and/or legal descriptions (collectively "Subject Properties")

R E C I T A L S

The following recitals are a substantive part of this Agreement:

A. In 1997, the former Redevelopment Agency of the City of Burbank (the "Agency") established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve the existing housing inventory in the City of Burbank, California that is affordable to low-income and moderate-income persons and to provide community assistance and property management services at affordable housing projects within the City of Burbank.

B. The City receives funds from the HOME Investment Partnership Act of the united States, 42 U.S.C. Sec. 12701, et seq, ("HOME funds"), for the purpose of the production and operation of housing affordable to lower and very low income families. The City also receives Community Development Block Grant ("CDBG") funds authorized under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. Sec. 5301 et seq.

C. Pursuant to Section 33334.2 of the California Health and Safety Code Section 33000, et seq., (the "Community Redevelopment Law") the Agency was required to expend a certain percentage of property taxes allocated to it for the purposes of increasing, improving and preserving the City's supply of low-and moderate-income housing available at an affordable housing cost. Pursuant thereto, the Agency established a Low and Moderate Income Housing Fund, which is now known as the Low and Moderate Income Housing Asset Fund (the "Housing Fund").

D. Effective February 1, 2012, redevelopment agencies were dissolved in the State of California; the law authorized local housing authorities to accept the former redevelopment agencies assets and housing functions previously performed by the redevelopment agency. On January 31, 2012, the Authority accepted the Agency's housing duties and assets, including the Housing Fund.

E. BHC, the City, and the Agency/Authority have to date worked together to provide and preserve 322 units for low-to-moderate income households at the Subject Properties. In conjunction with some of the neighborhood projects, activity centers have been built which directly benefit the occupants, and for example, provide after school childcare, homework assistance; community service opportunities, including volunteer opportunities and neighborhood involvement, among other vital services to the low and moderate occupants. BHC manages those centers as its owner.

F. To further this partnership, the City, Agency and BHC entered into a consolidated loan agreement approved by the City and Agency on March 21, 2006 and executed on January 2, 2007, and as amended on November 20, 2008 (the "Loan Agreement"), which modified agreements and combined the loans made by the City and Agency for the Subject Properties into one loan agreement to assure that all of the terms remained consistent and to treat all of the individual properties as one large project. The Loan Agreement combined Agency (now Authority) loans ("Authority Loan") and City HOME and CDBG loans ("City Loan"). The Loan Agreement included, among other things, cross-collaterization and cross-default clauses as further security for the Authority Loan and the City Loan. The loan is secured by a single Deed-of-Trust recorded on the Subject Properties.

G. The parties further modified restated, and replaced in its entirety, the Loan Agreement by entering into the Amended and Restated Master Loan Agreement (Phase 1- January 2025) (the "A&R MLA") to modify and restate the terms of the loan (the "Loan") to specifically 1) make forgivable each portion of the City Loan as of the initial term of the original note evidencing that portion of the City Loan except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 2) make the annual Authority Loan payment forgivable after the completion of each year of the affordability covenant commencing April 1, 2025 except for the principal associated with certain of the Subject Properties as identified in the A&R MLA; 3) define "affordability covenant period" to be 55 years and 3 months for the Authority Loan and City Loan commencing January 1, 2025 and ending April 1, 2080 ("Affordability Period"); 4) eliminate the concept of "residual receipts payments" which had resulted in Loan payments only when certain conditions existed; 5) eliminate interest on Authority

Loan, including existing outstanding and new interest payments for the Authority Loan, to make consistent with City Loan; 6) continue the requirement that two BHC board of director members be comprised of individuals appointed by the City/Authority; and 7) continue certain limitations that currently and must always exist in BHC's Articles of Incorporation and By-laws to restrict any business and mission of BHC to the geographic area of the City of Burbank; this restriction includes but is not limited to use of any City/Authority funds only for projects located in the City of Burbank (which precludes investing in any non-City of Burbank projects).

H. The Subject Properties include Twenty Four (24) projects, which in turn oftentimes involved multiple parcels. Each individual parcel is subject to a regulatory agreement, separate for City or Authority, which restricts certain units to be affordable for a specific time period and is recorded in the official records of the Los Angeles County Recorder's Office (the "Original Regulatory Agreement"). The Original Regulatory was modified after adoption and amendment of the Loan Agreement in 2006-7 to reflect changes by the Loan Agreement as amended and in 2010 to reflect a modification requested by Developer (collectively "Regulatory Agreement"). Those legal descriptions or instrument numbers for the recorded documents of the Original Regulatory Agreement and the two amendments thereto are set forth in Attachment No 1.

I. The Regulatory Agreement is now further being amended by the Third Amendment in conjunction with the terms set forth in the A&R MLA, specifically the extension of affordability covenants to April 1, 2080.

J. As part of the Keeler Homeownership Development June 16, 2009, Project No. 10 has been removed from the Master Loan process and treated individually. However, the documents that went before Council in January, 2025 inadvertently included Property No. 10, Administratively, the City Attorney through Resolution No. 25-29,585 and the Assistant Executive Director (authority to issue estoppels and interpretations of the Regulatory Agreement) have opined that this property should be deleted from the final agreement and all of the exhibits, for the debt had been released from the MLA in 2009 (Council Resolution No. 27,924 and Redevelopment Agency Resolution R-2215). Therefore, Project No. 10 is hereby intentionally deleted from this global amendment.

K. Intentionally excluded from this global amendment is the property referenced in the A&R MLA as Project No. 8, specifically 2321 North Fairview Street and 2321-2323 North Catalina Street. The regulatory agreement for Project No. 8 required, among other things, specific affordability requirements together with operation of an activity center to serve the neighborhood. Though the A&R MLA, Project No. 8 is divided into two separate projects - the project located at 2321-2323 North Catalina Street ("Project No. 8A") and the project located at 2321 North Fairview Street ("Project No. 8B"), with separate amended regulatory agreements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment: This Third Amendment modifies each individual regulatory agreement for each property identified in Attachment No. 1 as Subject Properties as follows.

    a. Extension of Affordability Covenants. This Third Amendment extends the affordability covenant period as to Subject Properties for fifty-five years and three months commencing upon January 1, 2025 to April 1, 2080.

    b. Conforming to A&R MLA. This Third Amendment amends the Regulatory Agreement for each property identified in Attachment 1 to conform it to any conflicting term in the A&R MLA, and any term in a future amendment to A&R MLA.

2. No Other Changes. Except as amended pursuant this Third Amendment, all terms of the Regulatory Agreement remain the same and the Regulatory Agreement remains in full force and effect.

3. Interpretation and Estoppel Certificates. While it is not the intent to modify any other term, should any interpretation question result due to this modification, the Assistant Executive Director and the City Attorney shall provide an interpretation. The interpretation may, if requested by BHC, be provided to Council by memo, and Council may, if it desires to do so as a body, call up the matter for discussion and further interpretation. The Assistant Executive Director is authorized to execute an estoppel certificate stating that BHC is in full compliance with the Regulatory Agreement as amended by this Third Amendment, and that the Regulatory Agreement with this Third Amendment is a true and complete copy, and if applicable, to memorialize an interpretation authorized herein.

4. Monitoring. As to a matter between the Authority and City, Authority agrees to monitor the Regulatory, as amended by this Third Amendment as to Authority affordability covenants and also monitor City affordability covenants, at Authority's cost.

5. Performance secured by Deed of Trust. Performance of the obligations hereunder are secured by a Deed of Trust recorded on Subject Properties by Instrument No. 06-2369323, and as amended and restated by Instrument No. 20250809610, recorded on November 17, 2025.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. The Regulatory Agreement as amended by this Third Amendment shall run with the land, and all of the terms, covenants and conditions of the Regulatory Agreement as amended by this Third Amendment shall be binding upon BHC and the permitted successors and assigns of BHC.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Regulatory Agreement as of the date and year set forth above.

"Authority"

HOUSING AUTHORITY OF THE CITY OF BURBANK, a public body, corporate and politic

By:_____
Justin Hess, Executive Director

Attest:

_____
~~CMC~~, ~~Secretary~~ Clerk

"CITY"

CITY OF BURBANK, a municipal corporation and charter city

By:_____
Justin Hess, City Manager

Attest:

_____
_____, ~~CMC~~, City Clerk

Approved as to Form and Legal Content
Joseph H. McDougall City Attorney/Authority General Counsel

_____
By:

"BORROWER"

BURBANK HOUSING COPORATION,
a California nonprofit public benefit corporation

By: Chris T. Welker
Name: Chris T. Welker
Its: President

ATTACHMENT NO. 1

"SUBJECT PROPERTIES" are:

TO BE INSERTED

LEGAL DECRIPTIONS -EXHIBIT A- Regulatory Agreement

Property #1 **2331-2333 North Fairview, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2464-005-073

LOT 190 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #2 **3000-3006 Thornton Avenue, Burbank,CA**
(recorded in Instrument No. 06-2369323)
APN 2464-005-036

LOT 194 AND A PORTION OF LOT 195, OF TRACT NO. 9443, IN THE CITY OF BURBANK,COUNTY Of LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144 ,PAGE 5 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDEROF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 194 AND THE EASTERLY 44.00 FEET OF LOT 195 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT.

SAID LAND IS ALSO SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED SEPTEMBER 5, 2003 AS INSTRUMENT NO. 03-2591270, OFFICIAL RECORDS.

Property #3 **West Elmwood Avenue (199 W. Elmwood Ave., together with 153,158-159,164-165, 170-171, 188, 194 W. Elmwood, Burbank, CA)**
(recorded in Instrument No. 06-23269323)
APNs 2451-001-021; 2451-001-052; 2451-001-053; 2451-001-054; 2451-001-055; 2451-001-056; 2451-001-057; 2451-001-058

PARCEL 1:

LOTS 6, 12 AND 13 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 7 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 8, 9, 10 AND 11 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 16 AND 17 OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF ELMWOOD AVENUE, 60.00 FEET WIDE AND VARIABLE WIDTH, AS SHOWN ON MAP OF TRACT NO. 14564, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGE(S) 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID TRACT; THENCE NORTH 41° 15' 55" EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE 19.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 35" AN ARC LENGTH OF 18.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF

40.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 71° 20' 10" AN ARC LENGTH OF 49.80 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY OF ELMWOOD AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS 07° 19' 31" EAST; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RESERVE CURVE CONCAVE A CENTRAL ANGLE OF 97 ° 10' 51" AN ARC LENGTH OF 67.85 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID ELMWOOD AVENUE, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 51' 20" WEST. SAID VACATION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK UNDER RESOLUTION NO. 24,635, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 19, 1997 AS INSTRUMENT NO. 97-2572457 OF OFFICIAL RECORDS.

PARCEL 6:

LOT 1 IN TRACT NO. 14564, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 420, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #4 **1721 Elliot Drive, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2468-013-022

LOTS 8 AND 10 OF TRACT NO. 7683, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 80, PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #5 **3030 Thornton Avenue, Burbank, CA**
(recorded in Instrument No. 2369323)
APN 2464-005-037

THE EAST 44 FEET OF LOT 195 OF TRACT 9443, IN THE CITY

OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5 AND 6, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #6 **1819 Grismer,**
(Formerly known as 1801-1815 Grismer, Burbank, CA
1819 Grismer Burbank, CA
and 1729-1735 Elliot, Burbank, CA)
(recorded in Instrument No. 20120419278)
APN 2468-013907

Weisswasser Property

Those portions of Lots 18, 19, and 20 of Tract 3097 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 32, Page 12 of Maps, records of said county and more particularly described as follows:

Lots 18 and 19 except the following described portions:

Beginning at the southeast corner of Lot 18 then along the south line of said Lot, N 89° 31' 40" W 367.00 feet; then N 0° 28' 60" W, parallel with the west line of said tract, 41.50 feet; then S 89° 31' 40" E 185.00 feet; than N 0° 28' 50" W 68.50 feet to the south line of Lot 19; then continuing N 0° 28' 50" W 14.50 feet; then S 89° 31' 40" E, parallel with the south line of Lot 19, 163.82 feet to the west line of Grismer Avenue, 60.00 feet wide; then along said west line in a curve concave to the west, having a radius of 1631.52 feet, 116.29 feet to the Point of Beginning.

Lot 20 except the following described portions:

The westerly 100 feet;

Beginning at the northeast corner of Lot 20, then S 14° 27' 30" E along the westerly line of Grismer Avenue, 60.00 feet wide, 51.74 feet; then N 89° 31' 40" W 162.50 feet; then N 0° 28' 50" W, parallel with the west line of said Tract, 50.00 feet to the northerly line of Lot 20; then S 89° 31' 40" E along said northerly line 150 .00 feet to the Point of Beginning.

Reinoso Property

Parcel 1:

Lot(s) 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 Page(s) 21, of Maps, in the office of the County Recorder of said County.

Parcel 2:

That portion of Lot(s) 20 of Tract No, 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point In the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot a distance of 50 feet to a point; thence north and parallel with the west line of said Lot 20 to a point in the north line of said Lot: thence West along the north line of said Lot; a distance of 50 feet to a point thence South in a direct line to the Point of Beginning.

Parcel 3:

That portion of Lot(s) 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32 Page(s) 12, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said lot to a point in the north line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20 to the Point of Beginning, the southwest corner.

Parcel 4:

Lot(s) 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80 page(s) 21, of Maps, in the office of the County Recorder of said County.

Exhibit A

All that certain real property situated in the City of Burbank, County of Los Angeles, State of California, and is described as follows:

Parcel 1:

A portion of Lot 20 of Tract 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County.

Beginning at the northeast corner of said Lot 20; thence South 14° 27' 30" East, along the easterly line, 51.74 feet; thence North 89° 31' 40" West 162.50 feet; thence North 00° 28' 50" West 50 feet to the north line of said Lot 20; thence South 89° 31' 40" East along said northerly line, 150 feet to the Point of Beginning.

Parcel 2:

That portion of Lots 19 and 20, of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Pages 12 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point of intersection of the southerly line of the Northerly 50.00 feet of said Lot 20 with the Westerly line of Grismer Avenue, 60.00 feet wide; thence Westerly along said Southerly line North 89° 31' 40" West 162.50 feet; thence South 0° 28' 20" West 116.07 feet to a point in the northerly line of the southerly 33.93 feet of said Lot 19; thence easterly along said northerly line, South 89° 31' 40" East 192.27 feet, more or less, to a point in said westerly line of Grismer Avenue, said line being a curve concave to the West having a radius of 1,631.52 feet, a radial to said point bears North 77° 41' 19" East; thence northerly along the arc of said curve 61.14 feet; thence on a tangent line North 14° 27' 30" West 58. 70 feet, more or less to the Point of Beginning.

Parcel 3:

That portion of Lots 19 and 20 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the northerly line of said Lot 20, distant along said northerly line North 89° 31' 40" West 150 feet from the

northeast corner of said Lot 20; thence South 0° 28' 50" East 50 feet, thence South 0° 28' 20" West 116.07 feet to the northerly line of the southerly 33.93 feet of said Lot 19; thence along said last mentioned northerly line South 89° 31' 40" East 192.27 feet, more or less, to a point in the westerly line of Grismer Avenue, 60 feet wide, being a curve concave westerly having a radius of 1,631.52 feet, a radial line of said curve to said point bears North 77° 41' 19" East; thence southerly along said curve an arc distance of 11.57 feet; thence along the northerly line of the southerly 22.62 feet to said Lot 19, North 89° 31' 40" West 360.92 feet to the easterly line of the westerly 106.75 feet of said Lot 19; thence along said easterly line North 0° 28' 50' West 77.38 feet to the southerly line of said Lot 20; thence along said southerly line North 89° 31' 40" West 6.75 feet to the easterly line of the westerly 100 feet of said Lot 20; thence along said last mentioned easterly line North 0° 28' 50" West 100 feet, to the northerly line of said Lot 20; thence along said last mentioned northerly line South 89° 31' 40" East 175 feet to the Point of Beginning.

Parcel 4:

The westerly 106.75 feet of Lots 18 and 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, together with the northerly 11.31 feet of the southerly 22.62 feet of that portion of said Lot 19 lying easterly of the easterly line of said westerly 106.75 feet of Lot 19.

Parcel 5:

The easterly 230.92 feet of the westerly 337.67 feet of Lot 18 and the southerly 11.31 feet of that portion of Lot 19 of Tract No. 3097, in the City of Burbank, in the County of Los Angeles, State of California, as per map recorded in Book 32 Page 12 of Maps, in the office of the County Recorder of said County, lying easterly of the easterly line of the westerly 106.75 feet of said lot 19.

Parcel 6:

Lot 6 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21 of Maps, in the office of the County Recorder of said County.

Parcel 7:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the south line of said Lot 20, distant thereon East 50 feet from the southwest corner of said Lot 20; thence East along the south line of said Lot, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot 20 to a point in the north line of said Lot; thence West along the north line of said Lot, a distance of 50 feet to a point; thence South in a direct line to the Point of Beginning.

Parcel 8:

That portion of Lot 20 of Tract No. 3097, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 32, Page 12 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 20; thence East along the south line of said Lot 20, a distance of 50 feet to a point; thence North and parallel with the west line of said Lot, to a point in the North line of said Lot 20; thence West to the northwest corner of said Lot 20; thence South along the west line of said Lot 20, to the Point of Beginning, the Southwest corner.

Parcel 9:

Lot 4 of Tract No. 7683, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 80, Page 21, of Maps, in the office of the County Recorder of said County.

Property #7 **2325 and 2335 Fairview Street, Burbank, CA**
(recorded in Instrument No. 04-0057445)
APN 2464-005-031; 2464-005-033

The property located at 2325 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 189 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That real property located at 2335 North Fairview Street, in the State of California, County of Los Angeles, City of Burbank, and described as follows:

LOT 191 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGE(S) 5-6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #8A **Intentionally Deleted**

Property #8B **Intentionally Deleted**

Property #9 **220 W. Tujunga Avenue, Burbank, CA; 237, 241-243 and 257 W. Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323).
APN 2451-018-022
APN 2451-018-009; 2451-018-082; 2451-019-001

220 West Tujunga Avenue

LOT 22 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

237 West Verdugo Avenue

LOT 9 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE(S) 23 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

241-243 West Verdugo Avenue

LOT 10 OF TRACT NO. 5101, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

257 West Verdugo Avenue

LOT 1 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #10 **1902 Keeler Street Burbank, CA.**
Intentionally Deleted. This property was removed and released from the MLA in 2009, after Council approved the Keeler Elliott Homeownership project, and refinanced this note.

Property #11 **313 and 427 W. Valencia Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN. 2451-032-902; 2451-031-901

313 West Valencia Avenue

LOT 14 OF TRACT NO. 8153, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 115, PAGE(S) 77 AND 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

427 West Valencia Avenue

LOT 10 OF TRACT NO. 5370, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 121 PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

Property #12 **157 West Linden Avenue, Burbank, CA and 160 West Elm Court &159 West Linden Avenue, Burbank, CA**
(recorded in Instrument No. 06-2369323)
APN 5625-002-017; 5625-002-018

157 West Linden Avenue

THAT PORTION OF LOT 35 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 35, THENCE NORTH 48° 45' 09" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 80° 41' 16" EAST 25.30 FEET; THENCE FROM A TANGENT BEARING SOUTH 60° 43' 55" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1460 FEET THROUGH AN ANGLE OF 8° 32' 55" AN ARC DISTANCE OF 217.84 FEET, THENCE SOUTH 25° 31' 40" EAST 15.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 35, DISTANT THEREON 36.54 FEET NORTHEASTERLY FROM SAID MOST SOUTHERLY CORNER, THENCE SOUTHWESTERLY 36.54 FEET TO SAID MOST SOUTHERLY CORNER TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, GASES AND OTHER HYDROCARBONS BY WHATEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT HOWEVER THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OF SAID LAND THEREFORE.

<u>160 West Elm Court &159 West Linden Avenue</u>

LOT 36 OF TRACT NO. 6811, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREOF.

Property #13 **261 West Verdugo Avenue, Burbank, CA**
(recorded in Instrument No. 2007-0194388)
APN 2451-019-003

The real property in the City of Burbank, County of Los Angeles, State of California, described as

Lot 3 of Tract No. 5695 as per Map recorded in Book 61, Page 92 of

Maps, in the Office of the County Recorder of Los Angeles County, California

Property #14 **2219 and 2329 North Niagara St., Burbank, CA**
(recorded in Instrument No. 20220114597 and 20070194389)
APN 2464-006-007; 2464-005-008

2219 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 130 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

2329 NORTH NIAGARA, BURBANK, CALIFORNIA

Lot 146 of Tract No. 9443, in the City of Burbank, as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #15 & 17 **2406 North Naomi Street, Burbank, CA;**
2615 Thornton Avenue, Burbank, CA
(legal recorded in Grant Deed Instrument#20091549683)
APN 2466-015-070

2406 North Naomi

LOT 72 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHWESTERLY ONE-HALF THEREROF.

2615 Thornton Avenue

LOT 73 OF TRACT NO. 4615 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13-14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Excepting Therefrom that portion of said Lot 73 described as follows;

Beginning at a point on the Westerly line of said Lot 73 distant North 0° 08° West 14.95 feet to the Southwesterly corner of said Lot 73; thence along the Southerly line of said Lot 73 South 89° 42° East 14.95 feet to a point of cusp; thence Westerly and Northerly along a curve concave Northeasterly having a radius of 15.00 feet, a distance of 23.51 feet to a point of beginning, as described in a deed to the City of Burbank, recorded July 29, 1976 as Instrument No. 76-4275 of Official Records.

Property #16 **275 W. Verdugo, Burbank, CA**
(recorded in Instrument No. 2009-0050394)
APN 2451-019-053

PARCEL 1:

THAT PORTION OF LOT THREE (3) IN BLOCK EIGHTY-SEVEN (87) OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 15 ET SEQ., AND IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VERDUGO AVENUE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF CRESCENT STREET, AS SHOWN ON THE MAP OF THE FAXON TRACT, RECORDED IN BOOK 14, PAGE 40 OF MAPS; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 218 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF VERDUGO AVENUE 210 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES 218 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHEASTERLY 30 FEET THEREOF INCLUDED IN VERDUGO AVENUE.

PARCEL 2:

LOT 4 OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE(S) 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE SOUTHEASTERLY ONE HALF OF THAT PORTION OF THE 15 FOOT ALLEY SHOWN ON THE MAP OF TRACT NO. 5695, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 4 OF SAID TRACT, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED JULY 17, 1984 AS INSTRUMENT NO. 84-352644, OFFICIAL RECORDS.

EXCEPT FROM PARCELS 1, 2 AND 3 (TO THE EXTENT NOW OR HEREAFTER VALIDITY EXCEPTED AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD) ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAT 500 FEET BELOW THE SURFACE TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID SITE LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID SITE OR ANY PORTION OF SAID SITE WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AND OTHER DOCUMENTS OF RECORD.

Property #18 **225 W. Linden Avenue, Burbank, CA**
(recorded in Grant Deed Instrument No.20101203467)
APN 5625-013-013

The real property in the City of BURBANK, County of Los Angeles, State of California, described as:

THE SOUTHWEST 50 FEET OF LOT 15 OF TRACT NO. 8190, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 87 PAGES 79 THROUGH 81 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #19 **2234 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No. 20101872778)
APN 2464-007-024

LOT 79 OF TRACT NO. 9443 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Property #20 **2223 N. Catalina Street, Burbank, CA**
(legal recorded in Instrument No.20110729681)
(Formerly known as 2223-2235 N. Catalina Street)
APN# 2464-007-061

Lots 87, 88, 89 and 90 of Tract No. 9443, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of said County.

Property #21 **2300 Niagara St, Burbank, CA**
(recorded in Grant Deed Instrument No. 20121665457)
APN 2464-008-047

Lot 118 of Tract No. 9443 as per Map recorded in Book 144, Pages 5 and 6 of Maps, in the Office of the County Recorder of Los Angeles County, California

Property #22 **1108 W. Angeleno Avenue , Burbank, CA and 1101 W. Verdugo Avenue, Burbank, CA**
(legal recorded in Instrument No. 20131233234)

1108 W. Angeleno Avenue: APN 2446-029-026

Lot 27 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

1101 W. Verdugo Avenue: APN 2446-029-027

Lot 43 of Tract No. 3910, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 42 page 89 of maps, in the office of the County recorder of said County.

Property #23 (no new legal- part of Property #3)

Property #24 **1932 N. Ontario, Burbank, CA**
(recorded in Grant Deed by Instrument No. 20180335891)
APN 2463-011-012

Lot 12 of Tract No. 15399, in the City of Burbank, County of Los Angeles, State of California, as per map recorded In Book 410, Pages 35 and 36 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Easterly 20 feet, measured at right angles from the Easterly line thereof.

Property# 25 **2300 N. Fairview, Burbank, CA**
(legal recorded in Instrument No. 20181152020)
APN 2464-005-024

LOT 162 OF TRACT NO. 9443, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 144, PAGES 5 AND 6, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 22, 2025 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Chris T. Welker,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 24, 2025 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Justin Hess,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COMMITMENT LETTER TO ROLL-OVER AN EXISTING CITY LOAN OF $1,215,384.73 AND APPROVING A COMMITMENT LETTER TO CONDITIONALLY RESERVE HOME FUNDS FOR A NEW LOAN OF $2,592,389 TO THE BURBANK HOUSING CORPORATION FOR THE VILLAGE AT FAIRVIEW PROJECT.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. In 1997, the former Redevelopment Agency of the City of Burbank ("Agency"), the predecessor-in-interest to the Housing Authority of the City of Burbank (“Authority”), established a nonprofit corporation, the Burbank Housing Corporation (“BHC”), to improve and preserve the existing housing inventory in the City of Burbank ("City") that is affordable to low and moderate income persons and to provide community assistance and property management services at affordable housing projects within the City.

B. As of March 2006, the City and former Agency had loaned BHC funds for eleven income restricted affordable housing properties with each property having a separate loan agreement and related loan documents. On March 21, 2006, BHC, the Agency and the City entered into a consolidated loan agreement to consolidate these loans ("Master Loan Agreement").

C. The City and the Agency (Authority) continued to make loans to BHC for additional affordable housing projects and as each loan was made it was added to the Master Loan Agreement.

D. On January 14, 2025, BHC, the City and the Authority entered into an Amended and Restated Master Loan Agreement (the "A&R MLA") which made financial revisions to the Master Loan Agreement covering loans made to 25 properties at that time, consolidated the notes for all the City loans covered by the A&R MLA (the "City MLA Note"), consolidated the notes for all the Authority loans covered by the A&R MLA, amended the master deed of trust for the loans covered by the A&R MLA (the "MLA Deed of Trust"), and amended the regulatory agreements for the properties covered by the A&R MLA.

E. BHC owns properties located at 2321, 2325-2327, 2331-2333, and 2335 N. Fairview Street (the "Properties"). The Properties are covered by the terms of the A&R MLA. The City current loan on the Properties has a principal balance of $1,215,384.73 (the "City MLA Loan").

F. BHC intends to demolish existing improvements on the Properties and construct and operate a new 60-unit multifamily rental housing development for affordable low- and very-low-income households on the Properties (the "Project"). BHC intends to apply for low-income housing tax credits to assist in the construction and operation of the Project.

G. To enhance BHC's ability to secure additional financing for the Project, BHC and the City desire to make revisions to the A&R MLA and related documents

H. Contingent upon the Project's receipt of a reservation of low-income housing tax credits and other terms and conditions, the City desires to remove the City MLA Loan from the A&R MLA and the City MLA Note, release and reconvey the City MLA Deed of Trust as it relates to the Properties, and terminate all agreements related to the Properties, including recorded regulatory agreements, to which the City is a party (collectively, the "MLA Fairview Amendments").

I. Contingent upon the Project's receipt of a reservation of low-income housing tax credits and other terms and conditions, the City further desires to roll-over and recast the existing City MLA Loan (the "Recast City Loan") concurrently with the MLA Fairview Amendments and enter into a new loan agreement and promissory note with BHC, or its designee, for the existing City MLA Loan, accept and record a new deed of trust on the Properties to secure the note, and record a new regulatory agreement on the Properties to reflect new unit counts and affordability restrictions, subject to applicable Article XXXIV limitations (collectively, the "Recast City Loan Documents").

J. To effectuate the MLA Fairview Amendments and the recast of the City MLA Loan, the City desires to approve a commitment letter, together with the Authority (the "Commitment Letter"), which shall provide the terms and conditions of the MLA Fairview Amendments and Recast City Loan Documents.

K. Contingent upon the Project's receipt of a reservation of low-income housing tax credits and other terms and conditions, the City further desires to make a new loan to BHC, or its designee, up to a total of $2,592,389 (the "New City Loan") from HOME Funds. The City desires to enter into loan documents with BHC, or its designee, evidencing and securing the New City Loan (the "New City Loan Documents").

L. To effectuate the New City Loan, the City desires to approve a conditional reservation letter (the "City Conditional Reservation Letter") which shall provide the terms and conditions of the New City Loan.

M. The City has duly considered all terms and conditions of the proposed Commitment Letter and the City Conditional Reservation Letter, and the City believes that the MLA Fairview Amendments, the Recast City Loan and the New City Loan, and entering into the respective documents for the MLA Fairview Amendments, the Recast City Loan and the New City Loan, subject to the terms and conditions of the

Commitment Letter and the City Conditional Reservation Letter, are in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

N. An Environmental Assessment (EA) was prepared to evaluate the potential environmental impacts associated with the Project. Based on the analysis contained in the EA, it was determined that the Project will not result in significant adverse impacts on quality of the human environment and a Finding of No Significant Impact (FONSI) was issued for the Project.

O. The Project has been determined to be exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15332 (In-Fill Development Project) of the State CEQA Guidelines. A CEQA Class 32: In-Fill Development Project Categorical Exemption Report was prepared for the Project.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Commitment Letter, in the form attached to the Staff Report dated May 19, 2026, is approved.

2. The City Conditional Reservation Letter, in the form attached to the Staff Report dated May 19, 2026, is approved.

3. The City Manager or their designee, on behalf of the City, is authorized to execute the Commitment Letter and the City Conditional Reservation Letter. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

4. The Commitment Letter and City Conditional Reservation Letter shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this _____ day of May, 2026

_____
Tamala Takahashi
Mayor

Approved as to Form
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Joseph H. McDougall
City Attorney

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

I, Kimberley Clark, City Clerk of the Council of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on this 5th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

[City of Burbank/Housing Authority Letterhead]

May 19, 2026

Ms. Sylvia Moreno
Executive Director
Burbank Housing Corporation
1810 Grismer Avenue
Burbank, CA 91504

Re: Commitment Letter to Restructure Existing City of Burbank/Housing Authority Fairview Loans; and Extend New Authority Fairview Loan

Dear Ms. Moreno:

This commitment letter ("**Commitment**") is provided by the City of Burbank ("**City**") and the Housing Authority of the City of Burbank, in its capacity as the housing successor to the dissolved Redevelopment Agency of City of Burbank ("**Authority**"), with regard to the New Development (as defined below) related to the following actions: (i) restructuring existing City and Authority loans to Burbank Housing Corporation, a California nonprofit public benefit corporation ("**BHC**"), secured by the Properties (as defined below); and (ii) extending a new Authority loan to the new Borrower (as defined below) secured by the Properties.

As noted below, this Commitment is contingent on the New Development being awarded Low-Income Housing Tax Credits and is subject to the terms and conditions set forth in this Commitment.

Unless otherwise agreed in writing by the City and the Authority, each in its sole discretion, the City's and the Authority's approval of this financing commitment is subject to and contingent upon the terms and conditions set forth in this Commitment. In addition, the City and the Authority each reserve the right, in the exercise of its sole discretion, to modify any of the terms, conditions or requirements set forth in this Commitment upon written notice to Borrower only in the event that changes in the financing for the New Development materially affect the City or Authority's loans to the Borrower or the regulatory agreements for the Project as described herein.

The parties intend that the City and the Authority shall only be obligated to restructure the existing City and Authority loans to Burbank Housing Corporation and the Authority shall only be obligated to fund the subject loan when: (i) all of the matters set forth in this Commitment have been satisfied, completed or waived, (ii) Borrower has satisfied all of the industry customary lender conditions to closing set forth in the City's and the Authority's loan documents, and (iii) Borrower has executed and delivered, in recordable form, the City's and the Authority's loan documents in a form acceptable to the City and the Authority.

I. BACKGROUND

"**Properties**" shall mean the following properties:

- **2321 N. Fairview** which has an outstanding Authority loan principal amount of $1,174,984.20.

- **2325-2335 N. Fairview** which has an outstanding Authority loan principal amount of $377,165.76 and an outstanding City HOME loan principal amount of $1,080,000.00.

- **2331-2333 N. Fairview** which has an outstanding Authority loan principal amount of $111,890.04 and an outstanding City HOME loan of principal amount of $135,384.73.

BHC plans to develop a sixty (60) unit affordable housing apartment complex on the Properties ("**New Development**") to increase the number of affordable units available on the Properties. BHC intends to submit a joint application to the California Debt Limit Allocation Committee ("**CDLAC**") and the California Tax Credit Allocation Committee ("**TCAC**") for an allocation of tax-exempt bonds and a reservation of low-income housing tax credits for the New Development.

The Properties are currently part of a larger property portfolio located within the City that secures a master loan ("**Master Loan**") from the City and the Authority to BHC, most recently documented in that certain Amended and Restated Master Loan Agreement dated January 14, 2025, by and among City, Authority, and BHC ("**A&R MLA**"). The Master Loan is comprised of a City loan in the original principal amount of $7,047,124.73, as evidenced by that certain City Promissory Note dated January 14, 2025 signed by BHC and payable to the City, and an Authority loan in the original principal amount of $43,822,258.70, as evidenced by that certain Authority Promissory Note dated January 14, 2025 signed by BHC and payable to the Authority (collectively, the "**A&R MLA Promissory Notes**"). The Master Loan is secured by a single deed of trust recorded on all the properties in the BHC portfolio dated as of September 22, 2025, and recorded in the Official Records of Los Angeles County on November 17, 2025 as Document No. 20250809610 (the "**A&R MLA Deed of Trust**").

The borrower of the restructured City and Authority loans and the new Authority loan will be **The Village at Fairview, LP**, a California limited partnership ("**Borrower**"), whose managing general partner is BHC Fairview MGP, LLC, a California limited liability company, whose sole member is BHC, and whose administrative general partner is HH Fairview AGP, LLC, a California limited liability company, whose sole member is Homes & Hope, LLC, a California limited liability company.

II. RESTRUCTURING EXISTING CITY AND AUTHORITY LOANS

II.A Loan Rollover Amount

Subject to the terms and conditions of this Commitment, City agrees to consolidate the promissory notes for its existing HOME loans on the Properties into one promissory note in the total principal amount of $1,215,384.73. Subject to the terms and conditions of this Commitment, Authority agrees to consolidate the promissory notes for its existing loans on the Properties into one promissory note in the total principal amount of $1,664,040. The total amount of the City and Authority rollover loans secured by the Properties shall be $2,879,424.73.

II.B Modification Documents

Subject to the terms and conditions of this Commitment, City and Authority each agree first to enter into the following modification documents:

- Amendment of the A&R MLA to remove the Properties from the A&R MLA
- Amendment of the A&R MLA Promissory Notes to remove the Properties principal loan amounts of $1,664,040 (Authority) and $1,215,384.73 (City)
- Reconveyance of the A&R MLA Deed of Trust from the Properties
- Termination of Affordable Housing Agreements and all other City and Authority agreements related to the Properties
- Release of all City and Authority recorded documents related to the A&R MLA, including regulatory agreements, from the Properties

II.C Recast Loan Terms

Subject to the terms and conditions of this Commitment, City and Authority each agree to then enter into Recast Loan Documents, as defined in Section II.D. of this Commitment, on the following terms:

Borrower:	Borrower shall be The Village at Fairview, LP, a California limited partnership
New Development:	The New Development will consist of Borrower's acquisition of the Properties, consolidation of the four contiguous parcels comprising the Properties, demolition of 16 existing multi-residential units and single-family homes on the Properties, implementation of an approved relocation plan for the existing 16 households, and new construction of 60 units of rental housing, consisting of twenty-three (23) one-bedroom units, twenty-two (22) two-bedroom units, twelve (12) three-bedroom units, and three (3) four-bedroom units. All units, except the manager's unit, must be occupied by and restricted pursuant to TCAC requirements, at affordable rents for at least 55 years. The New Development includes the following affordability mix for TCAC purposes: eleven (11) units will be restricted for extremely

low-income households at 30% AMI, twenty-eight (28) units will be restricted for very low income households at 40% - 50% AMI, and twenty (20) units will be restricted for low-income households at 60% - 80% AMI. Borrower must comply with State Prevailing Wage and Federal Davis-Bacon requirements, as applicable.

Financing Plan: This Commitment is contingent upon Borrower receiving a preliminary reservation of Low-Income Housing Tax Credits from TCAC to finance the New Development approximately as set forth below (these are current projections and are subject to change). Concurrently with its submittal to CDLAC and TCAC, the Borrower must submit to the City and the Authority a copy of its application for Low-Income Housing Tax Credits to CDLAC and TCAC.

This Commitment is based on Borrower's current estimates of total development costs, including relocation and demolition costs. Borrower will be responsible, without cost to the City or the Authority, for any additional sources of funds that may be needed to complete the New Development. Borrower agrees that the new Authority Loan will be reduced to the extent the New Development is eligible for additional funding not needed to pay project costs and to the extent that, upon completion, there are net cost savings or excess funding after payment in full of all project costs (all as to be set forth in more detail in the loan agreement).

Borrower must prepare and submit a project pro forma, including a "sources and uses" project budget, for approval by the City and the Authority as an attachment to the loan agreement(s). Line-item estimates of the uses of funds must be supported by such documentation, including appraisals and construction cost estimates, as may reasonably be required by the City Manager/Authority Executive Director. The final sources and uses of funds for the New Development must be consistent with the approved project budget except as otherwise approved by the City Manager/Executive Director.

Source	Amount
Conventional Permanent Loan	$4,099,000
New City Loan	$2,592,389
New Authority Loan	$5,772,883
Existing City and Authority Debt Rollover	$2,879,425
Regional Housing Trust Fund	$475,000
Senator Portantino's Office	$2,000,000
Deferred Developer Fee	$3,082,336
General Partner – Capital Contribution	$100
Limited Partner – Capital Contribution	$28,911,576
Total	**$49,812,709**

Interest Rate: The outstanding principal balance of each loan shall bear simple interest at three percent (3%) annually.

Loan Term: Each loan will have a term ("**Term**") of 55 years from issuance of certificate of occupancy for the New Development.

Cross-Default: There shall be no cross-default provisions with other loans provided to BHC

	or its affiliates for other projects.
Loan Payment:	Loans to be repaid from a percentage of 50% of annual residual receipts, if any, from the New Development, net sale proceeds, and net refinancing proceeds. The residual receipts percentage shall be equal to the principal amounts of the Authority and City loans divided by the total principal amount of all loans payable from residual receipts. Residual receipts will be defined in the Authority and City promissory notes, which definition shall include as operating expenses industry customary standard property asset management fees, partnership fees, and other fees and expenses, as reasonably approved by the City and the Authority. The terms of the residual receipts obligation will be set forth in the promissory notes.
Second Right of First Refusal/Option to Purchase	City and Authority shall each have a second right of first refusal/option to purchase the New Development upon investor exit if BHC does not exercise its right of first refusal/option to purchase.
Ownership:	Borrower must own a fee interest in the Properties.
Security:	Loans for the New Development will be secured by new deed(s) of trust and other customary loan documents on Borrower's fee interest in the Properties (collectively, the "**Fairview Deed of Trust**"). The Fairview Deed of Trust will be subordinated to senior commercial construction and permanent loan deeds of trust, provided the senior lender(s) agree to provide the City and the Authority each with reasonable notice and cure rights that protect the City's and the Authority's investment in the event of a default by Borrower, pursuant to a form of subordination agreement reasonably acceptable to the City Manager/Authority Executive Director and the City Attorney/Authority Counsel.
Prepayments:	Borrower shall have the right to prepay each loan in full or in part at any time without penalty or fee; provided, however, that the City/Authority regulatory agreement and the Fairview Deed of Trust shall remain in full force and effect for the entire Term.
Insurance:	Borrower shall obtain policies of all-risk insurance with extended coverage, comprehensive general liability insurance, naming the City and Authority as additional insureds, and such other insurance as City and Authority reasonably require, in such amounts, in such form, with such companies, and with additional insureds endorsements, all as are reasonably acceptable to City and Authority.
Loan Documents:	This Commitment does not set forth all of the terms, conditions, and documents that will be required by City and Authority in connection with each respective loan. It is not intended to describe all of the requirements, terms, conditions and documents necessary for the transactions contemplated by this Commitment. A loan agreement(s), including the forms of promissory notes, deed(s) of trust and related documents, will be prepared, and is subject to execution by the Borrower prior to its consideration by the City and the Authority. The final form of the loan agreement(s) approved by Borrower shall be subject to the discretionary approval of the City and the Authority and shall include all provisions and attachments customarily included in City and Authority loan agreements.

Other Documentation:	Borrower shall deliver to City and Authority any further documentation reasonably required by City or Authority.
Nonrecourse Obligation:	Each loan shall be a nonrecourse obligation of Borrower and Borrower and its partners shall not have any personal liability for the loan repayment, subject to customary nonrecourse carve-outs. The loan documents for the New Development shall not provide for any "cross default" amongst, or between, other loans from City or Authority for other projects to Borrower or any of Borrower's affiliates.
Transfers	The loan documents will contain mutually agreeable provisions prohibiting certain direct or indirect transfers of Borrower's interests in the Properties, the New Development and/or the loan documents without the reasonable prior written consent of the City Manager/Authority Executive Director.
No Third Party Beneficiaries:	This Commitment is solely for the benefit of Borrower, City and Authority, and shall not inure to the benefit of, or be relied upon by, any other person or entity.
Waiver of Conditions	Either City or Authority each in its sole discretion may waive or modify certain conditions or requirements of this Commitment, however, no waiver or modification of any such condition or requirement shall be deemed or construed to be a waiver of any other provision of this Commitment. No waiver shall be effective unless included in a writing signed by City or Authority as applicable.
Termination:	Each of City and Authority reserves the right to cancel this Commitment and terminate its obligations hereunder upon any material misrepresentation by Borrower in information and representations supplied by Borrower to City and Authority, or upon a material adverse change in Borrower or the New Development.
Scope of Development	Borrower must prepare and submit a scope of development of the New Development for approval by the City and the Authority. The scope of development must be consistent with the New Development description contained in the Development Review (Project No. 23-0003176) approval issued by the City, in its municipal capacity, on February 9, 2026 and shall include such other detail or requirements as requested by the City or the Authority and agreed to by Borrower, as may be revised (such as for value engineering) and approved by the City and the Authority.
Regulatory Agreements	Borrower must execute a regulatory agreement restricting for at least 55 years the maximum income of tenants and the maximum rents that may be charged to tenants relative to the use of the Low- and Moderate-Income Housing Asset Funds, which will be recorded in senior position against Borrower's interest in the New Properties. This regulatory agreement will require City and Authority approvals of the housing management company and the management plans relating to the management and operation of the New Development and will set forth Borrower's compliance reporting obligations.
Entity Approvals	. Borrower's general contractor, architect, construction lender, permanent lender, tax credit investor, Davis Bacon Wage Compliance consultant, if

	applicable, and other lenders, consultants and service providers, including but not limited to the property manager, will be subject to the reasonable approval of the City Manager/Authority Executive Director. At its option, the City and the Authority will each also have the right to review and approve any and all contracts and agreements with such entities for the New Development.
Title Condition	Borrower will cooperate with the City and the Authority by providing preliminary title reports, market studies, soils reports, surveys, phase I environmental report and additional information and data relating to the Properties, the New Development, the proposed financing or the Borrower, as the City or the Authority may reasonably request.
Schedule of Performance	Borrower must prepare and submit a schedule of performance providing for the timely satisfaction of all conditions precedent to the closing and the timely commencement and completion of construction, for approval by the City and the Authority.
Evidence of Financing	As a condition to closing, Borrower must submit for approval by the City Manager/Authority Executive Director evidence of financing consistent with this Commitment and sufficient to completely finance the development of the New Development.
Hazardous Materials	Borrower must indemnify and hold the City and the Authority harmless for any costs relating to hazardous materials affecting the New Properties. Prior to closing, Borrower must submit to the City and the Authority the Phase 1 Environmental Site Assessment. Borrower will conduct such additional environmental testing as may be necessary to determine that hazardous materials are not present on the Properties, or that any hazardous materials on the Properties may be remediated without adversely affecting the feasibility of the New Development. Borrower must execute an environmental indemnity in favor of the City and the Authority as required by the City and the Authority.
Organization Documents	Borrower must submit for City and Authority approval all applicable corporate and partnership or limited liability formation documents, agreements with the tax credit investor, evidence of good standing, and authorizing resolutions.
Title Insurance	At Borrower's cost, the City and the Authority will each receive an ALTA lender's policy (or policies) of title insurance, showing the City and the Authority deed of trust junior in priority only to deeds of trust to which the City and the Authority have agreed to subordinate their interests, with such endorsements as the City and the Authority may reasonably require.
Events of Default	The City and Authority loan documents will describe events of default which will permit the City and the Authority, after notice and opportunity to cure, each to pursue appropriate remedies, including acceleration of its loans. These events may include, but are not limited to, failure to complete the development of the New Development as required by the loan agreement(s), failure to comply with use restrictions, prohibited transfers of interests in the Borrower or in the New Development without the reasonable prior consent of the City or the Authority, failure to comply with terms and conditions of the loan agreement(s), promissory notes or deeds of trust, and similar occurrences.

II.D Recast Loan Documents

"**Recast Loan Documents**" shall mean:

- New loan agreement(s) with the Borrower for the existing Authority loan principal amount ($1,664,040) and the existing City loan principal amount ($1,215,384.73).

- New promissory notes to be executed by Borrower for the benefit of the Authority ($1,664,040) and the City ($1,215,384.73).

New deed(s) of trust executed by the Borrower for the benefit of the City and Authority, loan documents as referenced herein, and other standard loan documents, securing the recast City and Authority loans. The new deed(s) of trust shall be allowed to be subordinated to senior commercial construction and permanent loan deeds of trust, provided the senior lender(s) agree to provide the City and the Authority each with reasonable notice and cure rights that protect the City's and the Authority's investment in the event of a default by Borrower, pursuant to a form of subordination agreement reasonably acceptable to the City Manager/Authority Executive Director and the City Attorney/Authority Counsel.

- New regulatory agreements as described in Section II.C, above.

III. NEW AUTHORITY LOAN

Subject to the terms and conditions of this Commitment, Authority agrees to make a new loan to Borrower in the original principal loan amount of $5,772,883 ("**New Authority Loan**") for the New Development.

The terms of New Authority Loan shall be the same as the terms listed in Section II.C of this Commitment, except for the following:

Interest Rate:	The outstanding principal balance of this loan shall bear simple interest at three percent (3%) annually from the date(s) of each disbursement.
Audit	Borrower must submit an audited cost certification following completion of construction. For the avoidance of doubt, Borrower may submit a copy of the cost certification which will be sent to TCAC.
Distribution of Loan Funds:	The New Authority Loan funds shall be disbursed on a pro rata basis with the construction lender disbursements. The New Authority Loan will be disbursed to pay or reimburse Borrower for payment of costs in the approved project budget in accordance with disbursement procedures and requirements to be included in the New Authority Loan agreement and other funder's loan agreement(s).
Source of Funds	The Authority reserves the right to fund the New Authority Loan using Low- and Moderate-Income Housing Asset Funds or any other

available funds of the Authority. The Borrower must comply with all applicable requirements relating to the funding source. Separate promissory notes will be used to evidence the repayment obligations relating to each funding source. The loan agreement(s) will set forth all conditions precedent to the disbursement of the New Authority Loan.

The "**New Authority Loan Documents**" shall mean:

- Loan agreement with Borrower for the original principal amount of $5,772,883.
- Promissory note executed by Borrower for the benefit of the Authority ($5,772,883).
- Deed of trust executed by Borrower for the benefit of the Authority which may be the same deed of trust listed in Section II.D of this Commitment.
- Regulatory agreement among City, Authority, and Borrower, which may be the same regulatory agreement as the Recast Loan Documents.
- Other loan documents referenced in this Commitment and other standard loan documents.

IV. COMMITMENT LETTER TERM

This Commitment will expire on December 31, 2027, unless by that date the Borrower has received all necessary funding commitments for the New Development as determined by the City and the Authority, in which case this Commitment will automatically extend until the earlier of (1) the date all construction financing for the New Development has closed; and (2) March 31, 2028. In no event shall this Commitment expire later than March 31, 2028 without the prior written authorization of the City, the Authority, and BHC, each in its sole and absolute discretion.

[Acknowledgement continues on next page]

Please indicate your acceptance by signing the acknowledgement below.

Very truly yours,

By: _____
Justin Hess
City Manager/Authority Executive Director

ACCEPTANCE OF COMMITMENT

This Commitment is approved and accepted as of _____, 2026.

BORROWER:

THE VILLAGE AT FAIRVIEW, LP,
a California limited partnership

By: BHC Fairview MGP, LLC,
a California limited liability company,
its Managing General Partner

By: Burbank Housing Corporation,
a California nonprofit public benefit corporation
its Sole Member

By: _____
Sylvia Moreno, Executive Director

By: HH Fairview MGP, LLC,
a California limited liability company,
its Administrative General Partner

By: Homes & Home, LLC,
a California limited liability company
its Sole Member

By: _____
Alexander Russell, Chief Executive Officer

[ON CITY OF BURBANK LETTERHEAD]

May 19, 2026

Ms. Sylvia Moreno
Executive Director
Burbank Housing Corporation
1810 Grismer Avenue
Burbank, CA 91504

Re: Conditional reservation of HOME funds to the Village at Fairview Affordable Housing Project, Burbank, California

Dear Ms. Moreno:

On May 19, 2026, the City Council of the City of Burbank approved a conditional reservation of $2,592,389 in HOME funds for a sixty (60) unit affordable housing apartment complex ("**Project**") to be constructed at 2321, 2325-2327, 2331-2333 and 2335 North Fairview Street, Burbank, California 91504 (the "**Properties**"):

As noted below, this conditional reservation is contingent on the Project being awarded Low-Income Housing Tax Credits, and is subject to the terms and conditions set forth in this conditional reservation.

Unless otherwise agreed in writing by the City, in its sole discretion, the City's approval of this conditional reservation of HOME funds is subject to and contingent upon the terms and conditions set forth in this conditional reservation. In addition, the City reserves the right, in the exercise of its sole discretion, to modify any of the terms, conditions or requirements set forth in this conditional reservation upon a change in the financing plan for the Project, upon written notice to Borrower.

The parties intend that the City shall only be obligated to fund the HOME loan when: (i) all of the matters set forth in this conditional reservation have been satisfied, completed or waived, (ii) Borrower has satisfied all of industry customary conditions to closing set forth in the City's loan documents, (iii) Borrower has executed and delivered, in recordable form, the City's loan documents in a form acceptable to the City, and (iv) all of the terms and conditions set forth in a commitment letter from the City and the Housing Authority of the City of Burbank with regard to other funding for the Project with the same date of this letter ("**Commitment Letter**") have been satisfied, completed or waived. The total award of reserved HOME funds is Two Million Five Hundred Thousand Ninety-Two Thousand Three Hundred Eighty-Nine Dollars ($2,592,389).

The HOME funds will be reserved for the Project until December 31, 2027 for the purposes of completing the financing for the Project. The City must receive copies of firm commitments from all funding sources on or before this date.

The loan of HOME funds (or other funds available to the City) will be made available as a nonrecourse loan, subject to customary nonrecourse carve-outs (the "**HOME Loan**") available for construction and will roll over into permanent financing for the Project with the following terms:

Borrower:	The Borrower will be The Village at Fairview, LP, a California limited partnership, whose managing general partner is BHC Fairview MGP, LLC, a California limited liability company, whose sole member is Burbank Housing Corporation, a California nonprofit public benefit corporation ("**BHC**").
Loan Amount:	$2,592,389 in total HOME funds.
Interest Rate:	3% simple interest per year from date(s) of disbursement.
Term:	55 years from date of issuance of certificate of occupancy.
Repayment:	50% of annual residual receipts, if any, which will be allocated on a pro rata basis to repayment of the HOME Loan and any other loans to the Project payable from residual receipts.
Security:	The HOME Loan will be secured by a deed of trust on Borrower's fee interest in the Development (the "**Deed of Trust**"). The Deed of Trust shall be subordinate to senior commercial construction and permanent loan deeds of trust, provided the senior lender(s) agree to provide the City with reasonable notice and cure rights that protect the City's investment in the event of a default by Borrower, pursuant to a form of subordination agreement reasonably acceptable to the City Manager and the City Attorney.
Regulatory Agreement:	The City and Borrower will enter into a regulatory agreement to, among other things, restrict for at least 20 years the maximum income of tenants and the maximum rents that may be charged to tenants of the HOME-

	Assisted units relative to the use of the federal HOME funds, which will be recorded in senior position against Borrower's interest in the New Properties after the Low- and Moderate-Income Housing Asset Funds regulatory agreement. The number of units to be considered HOME-Assisted shall be determined under the federal regulations governing the HOME Program (24 CFR Part 92) (the "**HOME Regulations**"). The maximum incomes of tenants of the HOME-Assisted Units and maximum rents for the HOME-Assisted Units will be determined in conformance with the HOME Regulations.
Other Terms and Conditions:	The HOME Loan will also incorporate and is subject to the same terms and conditions as the Commitment Letter.

To receive the HOME Loan funds, Borrower must execute City HOME Loan documents (collectively, the "**City HOME Loan Documents**") consisting of a loan agreement, promissory note, deed of trust and regulatory agreement evidencing and securing the HOME Loan in forms to be approved by the City Council.

The following conditions must be met or waived by the City in its sole discretion to receive disbursement of the HOME Loan funds:

1. Firm commitments from all financing sources in sufficient amounts to complete the Project;

2. The Project must meet all applicable requirements of the HOME Program (24 CFR Part 92);

3. Subsidy layering requirements have been met as defined by the U.S. Department of Housing and Urban Development;

4. A budget and schedule must be established and Borrower must certify that construction is ready to begin within 12 months; and

5. Execution of City's HOME Loan Documents.

When all funding sources are secured, City Community Development Department staff will work diligently to prepare and obtain approval of the City HOME Loan Documents by the City Council.

The City is supportive of the Project and we look forward to working with BHC on the successful completion of this development.

Please indicate your acceptance by signing the acknowledgement below.

Very truly yours,

By: _____
Justin Hess
City Manager

[Signatures continue on next page]

ACCEPTANCE OF CONDITIONAL RESERVATION

This conditional reservation is approved and accepted as of _____, 2026.

BORROWER:

THE VILLAGE AT FAIRVIEW, LP,
a California limited partnership

By: BHC Fairview MGP, LLC,
a California limited liability company,
its Managing General Partner

By: Burbank Housing Corporation,
a California nonprofit public benefit corporation
its Sole Member

By: _____
Sylvia Moreno, Executive Director

By: HH Fairview MGP, LLC,
a California limited liability company,
its Administrative General Partner

By: Homes & Home, LLC,
a California limited liability company
its Sole Member

By: _____
Alexander Russell, Chief Executive Officer

HOUSING AUTHORITY
OF THE
CITY OF BURBANK

RESOLUTION NO. H-_____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A COMMITMENT LETTER TO ROLL-OVER AN EXISTING HOUSING AUTHORITY LOAN OF $1,664,040 AND TO EXTEND A NEW LOAN OF $5,772,883 TO THE BURBANK HOUSING CORPORATION FOR THE VILLAGE AT FAIRVIEW PROJECT, AND APPROVING AN AWARD OF PROJECT-BASED SECTION 8 VOUCHERS TO THE PROJECT.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK FINDS:

A. In 1997, the former Redevelopment Agency of the City of Burbank ("Agency"), the predecessor-in-interest to the Housing Authority of the City of Burbank ("Authority"), established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve existing housing inventory in the City of Burbank ("City") that is affordable to low and moderate income persons and to provide community assistance and property management services at affordable housing projects in the City.

B. As of March 2006, the City and former Agency had loaned BHC funds for eleven income restricted affordable housing properties with each property having a separate loan agreement and related loan documents. On March 21, 2006, BHC, the Agency and the City entered into a consolidated loan agreement to consolidate these loans ("Master Loan Agreement").

C. The City and the Agency (Authority) continued to make loans to BHC for additional affordable housing projects and as each loan was made it was added to the Master Loan Agreement.

D. On January 14, 2025, BHC, the City, and the Authority entered into an Amended and Restated Master Loan Agreement (the "A&R MLA") which revised financial terms in the Master Loan Agreement covering loans made to 25 properties at that time, consolidated the notes for all City loans covered by the A&R MLA, consolidated the notes for all Authority loans covered by the A&R MLA (the "Authority MLA Note"), amended the master deed of trust for the loans covered by the A&R MLA (the "MLA Deed of Trust"), and amended the regulatory agreements for the properties covered by the A&R MLA.

E. BHC owns properties located at 2321, 2325-2327, 2331-2333, and 2335 N. Fairview Street (the "Properties"). The Properties are covered by the terms of the A&R MLA. The Authority current loan on the Properties has a principal balance of $1,664,040 (the "Authority MLA Loan").

F. BHC intends to demolish existing improvements on the Properties and construct and operate a new 60-unit multifamily rental housing development for low- and very-low-income households on the Properties (the "Project"). BHC intends to apply for low-income housing tax credits to assist in the construction and operation of the Project.

G. To enhance BHC's ability to secure additional financing for the Project, BHC and the Authority desire to make revisions to the A&R MLA and related documents.

H. Contingent upon the Project's receipt of a reservation of low income housing tax credits and other terms and conditions, the Authority desires to remove the Authority MLA Loan from the A&R MLA and the Authority MLA Note, release and reconvey the MLA Deed of Trust as it relates to the Properties, and terminate all Authority agreements related to the Properties, including recorded regulatory agreements, to which the Authority is a party (collectively, the "MLA Fairview Amendments").

I. Contingent upon the Project's receipt of a reservation of low income housing tax credits and other terms and conditions, the Authority further desires to roll-over and recast the existing Authority MLA Loan (the "Recast Authority Loan") concurrently with the MLA Fairview Amendments and enter into a new loan agreement and promissory note with BHC, or its designee, for the existing Authority MLA Loan, accept and record a new deed of trust on the Properties to secure the note, and record a new regulatory agreement on the Properties to reflect new unit counts and affordability restrictions, subject to applicable Article XXXIV limitations (collectively, the "Recast Authority Loan Documents").

J. Contingent upon the Project's receipt of a reservation of low income housing tax credits and other terms and conditions, the Authority further desires to make a new loan to BHC, or its designee, of up to $5,772,883 from the Low and Moderate Income Housing Asset Fund for the Project (the "New Authority Loan") and enter into loan documents with BHC, or its designee, evidencing and securing the New Authority Loan (the "New Authority Loan Documents").

K. To effectuate the MLA Fairview Amendments, the recast of Authority MLA Loan, and the making of the New Authority Loan, the Authority desires to approve a commitment letter, together with the City (the " Commitment Letter"), which shall provide the terms and conditions of the MLA Fairview Amendments, Recast Authority Loan Documents, and the New Authority Loan Documents.

L. The Authority operates a Section 8 Project Based Voucher Program. The Authority desires to award twenty (20) Section 8 project-based vouchers ("PBVs") to the Project, subject to certain terms and conditions.

M. To effectuate the awarding of the PBVs to the Project, the Authority desires to approve a voucher award letter (the "Voucher Award Letter").

N. The Authority has duly considered all terms and conditions of the proposed Commitment Letter and Voucher Award Letter, and the Authority believes that the MLA Fairview Amendments, the Recast Authority Loan, the New Authority Loan, and the provision of the PBVs and entering into the respective documents for the MLA Fairview Amendments, the Recast City Loan, the New City Loan and the provision of the PBVs, subject to the terms and conditions of the Commitment Letter and Voucher Award Letter, are in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

O. An Environmental Assessment (EA) was prepared to evaluate the potential environmental impacts associated with the Project. Based on the analysis contained in the EA, it was determined that the Project will not result in significant adverse impacts on quality of the human environment and a Finding of No Significant Impact (FONSI) was issued for the Project.

P. The Project has been determined to be exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15332 (In-Fill Development Project) of the State CEQA Guidelines. A CEQA Class 32: In-Fill Development Project Categorical Exemption Report was prepared for the Project.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Commitment Letter, in the form attached to the Staff Report dated May 19, 2026, is approved.

2. The Voucher Award Letter, in the form attached to the Staff Report dated May 19, 2026, is approved.

3. The Executive Director or their designee, on behalf of the Authority, is authorized to execute the Commitment Letter and the Voucher Award Letter. Authority Counsel retains the authority to make minor modifications as long as the financial terms remain unaffected.

4. The Commitment Letter and Voucher Award Letter shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this 5th day of May, 2026

_____
[_____]
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

_____
Kimberley Clark, Clerk

By: _____
Joseph H. McDougall
Counsel to the Housing Authority

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on this 5th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, Clerk

[HOUSING AUTHORITY LETTERHEAD]

May 19, 2026

Ms. Sylvia Moreno
Executive Director
Burbank Housing Corporation
1810 Grismer Avenue
Burbank, CA 91504

Re: Conditional Award of Project Based Vouchers for The Village at Fairview Affordable Housing Project, Burbank, California

Dear Ms. Moreno:

We are pleased to notify you that the Housing Authority of the City of Burbank (the "**Housing Authority**") has conditionally awarded the affordable housing project to be constructed at 2321, 2325-2327, 2331-2333 and 2335 North Fairview Street, Burbank, California 91504, known as The Village at Fairview (the "**Project**"), twenty (20) Section 8 Project-Based Vouchers ("**PBVs**") for an initial term of 20 years. Your proposal was selected in accordance with the Housing Authority's selection policy and 24 CFR 983.51.

The unit mix for the PBVs will be fourteen (14) one-bedroom units, three (3) two-bedroom units, two (2) three-bedroom units, and one (1) four-bedroom unit. The estimated annual subsidy amount is $350,460 and the total subsidy amount over 20 years is estimated to be $8,952,384. This is based on the Housing Authority's current voucher payment standards, which include utility allowances, for one-bedroom units at $2,207, two-bedroom units at $2,799, three-bedroom units at $3,590 and four-bedroom units at $3,960.

Final award of the PBVs and entry into an Agreement to Enter into Housing Assistance Payment ("AHAP") Contract is subject to the following conditions:

- The Project's receipt of all necessary funding for the construction of the Project, including but not limited to a reservation of low-income housing tax credits.

- Approval of a subsidy layering review as required by the U.S. Department of Housing and Urban Development ("**HUD**").

No construction should start prior to execution of the AHAP contract. As this award exceeds nine (9) units, the Project is subject to federal prevailing Davis Bacon wage requirements. The environmental review requirements under 24 CFR 983.58 for the Project have been met prior to the date of this letter. An Environmental Assessment (EA) was

prepared to evaluate the potential environmental impacts associated with the Project. Based on the analysis contained in the EA, it was determined that the Project will not result in significant adverse impacts on quality of the human environment and a Finding of No Significant Impact (FONSI) was issued for the Project.

The Housing Authority reserves the right to rescind the commitment if the developer fails to secure all necessary capital funding, such as tax credits, to complete the Project by December 31, 2027.

If you have any questions, please contact Odet Ayvazyan, Housing Development Manager at (818)238-5157 or via email at oayvazyan@burbankca.gov.

Thank you,

_____
Justin Hess, Authority Executive Director

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: April 21, 2026

TO: Justin Hess, City Manager/Housing Authority Executive Director

FROM: Patrick Prescott, Community Development Director/Housing Authority Assistant Executive Director
BY: Maribel Leyland, Assistant Community Development Director

SUBJECT: Update on the Proposed Burbank Housing Corporation Master Loan Agreement Phase II Related to Activity Center Programming; and Proposed Financing for 2321-2335 North Fairview Street Development (The Village at Fairview Street)

BACKGROUND

This Study Session will provide the City Council an overview of Burbank Housing Corporation's (BHC) financial and operational analysis of its Activity Centers; present information related to future proposed amendments to the Master Loan Agreement Phase II (MLA II); and provide a comprehensive update on the Village at Fairview affordable housing development. This study session is for information purposes only. The actions requested by BHC will be presented at a later date for Council and Housing Authority Board consideration.

Related to Activity Center programming, the future actions include the proposed transition of Activity Center programming off-site and allowing those existing spaces to be utilized for other uses including affordable housing units. Furthermore, BHC proposes changes for the MLA II specific to the City's and Housing Authority's proposed financial participation in the Village at Fairview project that includes removing existing properties from BHC's portfolio for that new development. In summary, the Study Session will present information to the Council and Housing Authority Board for proposed, future actions.

BHC Partnership

The City and BHC's long-standing (25-year) relationship has created more than 320 affordable units utilizing the City's restricted housing funds. These funds include federal

HOME Investment Partnership (HOME) funds and Low- and Moderate-Income Housing funds of the former Redevelopment Agency.[1] BHC's units have restricted rents for Extremely-Low, Very-Low, Low- and Moderate-Income households. The affordability restrictions are in place for a minimum of 55 years, and City staff work closely with BHC on an annual basis to ensure affordability requirements are met. In 2024, BHC reported financial challenges affecting long-term sustainability and committed to returning with a financial analysis and plan for stability and portfolio growth.

MLA Phase I Approved in January 2025

Study sessions were held at City Council meetings on August 13, 2024 and November 26, 2024 to discuss the partnership between the City and BHC and present a proposal from BHC for amendments to the MLA to help improve their long-term financial outlook. Proposed amendments have been divided into phases to ensure proper review and implementation. Phase 1, approved January 14, 2025, made global accounting and oversight changes for BHC. Specifically, MLA Phase I modified the City's loan to BHC reducing the amount owed by BHC to the Authority and amended and restated several documents to reflect the new loan terms, extended the affordability covenant for an additional 55 years, and made other Council/Housing Authority Board approved changes. As the Housing Authority no longer receives ongoing restricted housing funds to assist BHC, these amendments gave BHC flexibility to apply for other funding sources, such as grants to help finance existing projects. MLA Phase I also put BHC in a more favorable position to investors for future development, which would require Authority/City action, and may involve state and federal tax credits or private funds such as BHC's The Village at Fairview project.

DISCUSSION

The presentation will describe BHC's need to transition activity centers off-site, and how the financial benefit from the proposed change will allow BHC to develop additional affordable housing. BHC will also present an overview of The Village at Fairview project including:

i. The release of the Fairview properties from the MLA and cross-collateralization of properties including no impact to the Golden State Focus Neighborhood in removing the Fairview properties from the portfolio.
ii. The Village at Fairview Tax Credit application. BHC will describe its first proposed application and its request for conditional commitment letters for City and Housing Authority proposed financing, including financing terms.
iii. Introduction of their development partner, Homes & Hope Development, who has experience with tax credit projects.

[1] Redevelopment Agencies were dissolved in the State of California as of February 1, 2012.

The following summary is for informational purposes only. Consideration of the proposed actions by the City Council and Housing Authority Board is scheduled for next month.

Transition of Activity Centers Programming Off-Site

BHC has declining participation at its onsite Activity Centers. Several households who originally benefited have aged out of school-based programming or attend elsewhere. The proposal amends several documents related to the operation of four activity centers:

1. Grismer Activity Center in the Peyton Grismer Neighborhood adjacent to the BHC Corporate office.
2. Verdugo Activity Center in the Verdugo Lake Neighborhood.
3. Catalina Activity Center in the Golden State Neighborhood.
4. The Elmwood Achievement Center in the Elmwood Neighborhood.

BHC is proposing transitioning programming off-site for the Grismer, Verdugo and Catalina Activity Centers in June 2026. Programming for the Elmwood Achievement Center would transition in the fall of 2027 (Map - Attachment 1).[2] BHC would realize financial benefit with transitioning the current onsite activity center programming to school site programming in partnership with Boys and Girls Club at 14 Burbank Unified School District Campuses. BHC has signed a five-year agreement with Boys and Girls Club, at discounted rates, for after- school programming which begins Fall 2026. BHC will work with families to provide financial assistance to offset fees by applying for grant funding and private donations.

Consideration of this proposed transition at a later date will add four new affordable housing units to BHC's portfolio. BHC will present financial information that demonstrates the 10-year impact to BHC cash flow by transitioning Activity Center programming off-site and creating four new affordable housing units during the study session presentation.

The Village at Fairview

In February 2025, BHC received entitlements to construct an apartment-style multi-family residential building with 60 units (44 net new units) on the properties located at 2321, 2325, 2331, and 2335 N Fairview Street (Project) (Attachment 2). The project site includes four separate lots along Fairview Street that are not tied together. The total area of the four lots combined is 27,192 square feet or 0.6 acres. The Project utilized state density bonus law to demolish 16 existing units and develop 60 new affordable dwelling units on the site. State density bonus law does not require parking; however, the Project includes 60 parking spaces.

[2] There is no activity center in the Lake Alameda Neighborhood.

During the Development Review process, staff held a community meeting on January 30, 2025, to inform the public of the proposed Project and solicit feedback. In addition, a Replacement Housing plan and Relocation plan for the existing 16 units on site was completed. The Replacement Housing Plan was approved with the MLA amendments in January 2025, and a Relocation Plan will be presented with final financing approval of the City Council and Housing Authority Board.

Proposed Financing

The Village at Fairview is estimated to cost $51 million. BHC has submitted a financing proposal requesting financial assistance from the City and Housing Authority to finance the development with Low- and Moderate-Income Housing Asset funds (LMIHAF), federal Home Investment Partnerships funds (HOME) and project-based vouchers. In addition, BHC will submit a 4% tax credit application in May 2026 – noted as Limited Partner/Capital Contribution in the following chart:

Permanent Sources	
Source	**Amount**
Conventional Permanent Loan	$4,557,000
Housing Authority Low & Moderate Income Housing Asset Fund**	$5,772,883
City HOME Funds**	$2,592,389
Existing BHC Debt Rollover	$2,879,425
Regional Housing Trust Fund	$475,000
Senator Portantino's Office	$2,000,000
Deferred Developer Fee	$3,214,193
General Partner/Capital Contribution	$100
Limited Partner/Capital Contribution	$29,347,881
Total	**$50,838,871**

To submit their tax credit application, BHC has requested the City Council and Housing Authority Board consider authorizing the City Manager/Executive Director to execute conditional commitment letters for the City/Authority requested funds. If BHC is awarded funds through the tax credit application, staff will return to Council and the Housing Authority Board to execute complete loan documents and subordination agreements along with the Relocation Plan referenced above.

**City/Authority Proposed Assistance and Funding Sources	Total
Authority Loan to BHC (LMIHAF)	$5,772,883
City Loans to BHC (HOME)	$2,592,389
Total City/Authority Sources	**$8,365,272**

Project Based Vouchers

The Burbank Housing Authority released a Request for Proposals in July 2024 accepting invitations for the utilization of project-based vouchers (PBVs). PBVs is a financing tool authorized by the federal department of Housing and Urban Development (HUD) to utilize a portion of its Housing Choice Voucher allocation (Section 8 voucher allocation) for the financial benefit of a project-specific affordable housing project. BHC was the only respondent and requested 20 PBVs for The Village at Fairview project. Of the 20 vouchers requested, 15 will be utilized for formerly homeless households. To support those households, BHC will provide services via a local service provider. In addition to conditional commitment letters for LMIHAF and HOME funds as described, BHC is also requesting a conditional commitment letter for the PBV allocation.

Proposed MLA Phase II

To support The Village at Fairview tax credit application, BHC is requesting the City and Housing Authority Board authorize the City Manager/Executive Director to execute conditional commitment letters. Upon a tax credit award, staff will return to the City Council and Housing Authority Board to approve loan and subordination documents. The Fairview properties must be removed from all MLA-related agreements, and these actions constitute MLA Phase II. Once a tax credit award is received, additional City/Authority actions would be required, including:

- Amendment of the MLA and MLA Promissory Notes
- Termination of Affordable Housing Agreements relating to the Fairview parcels
- Reconveyance and release of MLA deeds of trust and regulatory agreements
- Execution of a new regulatory agreement reflecting revised affordable unit counts and 55-year affordability requirements

As previously mentioned, the MLA Phase I put BHC in a more favorable position for investors for future development. The Village at Fairview project is BHC's next affordable housing opportunity for the community. The proposed actions for MLA Phase II summarized above, along with the proposed changes to transition the activity center programming off-site, will provide BHC with the financial ability to develop The Village at Fairview project. These proposed MLA Phase II changes will allow BHC to pursue funding for this new development without affecting BHC's financial stability that was the goal of the MLA Phase I approved by the City Council and Housing Authority Board.

ENVIRONMENTAL REVIEW

This study session is not a project subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines § 15060(c)(2), in that no action is being taken, Council is only discussing future document modifications related to activity center programming and conditional commitment letters for financing will not result in a direct or reasonably foreseeable indirect physical change in the environment. The study session is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines § 15061(b)(3), in that it can be seen with certainty there is no possibility the modification documents and conditional commitment letters will have a significant effect on the environment. The underlying Village at Fairview project is subject to environmental assessment under California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) because it uses federal funds. CEQA and NEPA review is complete, and the Council/Housing Authority Board will adopt that compliance at final financing consideration at a later date.

FISCAL IMPACT

There is no fiscal impact to the City or Housing Authority with this study session, which is for informational purposes only. Information on the fiscal impact, if any, on transitioning Activity Center programming off-site, and the proposed conditional commitment letters to The Village at Fairview project will be a separate item for consideration of the City Council and Housing Authority Board.

CONCLUSION

This study session will provide the City Council and Housing Authority Board with a comprehensive overview of BHC's operational and financial restructuring efforts, preview proposed Phase II amendments to the MLA, and the financing strategy for The Village at Fairview development. The summary of the proposed actions will help reinforce BHC's long-term financial stability, enhance the City's affordable housing portfolio, and support production of new units that address identified community housing needs. After the study session, the City Council and Housing Authority Board will consider modifying documents for the transition of Activity Center programming off-site and authorizing the execution of conditional commitment letters for Housing Authority and City funds in the amount of $8,365,272, and the reservation of 20 PBV's. That future item will present the draft legal documents and draft financing letters for the Council and Housing Authority Board's approval approving these actions.

ATTACHMENTS

Attachment 1 – BHC Neighborhood Map
Attachment 2 – The Village at Fairview Project Site

RESOLUTION NO. 26-29,694

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 2321 NORTH CATALINA STREET AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION, MAKING A DETERMINATION OF CATEGORICAL EXCLUSION UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 2321 North Catalina Street (the "Activity Center") to use as one moderate income two bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The City has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a).

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 2321 North Catalina Street in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The City Manager or their designee is authorized to execute the Agreement and all documents attached thereto, on behalf of the City. The City Manager and their designees are further authorized to implement the Agreement on behalf of the City and take all further actions and execute all documents necessary or appropriate to carry out the Agreement. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

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/Joseph H. McDougall
Joseph H. McDougall
City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

RESOLUTION NO. 26-29,695

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 153 W. ELMWOOD AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION, MAKING A DETERMINATION OF CATEGORICAL EXCLUSION UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 153 W. Elmwood Avenue (the "Activity Center") to use as two moderate income one bedroom units.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The City has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a).

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 153 W. Elmwood Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The City Manager or their designee is authorized to execute the Agreement and all documents attached thereto, on behalf of the City. The City Manager and their designees are further authorized to implement the Agreement on behalf of the City and take all further actions and execute all documents necessary or appropriate to carry out the Agreement. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

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/Joseph H. McDougall
Joseph H. McDougall
City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

RESOLUTION NO. 26-29,696

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 1819 GRISMER AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION, MAKING A DETERMINATION OF CATEGORICAL EXCLUSION UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 1819 Grismer Avenue (the "Activity Center") to the property management office which will free up the current property management space (a one bedroom residential unit) for use as a very low income one bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The City has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a).

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 1819 Grismer Avenue in the form attached

to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The City Manager or their designee is authorized to execute the Agreement and all documents attached thereto, on behalf of the City. The City Manager and their designees are further authorized to implement the Agreement on behalf of the City and take all further actions and execute all documents necessary or appropriate to carry out the Agreement. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

_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/Joseph H. McDougall_____
Joseph H. McDougall
City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

RESOLUTION NO. 26-29,697

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 241 W. VERDUGO AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION, MAKING A DETERMINATION OF CATEGORICAL EXCLUSION UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 241 W. Verdugo Avenue (the "Activity Center") to use as one moderate income two bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The City has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically excluded under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a).

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 241 W. Verdugo Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The City Manager or their designee is authorized to execute the Agreement and all documents attached thereto, on behalf of the City. The City Manager and their designees are further authorized to implement the Agreement on behalf of the City and take all further actions and execute all documents necessary or appropriate to carry out the Agreement. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

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/Joseph H. McDougall
Joseph H. McDougall
City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

RESOLUTION NO. 26-29,698

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COMMITMENT LETTER TO ROLL-OVER AN EXISTING CITY LOAN OF $1,215,384.73 AND APPROVING A COMMITMENT LETTER TO CONDITIONALLY RESERVE HOME FUNDS FOR A NEW LOAN OF $2,592,389 TO THE BURBANK HOUSING CORPORATION FOR THE VILLAGE AT FAIRVIEW PROJECT

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. In 1997, the former Redevelopment Agency of the City of Burbank ("Agency"), the predecessor-in-interest to the Housing Authority of the City of Burbank (“Authority”), established a nonprofit corporation, the Burbank Housing Corporation (“BHC”), to improve and preserve the existing housing inventory in the City of Burbank ("City") that is affordable to low and moderate income persons and to provide community assistance and property management services at affordable housing projects within the City.

B. As of March 2006, the City and former Agency had loaned BHC funds for eleven income restricted affordable housing properties with each property having a separate loan agreement and related loan documents. On March 21, 2006, BHC, the Agency and the City entered into a consolidated loan agreement to consolidate these loans ("Master Loan Agreement").

C. The City and the Agency (Authority) continued to make loans to BHC for additional affordable housing projects and as each loan was made it was added to the Master Loan Agreement.

D. On January 14, 2025, BHC, the City and the Authority entered into an Amended and Restated Master Loan Agreement (the "A&R MLA") which made financial revisions to the Master Loan Agreement covering loans made to 25 properties at that time, consolidated the notes for all the City loans covered by the A&R MLA (the "City MLA Note"), consolidated the notes for all the Authority loans covered by the A&R MLA, amended the master deed of trust for the loans covered by the A&R MLA (the "MLA Deed of Trust"), and amended the regulatory agreements for the properties covered by the A&R MLA.

E. BHC owns properties located at 2321, 2325-2327, 2331-2333, and 2335 N. Fairview Street (the "Properties"). The Properties are covered by the terms of the A&R MLA. The City current loan on the Properties has a principal balance of $1,215,384.73 (the "City MLA Loan").

F. BHC intends to demolish existing improvements on the Properties and construct and operate a new 60-unit multifamily rental housing development for affordable low- and very-low-income households on the Properties (the "Project"). BHC intends to apply for low-income housing tax credits to assist in the construction and operation of the Project.

G. To enhance BHC's ability to secure additional financing for the Project, BHC and the City desire to make revisions to the A&R MLA and related documents

H. Contingent upon the Project's receipt of a reservation of low-income housing tax credits and other terms and conditions, the City desires to remove the City MLA Loan from the A&R MLA and the City MLA Note, release and reconvey the City MLA Deed of Trust as it relates to the Properties, and terminate all agreements related to the Properties, including recorded regulatory agreements, to which the City is a party (collectively, the "MLA Fairview Amendments").

I. Contingent upon the Project's receipt of a reservation of low-income housing tax credits and other terms and conditions, the City further desires to roll-over and recast the existing City MLA Loan (the "Recast City Loan") concurrently with the MLA Fairview Amendments and enter into a new loan agreement and promissory note with BHC, or its designee, for the existing City MLA Loan, accept and record a new deed of trust on the Properties to secure the note, and record a new regulatory agreement on the Properties to reflect new unit counts and affordability restrictions, subject to applicable Article XXXIV limitations (collectively, the "Recast City Loan Documents").

J. To effectuate the MLA Fairview Amendments and the recast of the City MLA Loan, the City desires to approve a commitment letter, together with the Authority (the "Commitment Letter"), which shall provide the terms and conditions of the MLA Fairview Amendments and Recast City Loan Documents.

K. Contingent upon the Project's receipt of a reservation of low-income housing tax credits and other terms and conditions, the City further desires to make a new loan to BHC, or its designee, up to a total of $2,592,389 (the "New City Loan") from HOME Funds. The City desires to enter into loan documents with BHC, or its designee, evidencing and securing the New City Loan (the "New City Loan Documents").

L. To effectuate the New City Loan, the City desires to approve a conditional reservation letter (the "City Conditional Reservation Letter") which shall provide the terms and conditions of the New City Loan.

M. The City has duly considered all terms and conditions of the proposed Commitment Letter and the City Conditional Reservation Letter, and the City believes that the MLA Fairview Amendments, the Recast City Loan and the New City Loan, and entering into the respective documents for the MLA Fairview Amendments, the Recast City Loan and the New City Loan, subject to the terms and conditions of the

Commitment Letter and the City Conditional Reservation Letter, are in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

N. An Environmental Assessment (EA) was prepared to evaluate the potential environmental impacts associated with the Project. Based on the analysis contained in the EA, it was determined that the Project will not result in significant adverse impacts on quality of the human environment and a Finding of No Significant Impact (FONSI) was issued for the Project.

O. The Project has been determined to be exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15332 (In-Fill Development Project) of the State CEQA Guidelines. A CEQA Class 32: In-Fill Development Project Categorical Exemption Report was prepared for the Project.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Commitment Letter, in the form attached to the Staff Report dated May 19, 2026, is approved.

2. The City Conditional Reservation Letter, if the form attached to the Staff Report dated May 19, 2026, is approved.

3. The City Manager or their designee, on behalf of the City, is authorized to execute the Commitment Letter and the City Conditional Reservation Letter. The City Attorney retains the authority to make minor modifications as long as the financial terms remain unaffected.

4. The Commitment Letter and City Conditional Reservation Letter shall be retained by the City Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

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/Joseph H. McDougall
Joseph H. McDougall
City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-26-277

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 2321 NORTH CATALINA STREET AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 2321 North Catalina Street (the "Activity Center") to use as one moderate income two bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The Authority has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 2321 North Catalina Street in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The Executive Director or their designee is authorized to execute the

Agreement, and all documents attached thereto, on behalf of the Authority. The Executive Director or their designee is further authorized to implement the Agreement on behalf of the Authority and take all further actions and execute all documents necessary or appropriate to carry out the intent of the Agreement. The Authority Counsel retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

s/Tamala Takahashi
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, Clerk

By: s/Joseph H. McDougall
Joseph H. McDougall
Counsel to the Housing Authority

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, Clerk

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-26-278

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 153 W. ELMWOOD AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 153 W. Elmwood Avenue (the "Activity Center") to use as two moderate income one bedroom units.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The Authority has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 153 W. Elmwood Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The Executive Director or their designee is authorized to execute the

Agreement, and all documents attached thereto, on behalf of the Authority. The Executive Director or their designee is further authorized to implement the Agreement on behalf of the Authority and take all further actions and execute all documents necessary or appropriate to carry out the intent of the Agreement. The Authority Counsel retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

s/Tamala Takahashi
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, Clerk

By: s/Joseph H. McDougall
Joseph H. McDougall
Counsel to the Housing Authority

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, Clerk

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-26-279

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 1819 GRISMER AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 1819 Grismer Avenue (the "Activity Center") to the property management office which will free up the current property management space (a one bedroom residential unit) for use as a very low income one bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The Authority has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 1819 Grismer Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The Executive Director or their designee is authorized to execute the Agreement, and all documents attached thereto, on behalf of the Authority. The Executive Director or their designee is further authorized to implement the Agreement on behalf of the Authority and take all further actions and execute all documents necessary or appropriate to carry out the intent of the Agreement. The Authority Counsel retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

s/Tamala Takahashi
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, Clerk

By: s/Joseph H. McDougall
Joseph H. McDougall
Counsel to the Housing Authority

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, Clerk

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-26-280

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A MODIFICATION AGREEMENT REGARDING THE USE OF 241 W. VERDUGO AVENUE AMONG THE CITY OF BURBANK, THE HOUSING AUTHORITY OF THE CITY OF BURBANK, AND THE BURBANK HOUSING CORPORATION AND MAKING A DETERMINATION OF CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

A. The Burbank Housing Corporation (the “Owner”) is proposing the conversion of the use of the Activity Center located at 241 W. Verdugo Avenue (the "Activity Center") to use as one moderate income two bedroom unit.

B. To document this change of use, the City of Burbank (the "City"), Housing Authority of the City of Burbank (the "Authority"), and Owner desire to enter into a Modification Agreement (the "Agreement") of their existing agreements regarding the use of the Activity Center space.

C. The Owner is not requesting City or Authority financial assistance for the change in use of the Activity Center space.

D. The Authority has duly considered all terms and conditions of the proposed Agreement and believes that the modification of the use of the Activity Center space pursuant thereto, is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines as minor alteration of existing facilities.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Modification Agreement for 241 W. Verdugo Avenue in the form attached to the Staff Report dated May 19, 2026, together with all exhibits is approved.

2. The Executive Director or their designee is authorized to execute the

Agreement, and all documents attached thereto, on behalf of the Authority. The Executive Director or their designee is further authorized to implement the Agreement on behalf of the Authority and take all further actions and execute all documents necessary or appropriate to carry out the intent of the Agreement. The Authority Counsel retains the authority to make minor modifications as long as the financial terms remain unaffected.

3. The aforementioned Agreement and any related documents shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

s/Tamala Takahashi
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, Clerk

By: s/Joseph H. McDougall
Joseph H. McDougall
Counsel to the Housing Authority

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, Clerk

HOUSING AUTHORITY
OF THE
CITY OF BURBANK, CALIFORNIA

RESOLUTION NO. H-26-281

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF BURBANK APPROVING A COMMITMENT LETTER TO ROLL-OVER AN EXISTING HOUSING AUTHORITY LOAN OF $1,664,040 AND TO EXTEND A NEW LOAN OF $5,772,883 TO THE BURBANK HOUSING CORPORATION FOR THE VILLAGE AT FAIRVIEW PROJECT, AND APPROVING AN AWARD OF PROJECT-BASED SECTION 8 VOUCHERS TO THE PROJECT

THE HOUSING AUTHORITY OF THE CITY OF BURBANK FINDS:

A. In 1997, the former Redevelopment Agency of the City of Burbank ("Agency"), the predecessor-in-interest to the Housing Authority of the City of Burbank ("Authority"), established a nonprofit corporation, the Burbank Housing Corporation ("BHC"), to improve and preserve existing housing inventory in the City of Burbank ("City") that is affordable to low and moderate income persons and to provide community assistance and property management services at affordable housing projects in the City.

B. As of March 2006, the City and former Agency had loaned BHC funds for eleven income restricted affordable housing properties with each property having a separate loan agreement and related loan documents. On March 21, 2006, BHC, the Agency and the City entered into a consolidated loan agreement to consolidate these loans ("Master Loan Agreement").

C. The City and the Agency (Authority) continued to make loans to BHC for additional affordable housing projects and as each loan was made it was added to the Master Loan Agreement.

D. On January 14, 2025, BHC, the City, and the Authority entered into an Amended and Restated Master Loan Agreement (the "A&R MLA") which revised financial terms in the Master Loan Agreement covering loans made to 25 properties at that time, consolidated the notes for all City loans covered by the A&R MLA, consolidated the notes for all Authority loans covered by the A&R MLA (the "Authority MLA Note"), amended the master deed of trust for the loans covered by the A&R MLA (the "MLA Deed of Trust"), and amended the regulatory agreements for the properties covered by the A&R MLA.

E. BHC owns properties located at 2321, 2325-2327, 2331-2333, and 2335 N. Fairview Street (the "Properties"). The Properties are covered by the terms of the A&R MLA. The Authority current loan on the Properties has a principal balance of $1,664,040 (the "Authority MLA Loan").

F. BHC intends to demolish existing improvements on the Properties and construct and operate a new 60-unit multifamily rental housing development for low- and very-low-income households on the Properties (the "Project"). BHC intends to apply for low-income housing tax credits to assist in the construction and operation of the Project.

G. To enhance BHC's ability to secure additional financing for the Project, BHC and the Authority desire to make revisions to the A&R MLA and related documents.

H. Contingent upon the Project's receipt of a reservation of low income housing tax credits and other terms and conditions, the Authority desires to remove the Authority MLA Loan from the A&R MLA and the Authority MLA Note, release and reconvey the MLA Deed of Trust as it relates to the Properties, and terminate all Authority agreements related to the Properties, including recorded regulatory agreements, to which the Authority is a party (collectively, the "MLA Fairview Amendments").

I. Contingent upon the Project's receipt of a reservation of low income housing tax credits and other terms and conditions, the Authority further desires to roll-over and recast the existing Authority MLA Loan (the "Recast Authority Loan") concurrently with the MLA Fairview Amendments and enter into a new loan agreement and promissory note with BHC, or its designee, for the existing Authority MLA Loan, accept and record a new deed of trust on the Properties to secure the note, and record a new regulatory agreement on the Properties to reflect new unit counts and affordability restrictions, subject to applicable Article XXXIV limitations (collectively, the "Recast Authority Loan Documents").

J. Contingent upon the Project's receipt of a reservation of low income housing tax credits and other terms and conditions, the Authority further desires to make a new loan to BHC, or its designee, of up to $5,772,883 from the Low and Moderate Income Housing Asset Fund for the Project (the "New Authority Loan") and enter into loan documents with BHC, or its designee, evidencing and securing the New Authority Loan (the "New Authority Loan Documents").

K. To effectuate the MLA Fairview Amendments, the recast of Authority MLA Loan, and the making of the New Authority Loan, the Authority desires to approve a commitment letter, together with the City (the " Commitment Letter"), which shall provide the terms and conditions of the MLA Fairview Amendments, Recast Authority Loan Documents, and the New Authority Loan Documents.

L. The Authority operates a Section 8 Project Based Voucher Program. The Authority desires to award twenty (20) Section 8 project-based vouchers ("PBVs") to the Project, subject to certain terms and conditions.

M. To effectuate the awarding of the PBVs to the Project, the Authority desires to approve a voucher award letter (the "Voucher Award Letter").

N. The Authority has duly considered all terms and conditions of the proposed Commitment Letter and Voucher Award Letter, and the Authority believes that the MLA Fairview Amendments, the Recast Authority Loan, the New Authority Loan, and the provision of the PBVs and entering into the respective documents for the MLA Fairview Amendments, the Recast City Loan, the New City Loan and the provision of the PBVs, subject to the terms and conditions of the Commitment Letter and Voucher Award Letter, are in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

O. An Environmental Assessment (EA) was prepared to evaluate the potential environmental impacts associated with the Project. Based on the analysis contained in the EA, it was determined that the Project will not result in significant adverse impacts on quality of the human environment and a Finding of No Significant Impact (FONSI) was issued for the Project.

P. The Project has been determined to be exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15332 (In-Fill Development Project) of the State CEQA Guidelines. A CEQA Class 32: In-Fill Development Project Categorical Exemption Report was prepared for the Project.

THE HOUSING AUTHORITY OF THE CITY OF BURBANK RESOLVES:

1. The Commitment Letter, in the form attached to the Staff Report dated May 19, 2026, is approved.

2. The Voucher Award Letter, in the form attached to the Staff Report dated May 19, 2026, is approved.

3. The Executive Director or their designee, on behalf of the Authority, is authorized to execute the Commitment Letter and the Voucher Award Letter. Authority Counsel retains the authority to make minor modifications as long as the financial terms remain unaffected.

4. The Commitment Letter and Voucher Award Letter shall be retained by the Authority Clerk as a permanent file.

PASSED AND ADOPTED this 19th day of May 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Chairperson of the Housing
Authority of the City of Burbank

Approved as to Form
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, Clerk

By: _s/Joseph H. McDougall_____
Joseph H. McDougall
Counsel to the Housing Authority

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

I, Kimberley Clark, Clerk of the Housing Authority of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Housing Authority of the City of Burbank at its regular meeting held on the 19th day of May 2026 by the following vote:

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

NOES: None.

ABSENT: None.

_s/Kimberley Clark_____
Kimberley Clark, Clerk

STAFF REPORT

PUBLIC WORKS

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director
Via: Lifan Xu, Chief Assistant Public Works Director—City Engineer
BY: Artin Megerdichian, Principal Civil Engineer

SUBJECT: Adoption of a Resolution Approving a Project List for the Road Repair and Accountability Act (SB 1) for Fiscal Year 2026-27

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A PROJECT LIST FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT (SB 1) FOR FISCAL YEAR 2026-27 (Attachment 1).

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor of California in April 2017 to address significant multimodal transportation funding shortfalls statewide. SB 1 is funded through a combination of gas tax revenues and the Transportation Improvement Fee that took effect on January 1, 2018. SB 1 requires the City to provide annually, by July 1st, a list of all proposed projects eligible to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1.

Since the inception of the RMRA of 2017, staff has provided Council with a project street list for approval each year to meet SB 1 requirements. The actual revenue received since inception through March 2026 is $15 million at an average of $1.8 million annually over the last eight years.

DISCUSSION

The City of Burbank maintains an established Pavement Management Program (PMP),

that divides the city into 20 zones. With funding from SB 1, Measure M, and Measure P, the PMP evaluates at least four zones each year to identify the streets most in need of resurfacing. This process includes both local/residential and arterial streets.

Streets in good condition will not be repaved as they do not meet the design standard/threshold. Additionally, some streets are temporarily removed from the resurfacing cycle due to pre-planned excavation activities. Those streets are resurfaced as part of the planned excavation project or deferred to the next available funding cycle, typically the following year.

To meet the requirements of SB 1, staff has prepared a list of project streets anticipated to be funded by monthly SB 1 revenues in Fiscal Year (FY) 2026-27. The list of proposed street segments recommended for resurfacing based on their current condition, utilizing SB 1 funding, is included in Attachment 2 (and Exhibit 1 of the Resolution). A corresponding map of the proposed street segments is also included (Attachment 3).

Although the estimated construction cost for the complete list of proposed street resurfacing projects is approximately $3.5 million, SB 1 revenue is anticipated to fund only a portion of the overall project list, estimated at $2.9 million. Should Council approve the project list for SB 1 funding, Attachment 2 would be submitted to the State by July 1, 2026 (as required by SB 1) and incorporated into the City's FY 2026-27 Adopted Budget.

Submission of the proposed project list is necessary for the City to remain eligible to receive and utilize an estimated $2.9 million in SB 1 funding for roadway repairs. This funding supplements, rather than replaces, the City's required Maintenance of Effort (MOE). The MOE is determined using a State established formula based on the City's average road maintenance expenditures in Fiscal Years 2010, 2011, and 2012 ($8.57 million including salaries, benefits, and Capital Improvement funding). The RMRA designated these fiscal years as a baseline period to calculate each agency's MOE. The City has received SB 1 funding in monthly installments since January 2018. If the proposed Resolution is approved and incorporated into the FY 2026-27 Budget, the $2.9 million of SB 1 funding will account for approximately 83% of the City's current PMP budget of $3.5 million.

The proposed Resolution will support Council's City Services goals by improving and maintaining the City's pavement inventory to better serve all modes of transportation for its residents and visitors. The annual SB 1 funding is projected to substantially support the City's commitment to maintaining a Pavement Condition Index (PCI) within a range of 70-73 through FY 2030-31. The City's current pavement condition index is 73, which is defined as "good" condition. Maintaining a PCI of 70-73 places the City well above the State average of 66 and will ensure street maintenance needs remain at a preferable level. This level also exceeds nearby cities, such as Pasadena (60) and Los Angeles (61-70), and closely aligns with Glendale's current PCI of 72.

ENVIRONMENTAL REVIEW

Adoption of this Resolution is not a "project" within the meaning of the California Environmental Quality Act (CEQA) and under CEQA Guidelines Section 15378 (14 CCR §15378), which states that a project does not include "government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." This Resolution adopts, and authorizes submission for approval of, a list of projects proposed to receive funding under SB1 and the RMRA. If such funding is approved, the activity subject to the funding will involve repair and maintenance of existing facilities (resurfacing existing streets) at a later date. Such a project will be reviewed and approved at a later time and will most likely qualify as a Class 1 project that is categorically exempt from CEQA. Accordingly, adoption of this Resolution is not a project, and no further environmental review is necessary.

FISCAL IMPACT

To qualify for SB1 funding and to provide accountability and transparency, the Financial Services Department established a special revenue fund titled the Road Maintenance and Rehabilitation Fund 123 in 2018, which is used to manage the RMRA program funding. By approving the proposed Resolution, the City will be eligible to receive an estimated $2.9 million in SB1 funding that will provide substantial support for the City's road repairs and maintenance.

CONCLUSION

Staff recommends that Council adopt the proposed Resolution to approve the list of project streets to be eligible to use SB1 funding.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Proposed Streets for Resurfacing with SB1 Funds in FY 2026-27
Attachment 3 – Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A PROJECT LIST FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT (SB 1) FOR FISCAL YEAR 2026-27

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide.

B. SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year.

C. SB 1 further requires the City of Burbank ("City"), by resolution, adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account ("RMRA"). This list must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

D. The City will receive an estimated $2,902,555 in RMRA funding for Fiscal Year 2026-27 from SB 1.

E. The City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment.

F. Adoption of this resolution is not a "project" within the meaning of the California Environmental Quality Act (CEQA) and under CEQA Guidelines Section 15378 (14 CCR §15378), which states that a project does not include "government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." This resolution adopts, and authorizes submission for approval of, a list of projects proposed to receive funding under SB1 and the RMRA. If such funding is approved, the City may then potentially use such funds for the resurfacing of existing streets that may be reviewed at a later time and likely may be considered categorically exempt from CEQA under the existing facilities exemption (14 CCR §15301). Accordingly, adoption of this resolution is not a project and no further environmental review is necessary.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The foregoing recitals are true and correct.

2. The list of projects planned to be funded in fiscal year 2026-27 with Road Maintenance and Rehabilitation Account revenues, as set forth in Exhibit A (which was presented as Attachment 2 to the May 19, 2026, staff report), is hereby approved. The project description is the resurfacing of the listed roads to maintain a useful life of twenty years. Project is anticipated to commence in FY 2026-27, subject to receipt of the SB 1 funds.

3. The Public Works Director is authorized to submit the Council approved listed streets and the project list to the California Transportation Commission ("CTC").

4. The Financial Services Director is directed to include the list set forth in Attachment 2 for Council consideration during the City FY 2026-27 budget process, along with a budget request of the use of SB 1 funds in the amount of $2,902,555.

PASSED AND ADOPTED this __ day of May, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Catherine Kim
Senior Assistant City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

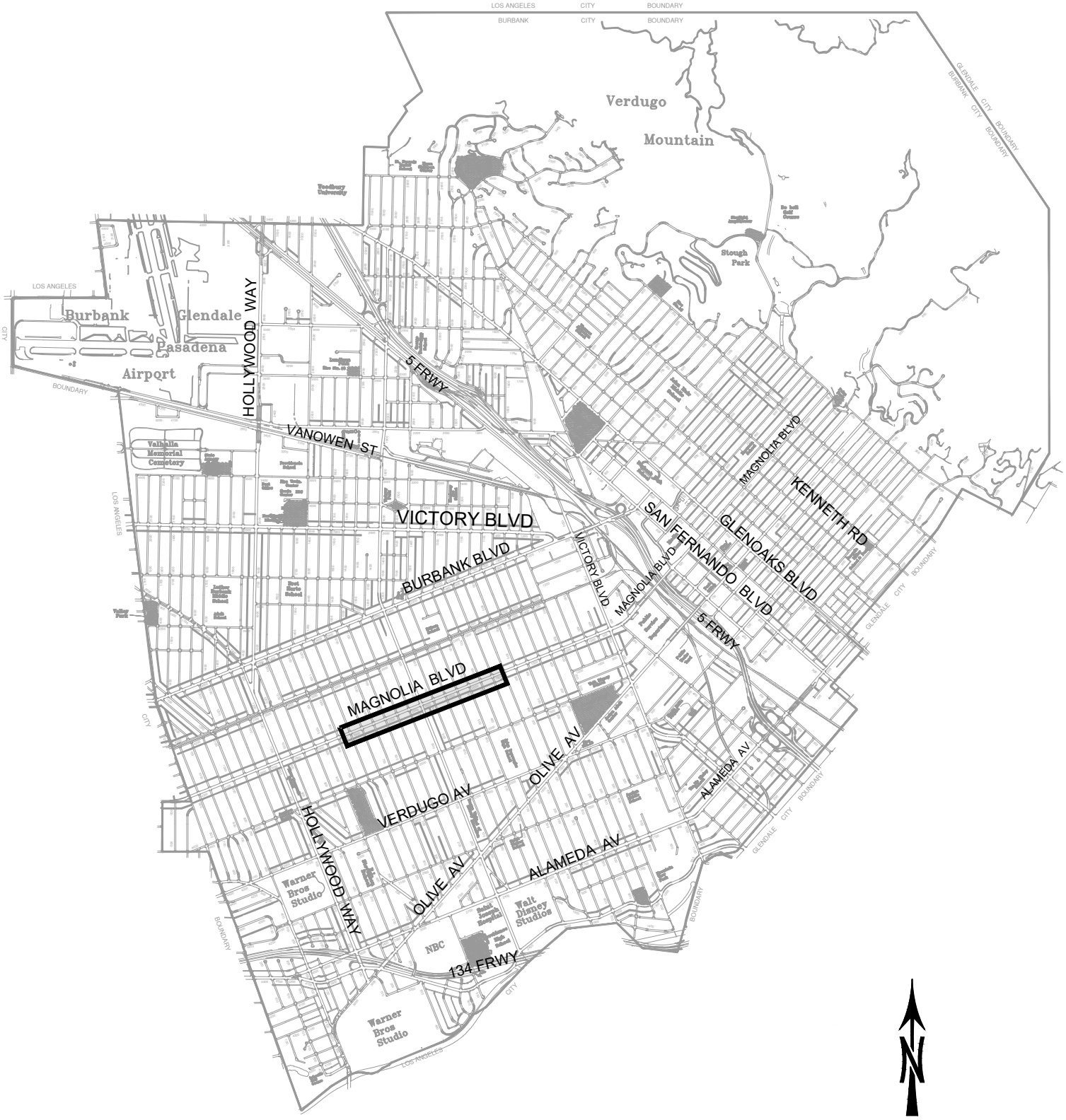
_____
Kimberley Clark, City Clerk

PROPOSED STREETS FOR RESURFACING FOR SB-1 FUNDING IN FISCAL YEAR 2026-27		
Street Name	**From**	**To**
Magnolia Blvd	Ontario St	Fairview St
Magnolia Blvd	Fairview St	Niagara St
Magnolia Blvd	Niagara St	Catalina St
Magnolia Blvd	Catalina St	Florence St
Magnolia Blvd	Florence St	Naomi St
Magnolia Blvd	Naomi St	Frederic St
Magnolia Blvd	Frederic St	Buena Vista St
Magnolia Blvd	Buena Vista St	Brighton St
Magnolia Blvd	Brighton St	Lincoln St
Magnolia Blvd	Lincoln St	Myers St
Magnolia Blvd	Myers St	Keystone St
Magnolia Blvd	Keystone St	Lamer St
Magnolia Blvd	Lamer St	Parish St
Magnolia Blvd	Parish St	Orchard St

Attachment 2

PROJECT LOCATION MAP

PROPOSED STREETS FOR RESURFACING FOR SB-1 FUNDING IN FY 2026-27



Attachment 3

CITY OF BURBANK

RESOLUTION NO. 26-29,699

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A PROJECT LIST FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT (SB 1) FOR FISCAL YEAR 2026-27

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide.

B. SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year.

C. SB 1 further requires the City of Burbank ("City"), by resolution, adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account ("RMRA"). This list must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

D. The City will receive an estimated $2,902,555 in RMRA funding for Fiscal Year 2026-27 from SB 1.

E. The City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment.

F. Adoption of this resolution is not a "project" within the meaning of the California Environmental Quality Act (CEQA) and under CEQA Guidelines Section 15378 (14 CCR §15378), which states that a project does not include "government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." This resolution adopts, and authorizes submission for approval of, a list of projects proposed to receive funding under SB1 and the RMRA. If such funding is approved, the City may then potentially use such funds for the resurfacing of existing streets that may be reviewed at a later time and likely may be considered categorically exempt from CEQA under the existing facilities exemption (14 CCR §15301). Accordingly, adoption of this resolution is not a project and no further environmental review is necessary.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The foregoing recitals are true and correct.

2. The list of projects planned to be funded in fiscal year 2026-27 with Road Maintenance and Rehabilitation Account revenues, as set forth in Exhibit A (which was presented as Attachment 2 to the May 19, 2026, staff report), is hereby approved. The project description is the resurfacing of the listed roads to maintain a useful life of twenty years. Project is anticipated to commence in FY 2026-27, subject to receipt of the SB 1 funds.

3. The Public Works Director is authorized to submit the Council approved listed streets and the project list to the California Transportation Commission ("CTC").

4. The Financial Services Director is directed to include the list set forth in Attachment 2 for Council consideration during the City FY 2026-27 budget process, along with a budget request of the use of SB 1 funds in the amount of $2,902,555.

PASSED AND ADOPTED this 19th day of May 2026.

_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/Catherine Kim_____
Catherine Kim
Senior Assistant City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 19th day of May 2026, by the following vote:

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

NOES: None.

ABSENT: None.

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

Consent Calendar
Item #8

STAFF REPORT

WATER AND POWER

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
VIA: Frank Messineo, Assistant General Manager, Power Supply
BY: Anthony D'Aquila, Power Resources Manager

SUBJECT: Adoption of a Resolution Approving Updates to the Renewable Energy Resources Procurement Plan and Enforcement Program (Version 4) and Incorporating Optional Compliance Measures Available Under California's Renewable Portfolio Standards Program

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RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING UPDATES TO THE RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN AND ENFORCEMENT PROGRAM (VERSION 4) AND INCORPORATING OPTIONAL COMPLIANCE MEASURES AVAILABLE UNDER CALIFORNIA'S RENEWABLE PORTFOLIO STANDARD (RPS) PROGRAM (Attachment 1).

BACKGROUND

The purpose of this staff report is to provide an update to City Council (Council) on Burbank Water and Power's (BWP) RPS procurement planning and compliance outlook, and to request adoption of updates to the Department's Renewable Energy Procurement Plan and Enforcement Program (Procurement Plan).

Senate Bill 100 (SB 100) requires load-serving entities, such as BWP, to meet 60% of the retail energy needs with renewable energy by 2030, and to continue progress toward a 100% zero-carbon electric supply by 2045.

Under the RPS rules, publicly owned utilities (POU) must adopt both a renewable energy resources procurement plan, and an enforcement program, together establishing the

utility's compliance strategy and internal administrative processes. Council initially adopted BWP's Procurement Plan on November 22, 2011. An amended Version 2, with updated renewable contracts, was subsequently adopted on October 30, 2012. Procurement Plan Version 3, including an amended version of the document, was adopted to incorporate compliance with SB 100 and additional CEC RPS Regulations on December 14, 2021.

Version 4 of the Procurement Plan updates BWP's compliance planning through 2030 and reflects current renewable procurement conditions, compliance status, and cost-limitation evaluation procedures. The updated version clarifies the Optional Compliance Measures (OCMs) available to Council under California Energy Commission (CEC) regulations and avoids severe penalties that could be assessed by the CEC if RPS compliance obligations are not met.

DISCUSSION

The RPS represents the amount of eligible renewable energy (as a percentage of retail sales) that BWP must use to meet its compliance period obligations, with interim targets as outlined in the California Public Utilities Code (PUC) Section 3204. In addition to compliance period targets, renewable contracts are classified into Portfolio Content Categories (PCCs) to define the type of renewable energy credit (REC) generated and how those RECs may be applied toward compliance requirements.

RPS regulations specify minimum renewable procurement requirements, PCC limitations, and a Long-Term Procurement Requirement (LTR), which requires that at least 65% of renewable procurement applied toward a compliance period is from contracts with terms of ten years or longer or from owned renewable resources. These requirements are described in detail in the updated Procurement Plan.

BWP has successfully met all prior RPS compliance obligations through Compliance Period 4 (2021–2024), which is currently undergoing CEC reporting and verification. BWP achieved these obligations through a combination of long-term renewable contracts, recently executed renewable agreements, owned renewable resources, and short-term renewable procurements used to balance compliance requirements. However, BWP anticipates challenges in meeting renewable procurement requirements beginning in Compliance Period 5 (CP5, 2025–2027). These challenges include:

- limited availability of deliverable renewable projects,
- interconnection and permitting delays,
- transmission constraints, and
- elevated REC market prices.

BWP's most recent long-term renewable energy project, Milford Solar Phase II, signed in June 2025, is currently under development and not expected to begin delivery until very late in CP5. Other projects under consideration will not be operating until 2029 to 2031, making CP5 compliance challenging.

Version 4 of the Procurement Plan reflects BWP's current renewable portfolio and procurement outlook through 2030. The updated Procurement Plan incorporates revisions to the Department's cost-limitation framework, clarifies OCMs available to the Council, and updates enforcement roles and compliance reporting processes consistent with CEC regulations. The Plan requires BWP to continue good-faith efforts to secure additional long-term renewable resources by pursuing renewable resources with the Southern California Public Power Authority (SCPPA) to support future compliance periods.

As part of Version 4, the Department established a cost-limitation evaluation methodology using the FY 2024/2025 Power Supply Budget as the Base Year. This framework evaluates incremental renewable procurement costs using Retail Power Supply and Transmission Expenses (Retail PS&TE) on a price-per-kilowatt-hour ($/kWh) basis, and benchmarks cost increases against the Consumer Price Index (CPI). This approach provides a transparent method for evaluating renewable procurement decisions while protecting BWP customers from disproportionate rate impacts associated with renewable procurement required to meet RPS mandates.

CEC regulations provide OCMs that may be used when circumstances beyond a utility's reasonable control affect the ability to meet RPS procurement requirements. The OCMs are included in the table below:

OCMs available if circumstances are beyond the reasonable control of the POU	
OCM	**Purpose**
Delay of Timely Compliance	Permits a POU to determine that conditions beyond the control of the POU existed and delay compliance to future years.[1]
Cost-Limitation Implementation	Allows for limits on the costs associated with procuring renewable energy to prevent disproportionate rate impacts.

[1] The Procurement Plan provides more detail on the types of delays and the measures that must be taken by BWP in connection to them.

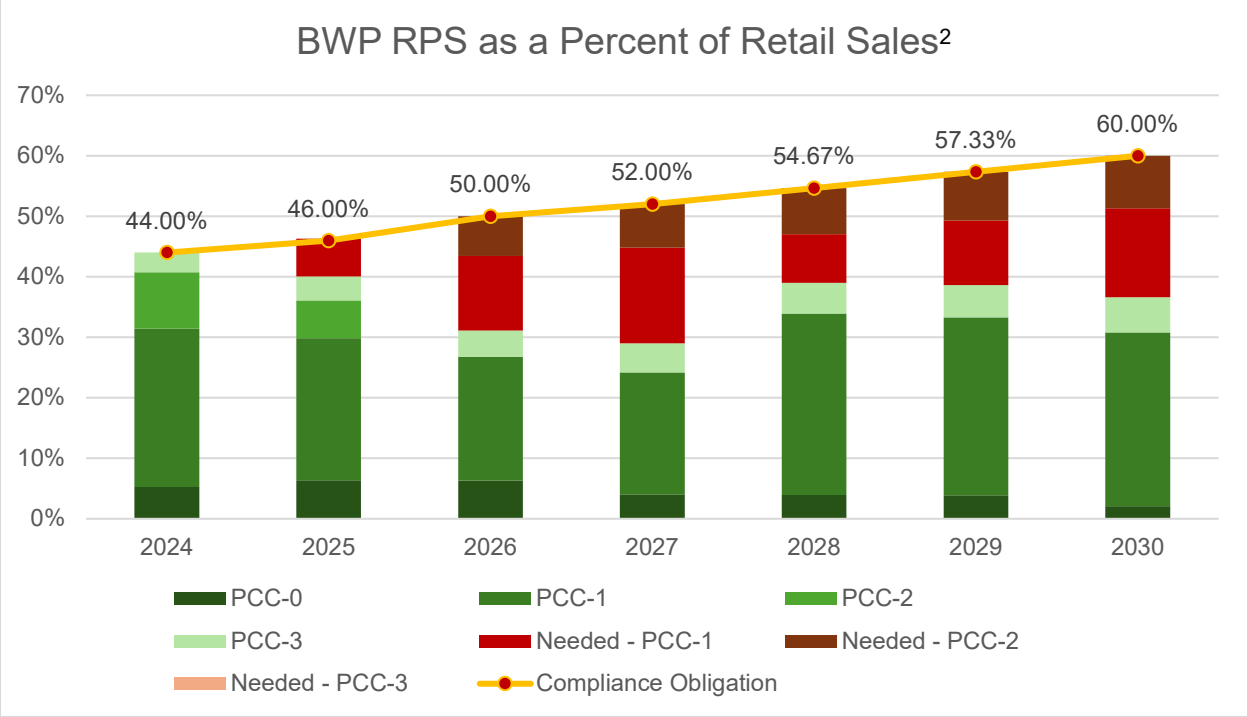
Portfolio Balance Requirement Reduction	Allows for the reduction of the portfolio balance requirement for Portfolio Content Category 1 (limited to 15%).
Excess Procurement Banking	Allows for procurement of renewable energy beyond what is required in one period to apply in a later period.

In December 2024, the CEC issued a regulatory advisory reminding publicly owned utilities of the availability of optional compliance measures where circumstances beyond a utility's reasonable control affect the ability to satisfy the LTR. The CEC also stated that it was prudent to have these OCMs in place prior to the end of the Compliance Period (CP) in case they are needed. The end of CP5 is December 31, 2027. The advisory further emphasizes that utilities are expected to continue making reasonable, good-faith efforts to meet all RPS obligations.

The updated Procurement Plan clarifies these provisions and the Council's authority to implement them, when necessary, while requiring continued documentation of good-faith procurement efforts.

Overall, Version 4 of the Procurement Plan reflects BWP's continued progress toward SB 100 compliance while recognizing current renewable procurement constraints and market conditions. The updates maintain a clear compliance framework, preserve procurement flexibility, and support BWP's ongoing efforts to secure long-term renewable resources while protecting ratepayers from disproportionate cost impacts.

Portfolio Status and Compliance Tracking
RPS Compliance Projection Through 2030



Application of Equation for the Cost Limitation

To apply the cost limitation provisions under PUC §399.15(b)(5)–(7), BWP evaluates when renewable project-related costs place upward pressure beyond CPI. This gives the Council the discretion to not proceed with the project, and it deems BWP's progress to this point toward RPS as meeting regulatory obligations.

In application, BWP uses the Fiscal Year (FY) 2024-25 Retail Power Supply, including Transmission Expenses, multiplied by the CPI for that year. The combined output of the FY 2024-25 and CPI becomes a benchmark for determining an acceptable rate impact for adding a potential project. After adding the cost of a potential new project to the FY 2024-25 Budget, a project value is calculated, the benchmark is then compared to the new project value. If the result is above the benchmark, the General Manager would notify the Council with a recommendation not to pursue the project, deem our progress towards meeting state mandates acceptable, and thereby protect the City from any penalties that could be assessed by the California Energy Commission for not meeting the RPS targets. However, the Council will still have the discretion to pursue the project if they choose to do so.

ENVIRONMENTAL REVIEW

The adoption of updates to the Procurement Plan is not considered a "project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section

[2] The table is subject to change based on ongoing procurement efforts. The table reflects the most up-to-date information as of April 2026.

§15378 and therefore does not require environmental review.

FISCAL IMPACT

There is no immediate fiscal impact associated with the adoption of the updated Procurement Plan. The cost-limitation framework provides a mechanism to evaluate and mitigate future financial risks associated with renewable procurement. Adopting the updated Procurement Plan will give Council future authority to accept BWP's achievement towards meeting RPS obligations as acceptable, should it be necessary, and avoid penalties of $150 per megawatt-hour or approximately $110,000,000 that the CEC could assess. In the event of a delay of timely compliance, the OCMs will protect the City and its ratepayers from possible penalties assessed by the CEC.

CONCLUSION

Staff anticipates continued progress toward SB 100 compliance but recognizes procurement challenges in the near term due to market conditions and project development timelines. Version 4 of the Procurement Plan provides updated compliance planning, clarifies OCMs, and establishes a cost-limitation evaluation framework to guide procurement decisions.

Adoption of these updates ensures BWP continues operating within the RPS compliance framework while maintaining flexibility to manage procurement risk and protect ratepayers from disproportionate cost impacts.

Staff recommends that the Council adopt a resolution approving the updates to the Renewable Energy Resources Procurement Plan and Enforcement Program (Version 4) and incorporates OCMs available under California's Renewable Portfolio Standards Program.

ATTACHMENTS

Attachment 1 – Resolution

Attachment 2 – Renewable Energy Resources Procurement Plan and Enforcement Program (Version 4)

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING UPDATES TO THE RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN AND ENFORCEMENT PROGRAM (VERSION 4) AND INCORPORATING OPTIONAL COMPLIANCE MEASURES AVAILABLE UNDER CALIFORNIA'S RENEWABLE PORTFOLIO STANDARD (RPS) PROGRAM

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The California's Renewables Portfolio Standard (RPS) program, established in 2002 and strengthened through Senate Bill 100, requires publicly owned electric utilities to increase procurement of eligible renewable energy resources to 60 percent by 2030 and to achieve 100 percent zero-carbon electricity by 2045; and

B. The Renewable Energy Resources Procurement Plan and Enforcement Program describes the RPS regulatory requirements, the utility's strategy for achieving renewable procurement targets, and the administrative processes for ensuring compliance with RPS requirements; and

C. City of Burbank has implemented and periodically updated these documents since 2011 in accordance with California Energy Commission (CEC) RPS regulations; and

D. Version 4 of the Renewable Energy Resources Procurement Plan and Enforcement Program updates BWP's compliance planning through 2030, clarifies Optional Compliance Measures available under California Energy Commission regulations, and incorporates a cost-limitation evaluation framework designed to protect ratepayers from disproportionate rate impacts associated with renewable procurement; and

E. Burbank Water and Power (BWP) has reported compliance with all RPS obligations through Compliance Period 4 (2021–2024), which is currently undergoing California Energy Commission verification and continues to pursue renewable procurement to meet future compliance obligations; and

F. Current market conditions, project development timelines and availability, transmission constraints, and renewable energy credit market volatility may affect BWP's ability to meet certain near-term procurement requirements despite continued good-faith procurement efforts;

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City Council approves and adopts Version 4 of Burbank Water and

Power's Renewable Energy Resources Procurement Plan and Enforcement Program (attached as Exhibit A).

2. The City Council acknowledges and incorporates the Optional Compliance Measures available under California Public Utilities Code section 399.15 and the California Energy Commission's Renewable Portfolio Standard Enforcement Regulations, including cost-limitation provisions and delay of timely compliance when conditions beyond the utility's reasonable control affect procurement outcomes.

3. Burbank Water and Power is authorized to continue pursuing renewable procurement opportunities, monitor compliance status, and document reasonable procurement efforts consistent with CEC regulations and the adopted Procurement Plan.

4. Burbank Water and Power shall report its RPS compliance status and procurement activities to the City Council through public meetings and required regulatory filings.

PASSED AND ADOPTED this ____ day of May, 2026

_____
Tamala Takahashi
Mayor

Attest:

Approved as to Form:
Office of the City Attorney

_____
Kimberley Clark, City Clerk

By: _____
Christopher Chwang
Senior Assistant City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ___ day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

BURBANK WATER AND POWER

RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN & ENFORCEMENT PROGRAM (VERSION 4)

MAY 2026

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PURPOSE

To fulfill unmet long-term generation resource needs, each publicly owned electric utility (POU) governing board must adopt and implement a renewable energy resources procurement plan pursuant to § 399.30 of the Public Utilities Code (PUC) that implements a 60% renewable resource procurement target by December 31, 2030 as required by Senate Bill 100 (SB 100), passed into law on September 10, 2018.

The regulations related to the procurement of renewable resources for local publicly owned electric utilities are established in Article 16 (commencing with section 399.11) of Chapter 2.3 of Part 1 of Division 1 of the PUC. The California Energy Commission (CEC) establishes the regulatory procedures for publicly owned utilities in conformance with the requirements in the PUC.

Effective as of the date of adoption (the “Effective Date”), this document supplants and replaces, in whole, Burbank’s October 2012 Renewable Energy Resources

Procurement Plan and Enforcement Program (Procurement Plan) to procure 33% of eligible renewable resources by December 31, 2020, by restating it to continue procurement of eligible renewable resources to at least 60% of the electric utility's annual retail sales by December 31, 2030, and to remain at or greater than 60%, post 2030.

TARGET QUANTITIES OF RENEWABLE ENERGY RESOURCES

Consistent with § 399.15 of the PUC, Burbank Water and Power (BWP) shall continue procurement of eligible renewable resources consistent with the requirements in order to achieve a sustained level of 60% of its annual retail energy sales by December 31, 2030. Energy from eligible renewable sources will be procured to meet the following targets at the end of the indicated compliance periods, while attempting to achieve reasonable progress during intervening years within such compliance period.

- **Compliance Period 5 -** January 1, 2025 - December 31, 2027. BWP is expected to procure and retire eligible renewable energy products within the period sufficient to meet the sum of 46% of its 2025 retail sales, 50% of its 2026 retail sales, and 52% of its 2027 retail sales.

- **Compliance Period 6 -** January 1, 2028 - December 31, 2030. BWP is expected to procure and retire eligible renewable energy products within the period sufficient to meet the sum of 54.67% of its 2028 retail sales, 57.33% of its 2029 retail sales, and 60% of its 2030 retail sales.

- **Compliance Periods 7** and beyond are three years in duration. BWP is expected to maintain procurement and retirement of eligible renewable energy products within each additional period sufficient to meet an average of 60% or greater of its retail sales in each compliance period as required by law.

Consistent with regulations, BWP is not required to demonstrate a specific quantity of procurement in any of the individual years within the compliance period between 2021 up to and including 2030. However, BWP must demonstrate procurement equal to the compliance period target, which is an average for all years in the compliance period. BWP will submit its annual and compliance period compliance reports, as required by the California Energy Commission (CEC).

For purposes of this document, the term "retail sales" has the same meaning as defined in Section 3201(ii) of the California Code of Regulations (Cal. Code Regs., tit. 20, § 3201) in effect as of the date of adoption. As defined therein, retail sales means sales of electricity by a publicly-owned utility to end-use customers and their tenants, measured in MWh and may exclude from its total retail sales the kilowatt-hours generated by an eligible renewable energy resource that is credited to sales to customers taking service under a voluntary green pricing program such as the optional

renewable energy option or any shared renewable generation program. Sales to retail customers taking Direct Access service, energy consumption by BWP, electricity used by BWP for water pumping, and electricity produced for onsite consumption under (self-generation) as well as wholesale energy, that was not sold to the customer by BWP, shall not be included in this definition of retail sales.

For a customer participating in optional renewable energy programs or any shared renewable generation project, if the renewable energy is excluded from the calculation of retail sales, the Portfolio Content Category ("PCC") 1 Renewable Energy Credits ("RECs") associated with the electricity credited to such customer under the program will not be used by BWP for compliance with state mandated Renewable Portfolio Standards (RPS) procurement requirements. The RECs will be retired on behalf of the participating customer, and may not be further sold, transferred, or otherwise monetized for any purpose. To the extent possible, the electricity products excluded from retail sales will be procured by BWP from eligible renewable energy resources that are located in close proximity to BWP service territory.

ELIGIBLE RENEWABLE ENERGY RESOURCES

Renewable energy resources procured to comply with this Procurement Plan can be located anywhere along the high-voltage interconnected transmission systems known together as the Western Interconnection and shall meet the requirements defined in the Renewable Portfolio Standard Eligibility Commission Guidebook (Guidebook) published by the CEC in effect at the time the resource was procured. As of December 19, 2025, the Guidebook is in its Tenth Edition.

In general, renewable energy resources allowed are from carbon neutral, and carbon free resources. The following types are examples of what constitute "eligible" resources: biomass, biomethane, solar thermal, solar photovoltaic, wind, geothermal, fuel cells using renewable fuels, low impact small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, or renewable distributed generation on the customer side of the meter. This does not include large hydro (greater than 30 MW) or nuclear energy.

CURRENT RENEWABLE RESOURCES AND PROGRESS TO SB 100 TARGET

Burbank has a diverse portfolio of long-term renewable energy resources consisting of solar, wind, geothermal, and hydro energy generation, as shown in the Long-Term and Short-Term Contract Resources tables below. The last contract BWP executed was in 2025 with Milford Solar Phase II, LLC., (40 MW) which is set to come online prior to December 31, 2027. The majority of these contracts were done with the assistance of the Southern California Public Power Authority (SCPPA) and partnering with other SCPPA-affiliated public utilities.

Long Term Contract Resources					
Contract Name	PCC	Capacity	Annual REC	Contract Term Progress (as of 2026)	Projected RPS %
Ameresco	PCC 0	1.7 MW	~5,000	2010 | ■■■■■■ | 2029	~0.5%
Copper Mountain Solar 3	PCC 1	40 MW	97,000	2012 | ■■■■ | 2033	9.1%
Desert Harvest Solar	PCC 1	22 MW	48,180	2020 | ■ | 2045	4.5%
Don A. Campbell	PCC 1	2.5 MW	22,307	2013 | ■■■■ | 2032	2.1%
Milford Solar Phase I	PCC 0	10 MW	19,000	2009 | ■■■■■■ | 2028	1.8%
Milford Solar Phase II*	PCC 1	40 MW	108,225	2028 | | 2058	10.2%
Pebble Springs Wind	PCC 0	10 MW	22,608	2009 | ■■■■■■■ | 2027	2.2%
Powerex	PCC 1	25 MW	20,000	2022 | ■■ | 2032	1.9%
Tieton Hydro	PCC 0	6.9 MW	21,000	2009 – N/A***	2.1%
Tule Hydro**	PCC 1	6.4 MW	22,300	2025 | | 2039	2.1%
3Degree's #1	PCC 3	-	35,000	2024 | ■ | 2033	3.3%
3Degree's #2	PCC 3	-	35,000	2024 | ■ | 2033	3.3%
Valley Pumping Hydro	PCC 0	150 kW	804	2002 – N/A***	0.1%
Burbank Landfill	PCC 0	550 kW	800	2005 – N/A***	0.1%
Utility Solar	PCC 0	231 kW	360	2012 – N/A***	
Customer Solar	PCC 3	1.1 MW	1689	2011 – N/A***	0.2%

**Milford Solar II's guaranteed commercial operation date December 31, 2027.*
***Tule Hydro generation operations commenced February 2025*
**** Resources listed with an end date of "N/A" represent BWP-owned generation resources or REC/attribute programs without a defined termination date. For example, Tieton Hydro is a BWP-owned generation resource, while Customer Solar reflects PCC 3 attributes retained by BWP rather than contracted energy. These resources are treated as long-term supply for planning and compliance purposes.*

Short Term Contract Resources*					
Contract Name	PCC	Capacity	Annual REC	Contract Length (as of 2026)	RPS %
Deal #1	PCC 1	-	23,500	3 years / 2022 – 25	2.3%
Deal #2	PCC 2	-	23,500	3 years / 2022 – 25	2.3%
Deal #3	PCC 3	-	9,500	3 years / 2022 – 25	1%
Deal #4	PCC 1	-	20,000	1 year / 2025	2%
Deal #5	PCC 2	-	~40,000	2 years / 2024 – 25	4.25%

**Note: REC + Index refers to paying a set REC price plus market price for the energy.*

The chart below provides BWP's progress towards compliance with SB 100. BWP plans to procure at least two additional long-term contracts by the end of 2030. BWP will also seek to secure PCC 2 and PCC 3 (defined below), on an annual basis, in order to mitigate costs of complying with RPS mandates.

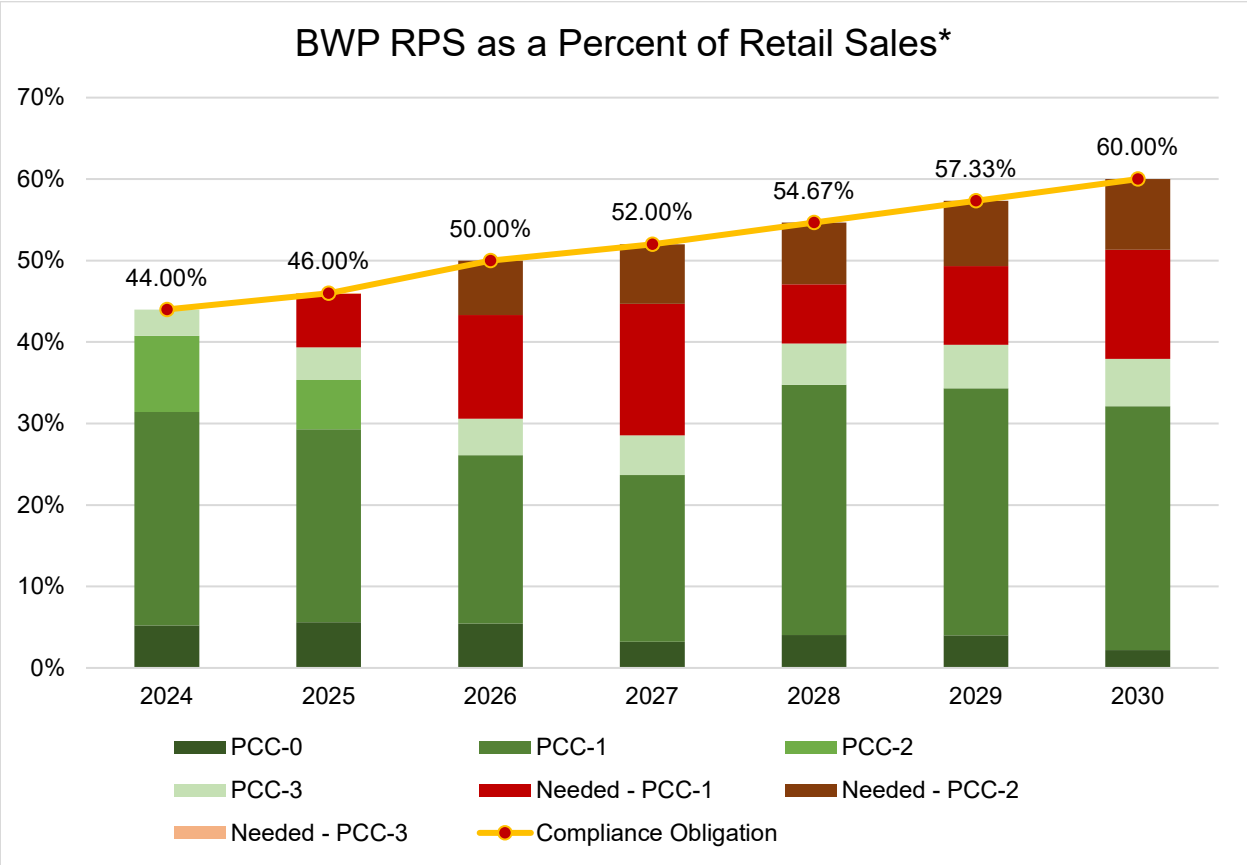


**Table subject to change based on ongoing procurement efforts. Updated as of April 2026.*

RENEWABLE PORTFOLIO REQUIREMENTS

- **PCC 1 – Directly Scheduled:** A REC associated with a certified renewable resource and the energy from the same resource, bundled together and procured from the eligible renewable energy source. The eligible renewable energy resource must have a first point of interconnection with a California balancing authority or be scheduled into a California balancing authority without substituting electricity from another source.

- **PCC 2 – Firmed and Shaped:** A REC associated with the energy from a certified renewable resource, that was generated in the past and is bundled together with the energy from another resource, procured at the same time, in real-time.

- **PCC 3 – Unbundled RECs:** A REC associated with the energy from a certified renewable energy resource, purchased without associated energy. In this case the REC is unbundled from the energy and sold separately.

- **PCC 0 – Count in Full:** This refers to resources procured prior to June 1, 2010. These resources were under contract before the formal RPS regulations took effect and are considered “grandfathered.” The total RPS requirement

(the % of retail sales that needs to be renewable), minus the PCC 0 resources that count in full, will result in a "Net" RPS Requirement, against which the other PCC requirements will apply (Net Procurement Requirement).

Example of how a PCC 0 resource impacts the Net Procurement Requirement:

- Using the following information for a given calendar year:

Description	**Numerical Example**
Retail Sales	100 Gigawatt hours (GWh)
PCC0	25 GWh
RPS % Requirement	50%
Total GWh of PCC 1-3 RPS:	$\big((100\ GWh\ Retail) \times 0.5\%\big) - 25\ GWh\ PCC\ 0 = \ 25 GWh$ PCC 1-3 requirements apply to the remainder of the 25 GWh, based on 50% RPS. Remaining RPS Needs = 25 GWh; which must meet the PCC rules: • PCC 1 - not less than 75% • PCC 2 - not more than 25% (assuming not using 10% PCC 3) • PCC 3 - not more than 10%

Consistent with §399.13, RPS rules require that at least 65% of the procurement applied towards any compliance period after January 1, 2021, shall be from contracts of 10 or more years in duration or through ownership agreements for the renewable energy resource. This Long-Term Procurement Requirement (LTR) is discussed in detail under the CEC RPS Enforcement Regulations, titled "Modification of Regulations Specifying Enforcement Procedures for the Renewable Portfolio Standard for Local Publicly Owned Electric Utilities," which went into effect on July 12, 2021.

Consistent with the limits provided for in §399.16(c), the amount of renewable energy from each PCC that BWP can apply in each compliance period is as follows:

- PCC 1 - not less than 75%
- PCC 2 - not more than 25% (if no PCC 3 are used)
- PCC 3 - not more than 10%

Together, these thresholds ensure that the majority of renewable energy procured by BWP is sourced from long-term, bundled renewable contracts, supporting both grid reliability and California's long-term decarbonization targets. The table below consolidates all RPS procurement requirements for upcoming compliance periods, providing a clear reference framework for planning and compliance tracking.

Burbank Water and Power
California Energy Commission RPS Procurement Requirements
by Calendar Year

California RPS Mandatory Procurement Requirement	Compliance Period 5	Compliance Period 6	Compliance Period 7+
	1/1/2025 - 12/31/2027	1/1/2028 - 12/31/2030	3 calendar-year blocks
	52% by 1 2/31/2027	60% RPS by 12/31/2030	60% RPS
PCC 1 Minimum	≥ 75% of Net Procurement Requirement		
PCC 2 Maximum	≤ 25% of Net Procurement Requirement		
PCC 3 Maximum	≤ 10% of Net Procurement Requirement		
LTR	At least 65% of all RPS contracts must be long-term in duration (at least 10 years in duration)		

BWP PROCUREMENT PROCESS

BWP solicits many of its long-term renewable resources through open Requests for Proposals (RFPs) conducted by its joint-powers authority, SCPPA. This allows BWP (and other SCPPA members) to purchase the outputs of portions of multiple diverse projects and gain economies of scale, rather than limit the projects they can participate in due to the comparatively small demand of most individual utilities. BWP also conducts its own competitive solicitations to procure additional renewable energy resources, both short-term and long-term.

BWP is part of the Los Angeles Balancing Authority Area and our access to transmission is limited. Since new transmission has a very long lead time and developed by agencies like LADWP, BWP aims to secure a majority of its renewable contracts, where transmission is already available and already contracted for, to be able to deliver the energy to its customers. BWP will secure resources in diverse locations, with variable term lengths and ultimately, on a least-cost and best-fit basis.

BWP will try to meet its outstanding RPS procurement with a combination of baseload and peaking renewable resources. BWP will also seek products with energy pricing tied to electricity market indices, as well as fixed-priced. The SCPPA RFPs are considered an open and “rolling” solicitation, generally issued in January and July, annually. The SCPPA RFPs solicit proposals for power purchase agreements with and without ownership options and invite energy storage and other innovative renewable proposals. BWP initially screens prospective renewable resource proposals received through SCPPA and BWP directly with renewable project developers based on the levelized offer price ($/MWh) for resources with a project size and proposed delivery period that match BWP’s procurement targets and available transmission. For larger projects, BWP’s needs are too small to participate on its own, making joint participation with other SCPPA members desirable to be able to participate in a project and to obtain the best project economics and contract terms.

CITY COUNCIL DISCRETION AND OPTIONAL COMPLIANCE MEASURES

Pursuant to California Public Utilities Code section 399.30(d) and as provided under Section 3206 of the California Energy Commission’s RPS Enforcement Regulations, the Burbank City Council may adopt Optional Compliance Measures (OCMs) as part of this Procurement Plan.

These measures allow BWP to address circumstances beyond their reasonable control that may affect their ability to fully satisfy RPS procurement requirements while protecting retail ratepayers from unreasonable costs.

Any adoption of OCMs by City Council shall be considered and approved at a publicly noticed meeting. Within 30 days of adoption, BWP shall submit the adopted rules or rule revisions to the CEC, along with reports, analyses, findings, and other information relied upon by the City Council in adopting the rule or rule revision.

In December 2024, the CEC issued a regulatory advisory reminding publicly owned utilities of the availability of optional compliance measures where circumstances beyond a utility's reasonable control affect the ability to satisfy the LTR. The CEC also stated that it was prudent to have these OCMs in place prior to the end of the Compliance Period (CP) in case they are needed. The end of CP5 is December 31, 2027. The advisory further emphasizes that utilities are expected to continue making reasonable, good-faith efforts to meet all RPS obligations.

Consistent with this guidance, BWP includes the optional compliance measures described below while continuing to make reasonable, good-faith efforts to procure eligible renewable energy resources and meet all RPS obligations. Circumstances such as interconnection queue delays, transmission constraints, permitting timelines, and renewable development risks may affect the timing and availability of eligible renewable energy resources and are consistent with the types of conditions contemplated under Section 3206(a)(2).

A. Excess Procurement

Pursuant to Public Utilities Code section 399.30(d) and Section 3206(a)(1) of the RPS Enforcement Regulations, BWP may apply excess renewable procurement accrued in one compliance period toward a subsequent compliance period subject to the following conditions:

i. Excess procurement may be accrued only if BWP has applied sufficient electricity products to satisfy its RPS procurement requirements for the compliance period. A POU that applies an optional compliance measure described in Section 3206(a)(2) through (4) to satisfy its RPS procurement requirements may not accrue excess procurement for that compliance period.

ii. Excess procurement accrual will be subject to the following limitations for compliance periods beginning January 1, 2011 through December 31, 2020:

    a. Electricity products that meet the criteria of Section 3202(a)(1) or Section 3202(a)(3), and are classified in Portfolio Content Category 3, may not be accrued as excess procurement.

    b. Electricity products that meet the criteria of Section 3202(a)(1) and that exceed the maximum limit for Portfolio Content Category 3 for the

compliance period, as specified in Section 3204(c), must be subtracted from the calculation of accrued excess procurement.

c. Electricity products procured under contracts of less than ten years in duration shall be subtracted from the calculation of accrued excess procurement unless the electricity product meets the criteria in Section 3202(a)(2).

iii. Excess procurement accrual will be subject to the following limitations for compliance periods beginning January 1, 2021 and thereafter:

a. Electricity products that meet the criteria of Section 3202(a)(1) or Section 3202(a)(3) and are classified in Portfolio Content Category 2 or Portfolio Content Category 3 may not be accrued as excess procurement.

b. Electricity products that exceed the maximum limit for Portfolio Content Category 3 for the compliance period, as specified in Section 3204(c), must be subtracted from the calculation of accrued excess procurement.

iv. A POU that opts to allow the application of excess procurement as part of its renewable energy resources procurement plan or enforcement program may begin accruing excess procurement no earlier than January 1, 2011.

v. Electricity products accrued as excess procurement may be applied toward any future compliance periods subject to the limitations specified in the RPS Enforcement Regulations.

vi. Excess procurement accrued in a compliance period shall be calculated as follows for compliance periods beginning January 1, 2021:

$$Excess\ Procurement_x = EP_x - (RPS_x - B_x) - (S3_x + STC_x)$$

EP_x = Electricity products retired for compliance period x

RPS_x = The RPS procurement target calculated in section 3204 (a) for compliance period X or, if greater than the target, the amount of electricity products applied toward the target. This may include electricity products retired for compliance period X, excess procurement accrued in a prior compliance period, or historic carryover pursuant to section 3206 (a)(5), that the POU has applied toward the target
B_x = Any excess procurement accrued in a prior compliance period or historic carryover pursuant to section 3206 (a)(5) that the POU applied toward the RPS procurement target calculated in section 3204 (a) for compliance period X

$S3_x$ = Any remaining retired electricity products that meet the criteria of section 3202 (a)(1) or section 3202 (a)(3), and the definition of Portfolio Content Category

STC_x = Any remaining retired electricity products that meet the criteria of section 3202 (a)(1) or section 3202 (a)(3), and are associated with contracts less than 10 years in duration in accordance with section 3206 (a)(1)(C)4.

B. Delay of Timely Compliance

Pursuant to Public Utilities Code section 399.30(d)(2)(A) and section 399.15(b)(5) and section 3206(a)(2) of the RPS Guidelines, BWP shall adopt rules allowing it to determine that conditions beyond the control of BWP exist to delay timely compliance with RPS procurement requirements, as defined in section 3204.

BWP's adopted rules shall limit the determination to one or more of the causes for delay specified in section 3206(a)(2)(A)1. - 4. BWP's determination shall include information showing that it would have met its RPS procurement requirements but for the cause(s) of delay:

i. There is inadequate transmission capacity to allow sufficient electricity to be delivered from eligible renewable energy resources, or proposed eligible renewable energy resource projects, to the extent applicable, using the current operational protocols of the balancing authority in which BWP operates[1]. If BWP at the time of the determination owns transmission or has transmission rights, it shall include in its determination information showing how the inadequate transmission capacity delayed timely compliance and:

   a. That BWP has undertaken all reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations, to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources in light of its expectation for cost recovery.

   b. That BWP has taken all reasonable operational measures to maximize cost-effective purchases of electricity from eligible renewable energy resources in advance of transmission availability.

ii. Permitting, interconnection, or other circumstances have delayed procured eligible renewable energy resource projects, or there is an insufficient supply of eligible renewable energy resources available to BWP. BWP will include in its determination information showing how the permitting, interconnection, or other circumstances caused delayed projects or insufficient supply and that BWP:

[1] A publicly-owned utility that owns transmission or transmission rights must include in its determination information showing how inadequate transmission capacity delayed timely compliance and:

(i) It has undertaken all reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources, in light of its expectation for cost recovery.

(ii) It has taken all reasonable operational measures to maximize cost-effective purchases of electricity from eligible renewable energy resources in advance of transmission availability.

a. Prudently managed portfolio risks, including, but not limited to, holding solicitations for RPS-eligible resources with outreach to market participants and relying on a sufficient number of viable projects to achieve RPS procurement requirements.

b. Sought to develop either its own eligible renewable energy resources, transmission to interconnect to eligible renewable energy resources, or energy storage used to integrate eligible renewable energy resources.

c. If the cause for delay or insufficient supply was foreseeable, procured an appropriate minimum margin of procurement above the level necessary to comply with the RPS to compensate for foreseeable delays or insufficient supply. BWP's determination shall identify the minimum margin of procurement that BWP deemed appropriate to compensate for foreseeable delays or insufficient supply.

d. Taken reasonable measures to procure cost-effective distributed generation and allowable unbundled RECs.

iii. Unanticipated curtailment of eligible renewable energy resources, if the delay of timely compliance would not result in an increase in greenhouse gas emissions. BWP's determination shall include information showing that unanticipated curtailment of eligible renewable energy resources delayed timely compliance and did not result in an increase in greenhouse gas emissions.

iv. Unanticipated increase in retail sales due to "transportation electrification," as defined in Public Utilities Code section 237.5. BWP's determination shall include information showing that it considered the following:

a. Whether transportation electrification significantly exceeded forecasts in BWP's service territory based on the best and most recently available information available to it. Transportation electrification forecasts may include, but are not limited to, information filed with the State Air Resources Board, the Commission, or another state agency, forecasts in BWP's integrated resource plan developed pursuant to Public Utilities Code section 9621, or other forecasts developed or approved by BWP.

b. Whether BWP has taken reasonable measures to procure sufficient resources to account for unanticipated increases in retail sales due to transportation electrification.

Pursuant to Public Utilities Code section 399.15(b)(9) and section 3204(e) of the RPS Guidelines, in no event shall a deficit associated with the compliance period be added to a future compliance period.

If BWP approves a delay in compliance for a particular compliance period, BWP shall provide a compliance plan within 3 months that identifies actions to ensure future procurement requirements are satisfied.

C. Cost Limitations

Pursuant to Public Utilities Code Section §399.30(d) and 399.15(c) and Section 3206(a)(3) of the California Code of Regulations (Cal. Code Regs., tit. 20, § 3206), the City Council may adopt rules establishing cost limitation on procurement expenditures used to comply RPS procurement requirements.

i. Adopted cost limitation rules shall be set at a level determined by the City Council to prevent disproportionate rate impacts.

ii. When applying procurement expenditures under an adopted cost limitation rule, BWP shall apply only those types of procurement expenditures permitted under the adopted rule.

iii. Adopted cost limitation rules shall include planned actions to be taken in the event the projected cost of meeting RPS procurement requirements exceeds the cost limitation.

Such actions may include refraining from entering into new contracts or constructing facilities for eligible renewable energy resources beyond the quantity that can be procured within the cost limitation.

D. Portfolio Balance Requirements Reduction

Pursuant to Public Utilities Code section 399.16(e) and Section 3206(a)(4) of the RPS Enforcement Regulations, the Burbank City Council may adopt rules that allow for the reduction of the PCC 1 portfolio balance requirement for a specific compliance period.

i. The need to reduce the portfolio balance requirement for PCC 1 must result from conditions beyond the control of BWP as provided in Section 3206(a)(2).

ii. A reduction of the PCC 1 portfolio balance requirement below 65 percent for any compliance period after December 31, 2016 will not be considered consistent with Public Utilities Code section 399.16(e).

iii. A POU that reduces its portfolio balance requirement for PCC 1 must adopt the change at a publicly noticed meeting and include this information in an updated renewable energy resources procurement plan submitted to the Commission.

The notice and procurement plan must include:

a. The compliance period for which the reduction may be adopted.

b. The level to which the PCC 1 requirement has been reduced.

c. An explanation of how the reduction resulted from conditions beyond the control of the utility.

E. Invoking Optional Compliance Measures

BWP may invoke the optional compliance measures described in this section when circumstances beyond its reasonable control affect its ability to satisfy RPS procurement requirements.

If BWP invokes an optional compliance measure, BWP shall identify the applicable measure in its RPS compliance filings submitted to the California Energy Commission, along with documentation describing the circumstances necessitating the measure and the actions taken to mitigate the impact.

OPTIONAL COMPLIANCE MEASURES – MEASUREMENT AND TRIGGERS

Cost Limitations

The City Council may adopt a cost limitation pursuant to PUC Section 399.30(d) and §399.15(b)(5)–(7)[1] to safeguard BWP customers from disproportionate rate impacts associated with renewable procurement. This cost limitation is intended to reflect current market conditions and address any disproportionate rate impacts to customers.

The cost limitation analysis is calculated based on the most recent Power Supply budget forecast and considers projected procurement costs (including transmission, battery storage and other related costs necessary to deliver the energy to the customers) relative to the FY 2024/2025 adopted budget as the Base Year. This analysis includes factors such as energy and REC market pricing trends, the projected compliance position for the applicable compliance period, and any potential long-term contracts under consideration.

If compliance costs are determined to exceed reasonable thresholds, the City Council, retains the authority to implement a cost limitation. Implementation of a cost limitation may result in the temporary deferral of RPS procurement or other compliance actions, ensuring that long-term RPS compliance is achieved in a prudent and financially responsible manner. BWP shall document all efforts taken to achieve compliance prior to invoking a cost limitation and report such actions in its RPS compliance filing to the CEC.

Definitions

i. **Total Net Power Supply Costs (TNPSC)** - The summation of resource, transmission and LADWP Balancing Authority (BA) costs required to meet retail sales and includes renewable energy costs to meet s RPS goals. These costs are calculated annually on a fiscal year basis.

[1] Section 399.30(d) provides that cost limitations for procurement expenditures must be consistent with subdivision 399.15(c). For purposes of Section 399.15, references to “commission” shall refer to the City Council, and references to the “electric corporation” shall refer to Burbank Water and Power, as a department of the City of Burbank.

ii. **Total Cost of Procurement for the RPS** - The total annual incremental FY cost to procure renewable resources to meet RPS compliance above the cost of FY2024/2025 Power Supply Budget. Total Cost of Procurement for the RPS also includes the expected cost of building, owning, delivering and/or operating eligible renewable resources.

iii. **Retail Power Supply & Transmission Expenses (Retail PS&TE) –** The summation of this includes all power, fuel, and transmission to related costs to serve retail customer energy needs.

Consumer Price Index (CPI) Benchmark for Cost Limitation Evaluation

For purposes of evaluating potential disproportionate rate impacts associated with RPS procurement, the BWP shall benchmark the increase in costs against the Consumer Price Index (CPI). The CPI provides a transparent, publicly available measure of inflation that reflects change in general price levels affecting customers in the Los Angeles metropolitan area.

The CPI used for this analysis shall be the Consumer Price Index for All Urban Consumers (CPI), All Items, Los Angeles metropolitan area, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (BLS). The applicable CPI benchmark shall be based on the annual percentage change in the CPI over the prior twelve month (12)-month period, consistent with BWP's CPI adjustment methodology.

The FY 2024/2025 Power Supply Budget is designated as the Base Year for the cost limitation analysis. Using this Base Year, BWP will calculate the budgeted all-in Retail PS&TE for energy delivered on a $/kWh (or $/MWh) basis by dividing total Retail PS&TE plus transmission cost by the budgeted Retail Sales. Each incremental RPS procurement decision will be layered in the Retail PS&TE and the impact on potential cost increases will be evaluated as a percentage relative to CPI.

A result showing an increase in Retail PS&TE costs on a $/kWh basis that exceeds CPI growth relative to the Base Year shall be considered indicative of a disproportionate rate impact under PUC §399.15(b)(5)–(7), and BWP will provide a recommendation to its Board and City Council to trigger the OCM based on cost limitations.

For purposes of this analysis, the CPI benchmark shall reflect the annual percentage change in the CPI over the prior twelve (12) month period, as published by the BLS. If the CPI change is equal to zero (0) or negative, no adjustment shall be applied for purposes of evaluating cost limitation thresholds. If the CPI change is positive, the percentage change shall be converted to a multiplier by dividing the percentage by 100 and adding one (1.000), consistent with the CPI adjustment methodology used by the BWP.

Establishment of Threshold for Disproportionate Rate Impacts

BWP has established a quantitative threshold to determine when RPS procurement cost may result in a disproportionate rate impact to BWP customers. Using the Base

Year, a disproportionate rate impact is deemed to occur when the percentage increase in TNPSC, expressed on a per-kilowatt-hour ($/kWh) basis and attributable to RPS procurement, exceeds the applicable CPI benchmark.

For reference purposes, CPI values shall be updated annually using publicly available BLS data. The CPI benchmark and its applicability shall be reassessed during each annual budget cycle, or when evaluating new renewable procurement opportunities intended to support compliance with the 60 percent RPS target by 2030, consistent with the objectives of SB 100.

Trigger for City Council Notification

BWP shall notify the City Council if any of the following conditions occur:

- Total Cost of Procurement to meet RPS compliance activities in the current fiscal year exceeds the FY 2024/2025 TMPSC by more than the CPI benchmark; or
- BWP's updated budget forecast indicates that projected costs will exceed the established CPI based threshold in the following fiscal year; or
- A PPA is being considered and is expected to cause a cost increase that exceeds the CPI benchmark.

BWP shall prepare an analysis and recommendation for review by the BWP Board and City Council.

Establishment of Base Fiscal Year

The FY 2024/2025 Power Supply Budget is designated as the Base Year for cost limitation analysis. Using this fiscal year ensures that all future comparisons are anchored to a City Council adopted Power Supply Budget and rate structure, providing a transparent and publicly reviewed financial baseline.

The FY 2024/2025 budget reflects BWPs current resource portfolio, operating cost assumption, and approved procurement plan, including renewable procurement necessary to maintain progress toward SB 100 compliance goals.

The FY 2024/2025 budget reflects BWP's current resource portfolio, operating cost assumptions, and approved procurement plan, including renewable procurement necessary to maintain progress toward SB 100 compliance targets. Because this budget represents BWP's most recently adopted and fully implemented financial plan, it provides a consistent reference point for evaluating incremental cost impacts associated with additional RPS procurement.

Using the FY 2024/2025 Power Supply Budget as the Base Year allows BWP to evaluate future changes in Retail PS&TE costs on a $/kWh basis relative to an adopted baseline. This approach ensures that any determination of disproportionate rate impact is grounded in actual adopted cost structures and rate-setting decisions, consistent with BWP's financial planning practices and the cost-limitation provisions of the RPS regulations.

Equation for Cost Limitation

To apply the cost limitation provisions under PUC §399.15(b)(5)–(7), BWP evaluates when annual RPS procurement costs place disproportionate upward pressure on electric rates using the following benchmark:

Cost Limitation Benchmark, If:

Future Year Annual Retail PS&TE ($/kWh) > (1 + CPI) × FY 2024/2025 Retail PS&TE ($/kWh), then a disproportionate rate impact exists.

Future Year Annual Retail PS&TE is the future year where we are measuring the impact of potential RPS-related procurement to see if the Cost Limitation is triggered.

Process for Implementation of Cost Limitation

BWP continuously monitors its power supply expenditure and will advise the City Council at least annually of its TNPSC. When TNPSC expenditures approach or exceed the cost limitation threshold, BWP will follow the process below to notify the City Council and seek directions on further action:

i. BWP will advise City Council, via a memo or staff report, that the threshold for the cost limitation has been met and will recommend a course of action for City Council consideration,
ii. City Council, at its sole discretion, may choose to implement the cost limitation provision and direct BWP to pause or cease activities related to RPS compliance until the costs for complying with the RPS fall to a level that will not have a cost impact exceeding the Index,
iii. Through the direction provided by City Council, BWP will either (a) pause or cease its activities related to RPS compliance until the costs for complying fall below the Index, or (b) continue its RPS procurement and compliance efforts as instructed and implement the necessary rate increases.

BWP may recommend invocation of an optional compliance measure; however, adoption and implementation of any such measure remain solely within the discretion of the City Council.

If the City Council elects to implement the cost limitation provision, BWP may rely on applicable CEC RPS statutory flexibilities, as provided in the RPS regulations, including:

- Delay of Timely Compliance
- Use of Excess Procurement (Banking)
- Portfolio Balance Requirement Reduction

Any cost limitation adopted by the City Council is intended to be temporary and shall be reassessed periodically as market conditions and procurement costs evolve.

BWP RPS COMPLIANCE TO DATE AND PLANNED COMPLIANCE WITH LAW

Consistent with §399.15, occurrence of the following items, as well as others that are allowed under §399.15, are instances where City Council may delay timely procurement sufficient to reach 60% of retail sales by December 31, 2030 (or any interim target).

- Inadequate Transmission Capacity: BWP has limited transmission rights to market hubs and scheduling points within the Western Interconnection and cannot on its own finance the development of high-voltage transmission projects to new resource developments. Burbank's ability to access new eligible renewable energy resource developments across the Western United States are constrained. A delay may apply if BWP has inadequate transmission capacity despite taking reasonable measures under its control to develop or otherwise obtain transmission for potential eligible renewable energy resources.

- Permitting or Interconnection delays. Delays affecting the completion, interconnection or operating date of new eligible renewable power projects or result in an inadequate supply of such projects beyond the control of the utility.

- Unanticipated Curtailment or unforeseeable circumstances. Unexpected and sudden loss or reduction of supply from a resource.

- Unanticipated increase in retail sales due to transportation electrification. In the event that adoption of transportation electrification through 2030 greatly exceeds current load estimates, BWP may not be able to meet compliance period targets without disproportionate rate impacts.

ENFORCEMENT PROGRAM

The General Manager of Burbank Water and Power shall have the duty and responsibility of executing the Procurement Plan outlined above and ensuring that is done in full compliance with the law and any applicable regulations issued there under.

It is BWP's practice to discuss Burbank's renewable energy portfolio with the public during the annual budget meetings that take place with Burbank City Council and Utility Board. BWP shall maintain the practice of reporting on its renewable procurement progress during these public meetings.

The General Manager shall inform the City Council at a separate public meeting if they determine that BWP will not meet a procurement target set out above or doing so will result in rate increases exceeding CPI. The General Manager shall present a plan to bring the utility back into compliance at the same meeting for City Council's consideration for adoption.

VERSIONS

- VERSION 1: Initially Adopted – November 22, 2011

  - New mandate to comply with SBX12
- VERSION 2: Amended – October 30, 2012
  - Update on renewable energy contracts
- VERSION 3: Amended – December 14, 2021
  - Show compliance with SB 100
  - Incorporate RPS Regulations as approved on July 12, 2021
- VERSION 4: Amended – May 19, 2026
  - Incorporation of Cost Limitation Procedures & Compliance Update

BURBANK WATER AND POWER

RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN & ENFORCEMENT PROGRAM (VERSION 4)

MAY 2026

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PURPOSE

To fulfill unmet long-term generation resource needs, each publicly owned electric utility (POU) governing board must adopt and implement a renewable energy resources procurement plan pursuant to § 399.30 of the Public Utilities Code (PUC) that implements a 60% renewable resource procurement target by December 31, 2030 as required by Senate Bill 100 (SB 100), passed into law on September 10, 2018.

The regulations related to the procurement of renewable resources for local publicly owned electric utilities are established in Article 16 (commencing with section 399.11) of Chapter 2.3 of Part 1 of Division 1 of the PUC. The California Energy Commission (CEC) establishes the regulatory procedures for publicly owned utilities in conformance with the requirements in the PUC.

Effective as of the date of adoption (the “Effective Date”), this document supplants and replaces, in whole, Burbank’s October 2012 Renewable Energy Resources

Procurement Plan and Enforcement Program (Procurement Plan) to procure 33% of eligible renewable resources by December 31, 2020, by restating it to continue procurement of eligible renewable resources to at least 60% of the electric utility's annual retail sales by December 31, 2030, and to remain at or greater than 60%, post 2030.

TARGET QUANTITIES OF RENEWABLE ENERGY RESOURCES

Consistent with § 399.15 of the PUC, Burbank Water and Power (BWP) shall continue procurement of eligible renewable resources consistent with the requirements in order to achieve a sustained level of 60% of its annual retail energy sales by December 31, 2030. Energy from eligible renewable sources will be procured to meet the following targets at the end of the indicated compliance periods, while attempting to achieve reasonable progress during intervening years within such compliance period.

- **Compliance Period 5 -** January 1, 2025 - December 31, 2027. BWP is expected to procure and retire eligible renewable energy products within the period sufficient to meet the sum of 46% of its 2025 retail sales, 50% of its 2026 retail sales, and 52% of its 2027 retail sales.

- **Compliance Period 6 -** January 1, 2028 - December 31, 2030. BWP is expected to procure and retire eligible renewable energy products within the period sufficient to meet the sum of 54.67% of its 2028 retail sales, 57.33% of its 2029 retail sales, and 60% of its 2030 retail sales.

- **Compliance Periods 7** and beyond are three years in duration. BWP is expected to maintain procurement and retirement of eligible renewable energy products within each additional period sufficient to meet an average of 60% or greater of its retail sales in each compliance period as required by law.

Consistent with regulations, BWP is not required to demonstrate a specific quantity of procurement in any of the individual years within the compliance period between 2021 up to and including 2030. However, BWP must demonstrate procurement equal to the compliance period target, which is an average for all years in the compliance period. BWP will submit its annual and compliance period compliance reports, as required by the California Energy Commission (CEC).

For purposes of this document, the term "retail sales" has the same meaning as defined in Section 3201(ii) of the California Code of Regulations (Cal. Code Regs., tit. 20, § 3201) in effect as of the date of adoption. As defined therein, retail sales means sales of electricity by a publicly-owned utility to end-use customers and their tenants, measured in MWh and may exclude from its total retail sales the kilowatt-hours generated by an eligible renewable energy resource that is credited to sales to customers taking service under a voluntary green pricing program such as the optional

renewable energy option or any shared renewable generation program. Sales to retail customers taking Direct Access service, energy consumption by BWP, electricity used by BWP for water pumping, and electricity produced for onsite consumption under (self-generation) as well as wholesale energy, that was not sold to the customer by BWP, shall not be included in this definition of retail sales.

For a customer participating in optional renewable energy programs or any shared renewable generation project, if the renewable energy is excluded from the calculation of retail sales, the Portfolio Content Category ("PCC") 1 Renewable Energy Credits ("RECs") associated with the electricity credited to such customer under the program will not be used by BWP for compliance with state mandated Renewable Portfolio Standards (RPS) procurement requirements. The RECs will be retired on behalf of the participating customer, and may not be further sold, transferred, or otherwise monetized for any purpose. To the extent possible, the electricity products excluded from retail sales will be procured by BWP from eligible renewable energy resources that are located in close proximity to BWP service territory.

ELIGIBLE RENEWABLE ENERGY RESOURCES

Renewable energy resources procured to comply with this Procurement Plan can be located anywhere along the high-voltage interconnected transmission systems known together as the Western Interconnection and shall meet the requirements defined in the Renewable Portfolio Standard Eligibility Commission Guidebook (Guidebook) published by the CEC in effect at the time the resource was procured. As of December 19, 2025, the Guidebook is in its Tenth Edition.

In general, renewable energy resources allowed are from carbon neutral, and carbon free resources. The following types are examples of what constitute "eligible" resources: biomass, biomethane, solar thermal, solar photovoltaic, wind, geothermal, fuel cells using renewable fuels, low impact small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, or renewable distributed generation on the customer side of the meter. This does not include large hydro (greater than 30 MW) or nuclear energy.

CURRENT RENEWABLE RESOURCES AND PROGRESS TO SB 100 TARGET

Burbank has a diverse portfolio of long-term renewable energy resources consisting of solar, wind, geothermal, and hydro energy generation, as shown in the Long-Term and Short-Term Contract Resources tables below. The last contract BWP executed was in 2025 with Milford Solar Phase II, LLC., (40 MW) which is set to come online prior to December 31, 2027. The majority of these contracts were done with the assistance of the Southern California Public Power Authority (SCPPA) and partnering with other SCPPA-affiliated public utilities.

Long Term Contract Resources					
Contract Name	PCC	Capacity	Annual REC	Contract Term Progress (as of 2026)	Projected RPS %
Ameresco	PCC 0	1.7 MW	~5,000	2010 [redacted] 2029	~0.5%
Copper Mountain Solar 3	PCC 1	40 MW	97,000	2012 [redacted] 2033	9.1%
Desert Harvest Solar	PCC 1	22 MW	48,180	2020 [redacted] 2045	4.5%
Don A. Campbell	PCC 1	2.5 MW	22,307	2013 [redacted] 2032	2.1%
Milford Solar Phase I	PCC 0	10 MW	19,000	2009 [redacted] 2028	1.8%
Milford Solar Phase II*	PCC 1	40 MW	108,225	2028 [redacted] 2058	10.2%
Pebble Springs Wind	PCC 0	10 MW	22,608	2009 [redacted] 2027	2.2%
Powerex	PCC 1	25 MW	20,000	2022 [redacted] 2032	1.9%
Tieton Hydro	PCC 0	6.9 MW	21,000	2009 – N/A***	2.1%
Tule Hydro**	PCC 1	6.4 MW	22,300	2025 [redacted] 2039	2.1%
3Degree's #1	PCC 3	-	35,000	2024 [redacted] 2033	3.3%
3Degree's #2	PCC 3	-	35,000	2024 [redacted] 2033	3.3%
Valley Pumping Hydro	PCC 0	150 kW	804	2002 – N/A***	0.1%
Burbank Landfill	PCC 0	550 kW	800	2005 – N/A***	0.1%
Utility Solar	PCC 0	231 kW	360	2012 – N/A***	
Customer Solar	PCC 3	1.1 MW	1689	2011 – N/A***	0.2%

**Milford Solar II's guaranteed commercial operation date December 31, 2027.*
***Tule Hydro generation operations commenced February 2025*
**** Resources listed with an end date of "N/A" represent BWP-owned generation resources or REC/attribute programs without a defined termination date. For example, Tieton Hydro is a BWP-owned generation resource, while Customer Solar reflects PCC 3 attributes retained by BWP rather than contracted energy. These resources are treated as long-term supply for planning and compliance purposes.*

Short Term Contract Resources*					
Contract Name	PCC	Capacity	Annual REC	Contract Length (as of 2026)	RPS %
Deal #1	PCC 1	-	23,500	3 years / 2022 – 25	2.3%
Deal #2	PCC 2	-	23,500	3 years / 2022 – 25	2.3%
Deal #3	PCC 3	-	9,500	3 years / 2022 – 25	1%
Deal #4	PCC 1	-	20,000	1 year / 2025	2%
Deal #5	PCC 2	-	~40,000	2 years / 2024 – 25	4.25%

**Note: REC + Index refers to paying a set REC price plus market price for the energy.*

The chart below provides BWP's progress towards compliance with SB 100. BWP plans to procure at least two additional long-term contracts by the end of 2030. BWP will also seek to secure PCC 2 and PCC 3 (defined below), on an annual basis, in order to mitigate costs of complying with RPS mandates.

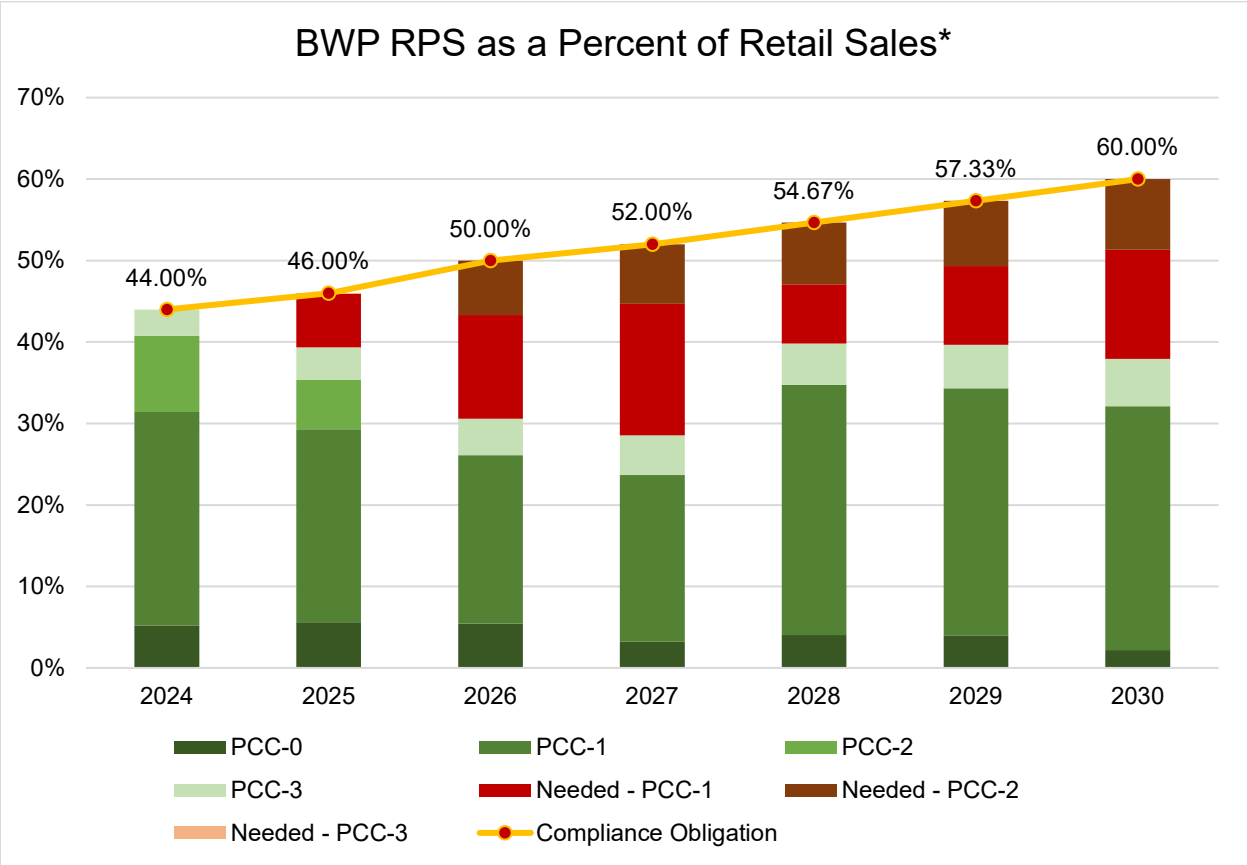


**Table subject to change based on ongoing procurement efforts. Updated as of April 2026.*

RENEWABLE PORTFOLIO REQUIREMENTS

- **PCC 1 – Directly Scheduled:** A REC associated with a certified renewable resource and the energy from the same resource, bundled together and procured from the eligible renewable energy source. The eligible renewable energy resource must have a first point of interconnection with a California balancing authority or be scheduled into a California balancing authority without substituting electricity from another source.

- **PCC 2 – Firmed and Shaped:** A REC associated with the energy from a certified renewable resource, that was generated in the past and is bundled together with the energy from another resource, procured at the same time, in real-time.

- **PCC 3 – Unbundled RECs:** A REC associated with the energy from a certified renewable energy resource, purchased without associated energy. In this case the REC is unbundled from the energy and sold separately.

- **PCC 0 – Count in Full:** This refers to resources procured prior to June 1, 2010. These resources were under contract before the formal RPS regulations took effect and are considered “grandfathered.” The total RPS requirement

(the % of retail sales that needs to be renewable), minus the PCC 0 resources that count in full, will result in a "Net" RPS Requirement, against which the other PCC requirements will apply (Net Procurement Requirement).

Example of how a PCC 0 resource impacts the Net Procurement Requirement:

- Using the following information for a given calendar year:

Description	**Numerical Example**
Retail Sales	100 Gigawatt hours (GWh)
PCC0	25 GWh
RPS % Requirement	50%
Total GWh of PCC 1-3 RPS:	$\big((100\ GWh\ Retail) \times 0.5\%\big) - 25\ GWh\ PCC\ 0 = \ 25 GWh$ PCC 1-3 requirements apply to the remainder of the 25 GWh, based on 50% RPS. Remaining RPS Needs = 25 GWh; which must meet the PCC rules: • PCC 1 - not less than 75% • PCC 2 - not more than 25% (assuming not using 10% PCC 3) • PCC 3 - not more than 10%

Consistent with §399.13, RPS rules require that at least 65% of the procurement applied towards any compliance period after January 1, 2021, shall be from contracts of 10 or more years in duration or through ownership agreements for the renewable energy resource. This Long-Term Procurement Requirement (LTR) is discussed in detail under the CEC RPS Enforcement Regulations, titled "Modification of Regulations Specifying Enforcement Procedures for the Renewable Portfolio Standard for Local Publicly Owned Electric Utilities," which went into effect on July 12, 2021.

Consistent with the limits provided for in §399.16(c), the amount of renewable energy from each PCC that BWP can apply in each compliance period is as follows:

- PCC 1 - not less than 75%
- PCC 2 - not more than 25% (if no PCC 3 are used)
- PCC 3 - not more than 10%

Together, these thresholds ensure that the majority of renewable energy procured by BWP is sourced from long-term, bundled renewable contracts, supporting both grid reliability and California's long-term decarbonization targets. The table below consolidates all RPS procurement requirements for upcoming compliance periods, providing a clear reference framework for planning and compliance tracking.

Burbank Water and Power
California Energy Commission RPS Procurement Requirements
by Calendar Year

California RPS Mandatory Procurement Requirement	Compliance Period 5	Compliance Period 6	Compliance Period 7+
	1/1/2025 - 12/31/2027	1/1/2028 - 12/31/2030	3 calendar-year blocks
	52% by 1 2/31/2027	60% RPS by 12/31/2030	60% RPS
PCC 1 Minimum	≥ 75% of Net Procurement Requirement		
PCC 2 Maximum	≤ 25% of Net Procurement Requirement		
PCC 3 Maximum	≤ 10% of Net Procurement Requirement		
LTR	At least 65% of all RPS contracts must be long-term in duration (at least 10 years in duration)		

BWP PROCUREMENT PROCESS

BWP solicits many of its long-term renewable resources through open Requests for Proposals (RFPs) conducted by its joint-powers authority, SCPPA. This allows BWP (and other SCPPA members) to purchase the outputs of portions of multiple diverse projects and gain economies of scale, rather than limit the projects they can participate in due to the comparatively small demand of most individual utilities. BWP also conducts its own competitive solicitations to procure additional renewable energy resources, both short-term and long-term.

BWP is part of the Los Angeles Balancing Authority Area and our access to transmission is limited. Since new transmission has a very long lead time and developed by agencies like LADWP, BWP aims to secure a majority of its renewable contracts, where transmission is already available and already contracted for, to be able to deliver the energy to its customers. BWP will secure resources in diverse locations, with variable term lengths and ultimately, on a least-cost and best-fit basis.

BWP will try to meet its outstanding RPS procurement with a combination of baseload and peaking renewable resources. BWP will also seek products with energy pricing tied to electricity market indices, as well as fixed-priced. The SCPPA RFPs are considered an open and “rolling” solicitation, generally issued in January and July, annually. The SCPPA RFPs solicit proposals for power purchase agreements with and without ownership options and invite energy storage and other innovative renewable proposals. BWP initially screens prospective renewable resource proposals received through SCPPA and BWP directly with renewable project developers based on the levelized offer price ($/MWh) for resources with a project size and proposed delivery period that match BWP’s procurement targets and available transmission. For larger projects, BWP’s needs are too small to participate on its own, making joint participation with other SCPPA members desirable to be able to participate in a project and to obtain the best project economics and contract terms.

CITY COUNCIL DISCRETION AND OPTIONAL COMPLIANCE MEASURES

Pursuant to California Public Utilities Code section 399.30(d) and as provided under Section 3206 of the California Energy Commission’s RPS Enforcement Regulations, the Burbank City Council may adopt Optional Compliance Measures (OCMs) as part of this Procurement Plan.

These measures allow BWP to address circumstances beyond their reasonable control that may affect their ability to fully satisfy RPS procurement requirements while protecting retail ratepayers from unreasonable costs.

Any adoption of OCMs by City Council shall be considered and approved at a publicly noticed meeting. Within 30 days of adoption, BWP shall submit the adopted rules or rule revisions to the CEC, along with reports, analyses, findings, and other information relied upon by the City Council in adopting the rule or rule revision.

In December 2024, the CEC issued a regulatory advisory reminding publicly owned utilities of the availability of optional compliance measures where circumstances beyond a utility's reasonable control affect the ability to satisfy the LTR. The CEC also stated that it was prudent to have these OCMs in place prior to the end of the Compliance Period (CP) in case they are needed. The end of CP5 is December 31, 2027. The advisory further emphasizes that utilities are expected to continue making reasonable, good-faith efforts to meet all RPS obligations.

Consistent with this guidance, BWP includes the optional compliance measures described below while continuing to make reasonable, good-faith efforts to procure eligible renewable energy resources and meet all RPS obligations. Circumstances such as interconnection queue delays, transmission constraints, permitting timelines, and renewable development risks may affect the timing and availability of eligible renewable energy resources and are consistent with the types of conditions contemplated under Section 3206(a)(2).

A. Excess Procurement

Pursuant to Public Utilities Code section 399.30(d) and Section 3206(a)(1) of the RPS Enforcement Regulations, BWP may apply excess renewable procurement accrued in one compliance period toward a subsequent compliance period subject to the following conditions:

i. Excess procurement may be accrued only if BWP has applied sufficient electricity products to satisfy its RPS procurement requirements for the compliance period. A POU that applies an optional compliance measure described in Section 3206(a)(2) through (4) to satisfy its RPS procurement requirements may not accrue excess procurement for that compliance period.

ii. Excess procurement accrual will be subject to the following limitations for compliance periods beginning January 1, 2011 through December 31, 2020:

    a. Electricity products that meet the criteria of Section 3202(a)(1) or Section 3202(a)(3), and are classified in Portfolio Content Category 3, may not be accrued as excess procurement.

    b. Electricity products that meet the criteria of Section 3202(a)(1) and that exceed the maximum limit for Portfolio Content Category 3 for the

compliance period, as specified in Section 3204(c), must be subtracted from the calculation of accrued excess procurement.

c. Electricity products procured under contracts of less than ten years in duration shall be subtracted from the calculation of accrued excess procurement unless the electricity product meets the criteria in Section 3202(a)(2).

iii. Excess procurement accrual will be subject to the following limitations for compliance periods beginning January 1, 2021 and thereafter:

a. Electricity products that meet the criteria of Section 3202(a)(1) or Section 3202(a)(3) and are classified in Portfolio Content Category 2 or Portfolio Content Category 3 may not be accrued as excess procurement.

b. Electricity products that exceed the maximum limit for Portfolio Content Category 3 for the compliance period, as specified in Section 3204(c), must be subtracted from the calculation of accrued excess procurement.

iv. A POU that opts to allow the application of excess procurement as part of its renewable energy resources procurement plan or enforcement program may begin accruing excess procurement no earlier than January 1, 2011.

v. Electricity products accrued as excess procurement may be applied toward any future compliance periods subject to the limitations specified in the RPS Enforcement Regulations.

vi. Excess procurement accrued in a compliance period shall be calculated as follows for compliance periods beginning January 1, 2021:

$$Excess\ Procurement_x = EP_x - (RPS_x - B_x) - (S3_x + STC_x)$$

EP_x = Electricity products retired for compliance period x

RPS_x = The RPS procurement target calculated in section 3204 (a) for compliance period X or, if greater than the target, the amount of electricity products applied toward the target. This may include electricity products retired for compliance period X, excess procurement accrued in a prior compliance period, or historic carryover pursuant to section 3206 (a)(5), that the POU has applied toward the target
B_x = Any excess procurement accrued in a prior compliance period or historic carryover pursuant to section 3206 (a)(5) that the POU applied toward the RPS procurement target calculated in section 3204 (a) for compliance period X

$S3_x$ = Any remaining retired electricity products that meet the criteria of section 3202 (a)(1) or section 3202 (a)(3), and the definition of Portfolio Content Category

STC_x = Any remaining retired electricity products that meet the criteria of section 3202 (a)(1) or section 3202 (a)(3), and are associated with contracts less than 10 years in duration in accordance with section 3206 (a)(1)(C)4.

B. Delay of Timely Compliance

Pursuant to Public Utilities Code section 399.30(d)(2)(A) and section 399.15(b)(5) and section 3206(a)(2) of the RPS Guidelines, BWP shall adopt rules allowing it to determine that conditions beyond the control of BWP exist to delay timely compliance with RPS procurement requirements, as defined in section 3204.

BWP's adopted rules shall limit the determination to one or more of the causes for delay specified in section 3206(a)(2)(A)1. - 4. BWP's determination shall include information showing that it would have met its RPS procurement requirements but for the cause(s) of delay:

i. There is inadequate transmission capacity to allow sufficient electricity to be delivered from eligible renewable energy resources, or proposed eligible renewable energy resource projects, to the extent applicable, using the current operational protocols of the balancing authority in which BWP operates[1]. If BWP at the time of the determination owns transmission or has transmission rights, it shall include in its determination information showing how the inadequate transmission capacity delayed timely compliance and:

   a. That BWP has undertaken all reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations, to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources in light of its expectation for cost recovery.

   b. That BWP has taken all reasonable operational measures to maximize cost-effective purchases of electricity from eligible renewable energy resources in advance of transmission availability.

ii. Permitting, interconnection, or other circumstances have delayed procured eligible renewable energy resource projects, or there is an insufficient supply of eligible renewable energy resources available to BWP. BWP will include in its determination information showing how the permitting, interconnection, or other circumstances caused delayed projects or insufficient supply and that BWP:

[1] A publicly-owned utility that owns transmission or transmission rights must include in its determination information showing how inadequate transmission capacity delayed timely compliance and:

(i) It has undertaken all reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources, in light of its expectation for cost recovery.

(ii) It has taken all reasonable operational measures to maximize cost-effective purchases of electricity from eligible renewable energy resources in advance of transmission availability.

a. Prudently managed portfolio risks, including, but not limited to, holding solicitations for RPS-eligible resources with outreach to market participants and relying on a sufficient number of viable projects to achieve RPS procurement requirements.

b. Sought to develop either its own eligible renewable energy resources, transmission to interconnect to eligible renewable energy resources, or energy storage used to integrate eligible renewable energy resources.

c. If the cause for delay or insufficient supply was foreseeable, procured an appropriate minimum margin of procurement above the level necessary to comply with the RPS to compensate for foreseeable delays or insufficient supply. BWP's determination shall identify the minimum margin of procurement that BWP deemed appropriate to compensate for foreseeable delays or insufficient supply.

d. Taken reasonable measures to procure cost-effective distributed generation and allowable unbundled RECs.

iii. Unanticipated curtailment of eligible renewable energy resources, if the delay of timely compliance would not result in an increase in greenhouse gas emissions. BWP's determination shall include information showing that unanticipated curtailment of eligible renewable energy resources delayed timely compliance and did not result in an increase in greenhouse gas emissions.

iv. Unanticipated increase in retail sales due to "transportation electrification," as defined in Public Utilities Code section 237.5. BWP's determination shall include information showing that it considered the following:

a. Whether transportation electrification significantly exceeded forecasts in BWP's service territory based on the best and most recently available information available to it. Transportation electrification forecasts may include, but are not limited to, information filed with the State Air Resources Board, the Commission, or another state agency, forecasts in BWP's integrated resource plan developed pursuant to Public Utilities Code section 9621, or other forecasts developed or approved by BWP.

b. Whether BWP has taken reasonable measures to procure sufficient resources to account for unanticipated increases in retail sales due to transportation electrification.

Pursuant to Public Utilities Code section 399.15(b)(9) and section 3204(e) of the RPS Guidelines, in no event shall a deficit associated with the compliance period be added to a future compliance period.

If BWP approves a delay in compliance for a particular compliance period, BWP shall provide a compliance plan within 3 months that identifies actions to ensure future procurement requirements are satisfied.

C. Cost Limitations

Pursuant to Public Utilities Code Section §399.30(d) and 399.15(c) and Section 3206(a)(3) of the California Code of Regulations (Cal. Code Regs., tit. 20, § 3206), the City Council may adopt rules establishing cost limitation on procurement expenditures used to comply RPS procurement requirements.

i. Adopted cost limitation rules shall be set at a level determined by the City Council to prevent disproportionate rate impacts.

ii. When applying procurement expenditures under an adopted cost limitation rule, BWP shall apply only those types of procurement expenditures permitted under the adopted rule.

iii. Adopted cost limitation rules shall include planned actions to be taken in the event the projected cost of meeting RPS procurement requirements exceeds the cost limitation.

Such actions may include refraining from entering into new contracts or constructing facilities for eligible renewable energy resources beyond the quantity that can be procured within the cost limitation.

D. Portfolio Balance Requirements Reduction

Pursuant to Public Utilities Code section 399.16(e) and Section 3206(a)(4) of the RPS Enforcement Regulations, the Burbank City Council may adopt rules that allow for the reduction of the PCC 1 portfolio balance requirement for a specific compliance period.

i. The need to reduce the portfolio balance requirement for PCC 1 must result from conditions beyond the control of BWP as provided in Section 3206(a)(2).

ii. A reduction of the PCC 1 portfolio balance requirement below 65 percent for any compliance period after December 31, 2016 will not be considered consistent with Public Utilities Code section 399.16(e).

iii. A POU that reduces its portfolio balance requirement for PCC 1 must adopt the change at a publicly noticed meeting and include this information in an updated renewable energy resources procurement plan submitted to the Commission.

The notice and procurement plan must include:

a. The compliance period for which the reduction may be adopted.

b. The level to which the PCC 1 requirement has been reduced.

c. An explanation of how the reduction resulted from conditions beyond the control of the utility.

E. Invoking Optional Compliance Measures

BWP may invoke the optional compliance measures described in this section when circumstances beyond its reasonable control affect its ability to satisfy RPS procurement requirements.

If BWP invokes an optional compliance measure, BWP shall identify the applicable measure in its RPS compliance filings submitted to the California Energy Commission, along with documentation describing the circumstances necessitating the measure and the actions taken to mitigate the impact.

OPTIONAL COMPLIANCE MEASURES – MEASUREMENT AND TRIGGERS

Cost Limitations

The City Council may adopt a cost limitation pursuant to PUC Section 399.30(d) and §399.15(b)(5)–(7)[1] to safeguard BWP customers from disproportionate rate impacts associated with renewable procurement. This cost limitation is intended to reflect current market conditions and address any disproportionate rate impacts to customers.

The cost limitation analysis is calculated based on the most recent Power Supply budget forecast and considers projected procurement costs (including transmission, battery storage and other related costs necessary to deliver the energy to the customers) relative to the FY 2024/2025 adopted budget as the Base Year. This analysis includes factors such as energy and REC market pricing trends, the projected compliance position for the applicable compliance period, and any potential long-term contracts under consideration.

If compliance costs are determined to exceed reasonable thresholds, the City Council, retains the authority to implement a cost limitation. Implementation of a cost limitation may result in the temporary deferral of RPS procurement or other compliance actions, ensuring that long-term RPS compliance is achieved in a prudent and financially responsible manner. BWP shall document all efforts taken to achieve compliance prior to invoking a cost limitation and report such actions in its RPS compliance filing to the CEC.

Definitions

i. **Total Net Power Supply Costs (TNPSC)** - The summation of resource, transmission and LADWP Balancing Authority (BA) costs required to meet retail sales and includes renewable energy costs to meet s RPS goals. These costs are calculated annually on a fiscal year basis.

[1] Section 399.30(d) provides that cost limitations for procurement expenditures must be consistent with subdivision 399.15(c). For purposes of Section 399.15, references to “commission” shall refer to the City Council, and references to the “electric corporation” shall refer to Burbank Water and Power, as a department of the City of Burbank.

ii. **Total Cost of Procurement for the RPS** - The total annual incremental FY cost to procure renewable resources to meet RPS compliance above the cost of FY2024/2025 Power Supply Budget. Total Cost of Procurement for the RPS also includes the expected cost of building, owning, delivering and/or operating eligible renewable resources.

iii. **Retail Power Supply & Transmission Expenses (Retail PS&TE) –** The summation of this includes all power, fuel, and transmission to related costs to serve retail customer energy needs.

Consumer Price Index (CPI) Benchmark for Cost Limitation Evaluation

For purposes of evaluating potential disproportionate rate impacts associated with RPS procurement, the BWP shall benchmark the increase in costs against the Consumer Price Index (CPI). The CPI provides a transparent, publicly available measure of inflation that reflects change in general price levels affecting customers in the Los Angeles metropolitan area.

The CPI used for this analysis shall be the Consumer Price Index for All Urban Consumers (CPI), All Items, Los Angeles metropolitan area, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (BLS). The applicable CPI benchmark shall be based on the annual percentage change in the CPI over the prior twelve month (12)-month period, consistent with BWP's CPI adjustment methodology.

The FY 2024/2025 Power Supply Budget is designated as the Base Year for the cost limitation analysis. Using this Base Year, BWP will calculate the budgeted all-in Retail PS&TE for energy delivered on a $/kWh (or $/MWh) basis by dividing total Retail PS&TE plus transmission cost by the budgeted Retail Sales. Each incremental RPS procurement decision will be layered in the Retail PS&TE and the impact on potential cost increases will be evaluated as a percentage relative to CPI.

A result showing an increase in Retail PS&TE costs on a $/kWh basis that exceeds CPI growth relative to the Base Year shall be considered indicative of a disproportionate rate impact under PUC §399.15(b)(5)–(7), and BWP will provide a recommendation to its Board and City Council to trigger the OCM based on cost limitations.

For purposes of this analysis, the CPI benchmark shall reflect the annual percentage change in the CPI over the prior twelve (12) month period, as published by the BLS. If the CPI change is equal to zero (0) or negative, no adjustment shall be applied for purposes of evaluating cost limitation thresholds. If the CPI change is positive, the percentage change shall be converted to a multiplier by dividing the percentage by 100 and adding one (1.000), consistent with the CPI adjustment methodology used by the BWP.

Establishment of Threshold for Disproportionate Rate Impacts

BWP has established a quantitative threshold to determine when RPS procurement cost may result in a disproportionate rate impact to BWP customers. Using the Base

Year, a disproportionate rate impact is deemed to occur when the percentage increase in TNPSC, expressed on a per-kilowatt-hour ($/kWh) basis and attributable to RPS procurement, exceeds the applicable CPI benchmark.

For reference purposes, CPI values shall be updated annually using publicly available BLS data. The CPI benchmark and its applicability shall be reassessed during each annual budget cycle, or when evaluating new renewable procurement opportunities intended to support compliance with the 60 percent RPS target by 2030, consistent with the objectives of SB 100.

Trigger for City Council Notification

BWP shall notify the City Council if any of the following conditions occur:

- Total Cost of Procurement to meet RPS compliance activities in the current fiscal year exceeds the FY 2024/2025 TMPSC by more than the CPI benchmark; or
- BWP's updated budget forecast indicates that projected costs will exceed the established CPI based threshold in the following fiscal year; or
- A PPA is being considered and is expected to cause a cost increase that exceeds the CPI benchmark.

BWP shall prepare an analysis and recommendation for review by the BWP Board and City Council.

Establishment of Base Fiscal Year

The FY 2024/2025 Power Supply Budget is designated as the Base Year for cost limitation analysis. Using this fiscal year ensures that all future comparisons are anchored to a City Council adopted Power Supply Budget and rate structure, providing a transparent and publicly reviewed financial baseline.

The FY 2024/2025 budget reflects BWPs current resource portfolio, operating cost assumption, and approved procurement plan, including renewable procurement necessary to maintain progress toward SB 100 compliance goals.

The FY 2024/2025 budget reflects BWP's current resource portfolio, operating cost assumptions, and approved procurement plan, including renewable procurement necessary to maintain progress toward SB 100 compliance targets. Because this budget represents BWP's most recently adopted and fully implemented financial plan, it provides a consistent reference point for evaluating incremental cost impacts associated with additional RPS procurement.

Using the FY 2024/2025 Power Supply Budget as the Base Year allows BWP to evaluate future changes in Retail PS&TE costs on a $/kWh basis relative to an adopted baseline. This approach ensures that any determination of disproportionate rate impact is grounded in actual adopted cost structures and rate-setting decisions, consistent with BWP's financial planning practices and the cost-limitation provisions of the RPS regulations.

Equation for Cost Limitation

To apply the cost limitation provisions under PUC §399.15(b)(5)–(7), BWP evaluates when annual RPS procurement costs place disproportionate upward pressure on electric rates using the following benchmark:

Cost Limitation Benchmark, If:

Future Year Annual Retail PS&TE ($/kWh) > (1 + CPI) × FY 2024/2025 Retail PS&TE ($/kWh), then a disproportionate rate impact exists.

Future Year Annual Retail PS&TE is the future year where we are measuring the impact of potential RPS-related procurement to see if the Cost Limitation is triggered.

Process for Implementation of Cost Limitation

BWP continuously monitors its power supply expenditure and will advise the City Council at least annually of its TNPSC. When TNPSC expenditures approach or exceed the cost limitation threshold, BWP will follow the process below to notify the City Council and seek directions on further action:

i. BWP will advise City Council, via a memo or staff report, that the threshold for the cost limitation has been met and will recommend a course of action for City Council consideration,
ii. City Council, at its sole discretion, may choose to implement the cost limitation provision and direct BWP to pause or cease activities related to RPS compliance until the costs for complying with the RPS fall to a level that will not have a cost impact exceeding the Index,
iii. Through the direction provided by City Council, BWP will either (a) pause or cease its activities related to RPS compliance until the costs for complying fall below the Index, or (b) continue its RPS procurement and compliance efforts as instructed and implement the necessary rate increases.

BWP may recommend invocation of an optional compliance measure; however, adoption and implementation of any such measure remain solely within the discretion of the City Council.

If the City Council elects to implement the cost limitation provision, BWP may rely on applicable CEC RPS statutory flexibilities, as provided in the RPS regulations, including:

- Delay of Timely Compliance
- Use of Excess Procurement (Banking)
- Portfolio Balance Requirement Reduction

Any cost limitation adopted by the City Council is intended to be temporary and shall be reassessed periodically as market conditions and procurement costs evolve.

BWP RPS COMPLIANCE TO DATE AND PLANNED COMPLIANCE WITH LAW

Consistent with §399.15, occurrence of the following items, as well as others that are allowed under §399.15, are instances where City Council may delay timely procurement sufficient to reach 60% of retail sales by December 31, 2030 (or any interim target).

- Inadequate Transmission Capacity: BWP has limited transmission rights to market hubs and scheduling points within the Western Interconnection and cannot on its own finance the development of high-voltage transmission projects to new resource developments. Burbank's ability to access new eligible renewable energy resource developments across the Western United States are constrained. A delay may apply if BWP has inadequate transmission capacity despite taking reasonable measures under its control to develop or otherwise obtain transmission for potential eligible renewable energy resources.

- Permitting or Interconnection delays. Delays affecting the completion, interconnection or operating date of new eligible renewable power projects or result in an inadequate supply of such projects beyond the control of the utility.

- Unanticipated Curtailment or unforeseeable circumstances. Unexpected and sudden loss or reduction of supply from a resource.

- Unanticipated increase in retail sales due to transportation electrification. In the event that adoption of transportation electrification through 2030 greatly exceeds current load estimates, BWP may not be able to meet compliance period targets without disproportionate rate impacts.

ENFORCEMENT PROGRAM

The General Manager of Burbank Water and Power shall have the duty and responsibility of executing the Procurement Plan outlined above and ensuring that is done in full compliance with the law and any applicable regulations issued there under.

It is BWP's practice to discuss Burbank's renewable energy portfolio with the public during the annual budget meetings that take place with Burbank City Council and Utility Board. BWP shall maintain the practice of reporting on its renewable procurement progress during these public meetings.

The General Manager shall inform the City Council at a separate public meeting if they determine that BWP will not meet a procurement target set out above or doing so will result in rate increases exceeding CPI. The General Manager shall present a plan to bring the utility back into compliance at the same meeting for City Council's consideration for adoption.

VERSIONS

- VERSION 1: Initially Adopted – November 22, 2011

  - New mandate to comply with SBX12
- VERSION 2: Amended – October 30, 2012
  - Update on renewable energy contracts
- VERSION 3: Amended – December 14, 2021
  - Show compliance with SB 100
  - Incorporate RPS Regulations as approved on July 12, 2021
- VERSION 4: Amended – May 19, 2026
  - Incorporation of Cost Limitation Procedures & Compliance Update

RESOLUTION NO. 26-29,700

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING UPDATES TO THE RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN AND ENFORCEMENT PROGRAM (VERSION 4) AND INCORPORATING OPTIONAL COMPLIANCE MEASURES AVAILABLE UNDER CALIFORNIA'S RENEWABLE PORTFOLIO STANDARD (RPS) PROGRAM

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The California's Renewables Portfolio Standard (RPS) program, established in 2002 and strengthened through Senate Bill 100, requires publicly owned electric utilities to increase procurement of eligible renewable energy resources to 60 percent by 2030 and to achieve 100 percent zero-carbon electricity by 2045; and

B. The Renewable Energy Resources Procurement Plan and Enforcement Program describes the RPS regulatory requirements, the utility's strategy for achieving renewable procurement targets, and the administrative processes for ensuring compliance with RPS requirements; and

C. City of Burbank has implemented and periodically updated these documents since 2011 in accordance with California Energy Commission (CEC) RPS regulations; and

D. Version 4 of the Renewable Energy Resources Procurement Plan and Enforcement Program updates BWP's compliance planning through 2030, clarifies Optional Compliance Measures available under California Energy Commission regulations, and incorporates a cost-limitation evaluation framework designed to protect ratepayers from disproportionate rate impacts associated with renewable procurement; and

E. Burbank Water and Power (BWP) has reported compliance with all RPS obligations through Compliance Period 4 (2021–2024), which is currently undergoing California Energy Commission verification and continues to pursue renewable procurement to meet future compliance obligations; and

F. Current market conditions, project development timelines and availability, transmission constraints, and renewable energy credit market volatility may affect BWP's ability to meet certain near-term procurement requirements despite continued good-faith procurement efforts;

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City Council approves and adopts Version 4 of Burbank Water and

Power's Renewable Energy Resources Procurement Plan and Enforcement Program (attached as Exhibit A).

2. The City Council acknowledges and incorporates the Optional Compliance Measures available under California Public Utilities Code section 399.15 and the California Energy Commission's Renewable Portfolio Standard Enforcement Regulations, including cost-limitation provisions and delay of timely compliance when conditions beyond the utility's reasonable control affect procurement outcomes.

3. Burbank Water and Power is authorized to continue pursuing renewable procurement opportunities, monitor compliance status, and document reasonable procurement efforts consistent with CEC regulations and the adopted Procurement Plan.

4. Burbank Water and Power shall report its RPS compliance status and procurement activities to the City Council through public meetings and required regulatory filings.

PASSED AND ADOPTED this 19th day of May 2026

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/Christopher Chwang
Christopher Chwang
Senior Assistant City Attorney

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

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 19th day of May 2026, by the following vote:

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

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

BURBANK WATER AND POWER

RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN & ENFORCEMENT PROGRAM (VERSION 4)

MAY 2026

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PURPOSE

To fulfill unmet long-term generation resource needs, each publicly owned electric utility (POU) governing board must adopt and implement a renewable energy resources procurement plan pursuant to § 399.30 of the Public Utilities Code (PUC) that implements a 60% renewable resource procurement target by December 31, 2030 as required by Senate Bill 100 (SB 100), passed into law on September 10, 2018.

The regulations related to the procurement of renewable resources for local publicly owned electric utilities are established in Article 16 (commencing with section 399.11) of Chapter 2.3 of Part 1 of Division 1 of the PUC. The California Energy Commission (CEC) establishes the regulatory procedures for publicly owned utilities in conformance with the requirements in the PUC.

Effective as of the date of adoption (the “Effective Date”), this document supplants and replaces, in whole, Burbank’s October 2012 Renewable Energy Resources

Procurement Plan and Enforcement Program (Procurement Plan) to procure 33% of eligible renewable resources by December 31, 2020, by restating it to continue procurement of eligible renewable resources to at least 60% of the electric utility's annual retail sales by December 31, 2030, and to remain at or greater than 60%, post 2030.

TARGET QUANTITIES OF RENEWABLE ENERGY RESOURCES

Consistent with § 399.15 of the PUC, Burbank Water and Power (BWP) shall continue procurement of eligible renewable resources consistent with the requirements in order to achieve a sustained level of 60% of its annual retail energy sales by December 31, 2030. Energy from eligible renewable sources will be procured to meet the following targets at the end of the indicated compliance periods, while attempting to achieve reasonable progress during intervening years within such compliance period.

- **Compliance Period 5 -** January 1, 2025 - December 31, 2027. BWP is expected to procure and retire eligible renewable energy products within the period sufficient to meet the sum of 46% of its 2025 retail sales, 50% of its 2026 retail sales, and 52% of its 2027 retail sales.

- **Compliance Period 6 -** January 1, 2028 - December 31, 2030. BWP is expected to procure and retire eligible renewable energy products within the period sufficient to meet the sum of 54.67% of its 2028 retail sales, 57.33% of its 2029 retail sales, and 60% of its 2030 retail sales.

- **Compliance Periods 7** and beyond are three years in duration. BWP is expected to maintain procurement and retirement of eligible renewable energy products within each additional period sufficient to meet an average of 60% or greater of its retail sales in each compliance period as required by law.

Consistent with regulations, BWP is not required to demonstrate a specific quantity of procurement in any of the individual years within the compliance period between 2021 up to and including 2030. However, BWP must demonstrate procurement equal to the compliance period target, which is an average for all years in the compliance period. BWP will submit its annual and compliance period compliance reports, as required by the California Energy Commission (CEC).

For purposes of this document, the term "retail sales" has the same meaning as defined in Section 3201(ii) of the California Code of Regulations (Cal. Code Regs., tit. 20, § 3201) in effect as of the date of adoption. As defined therein, retail sales means sales of electricity by a publicly-owned utility to end-use customers and their tenants, measured in MWh and may exclude from its total retail sales the kilowatt-hours generated by an eligible renewable energy resource that is credited to sales to customers taking service under a voluntary green pricing program such as the optional

renewable energy option or any shared renewable generation program. Sales to retail customers taking Direct Access service, energy consumption by BWP, electricity used by BWP for water pumping, and electricity produced for onsite consumption under (self-generation) as well as wholesale energy, that was not sold to the customer by BWP, shall not be included in this definition of retail sales.

For a customer participating in optional renewable energy programs or any shared renewable generation project, if the renewable energy is excluded from the calculation of retail sales, the Portfolio Content Category ("PCC") 1 Renewable Energy Credits ("RECs") associated with the electricity credited to such customer under the program will not be used by BWP for compliance with state mandated Renewable Portfolio Standards (RPS) procurement requirements. The RECs will be retired on behalf of the participating customer, and may not be further sold, transferred, or otherwise monetized for any purpose. To the extent possible, the electricity products excluded from retail sales will be procured by BWP from eligible renewable energy resources that are located in close proximity to BWP service territory.

ELIGIBLE RENEWABLE ENERGY RESOURCES

Renewable energy resources procured to comply with this Procurement Plan can be located anywhere along the high-voltage interconnected transmission systems known together as the Western Interconnection and shall meet the requirements defined in the Renewable Portfolio Standard Eligibility Commission Guidebook (Guidebook) published by the CEC in effect at the time the resource was procured. As of December 19, 2025, the Guidebook is in its Tenth Edition.

In general, renewable energy resources allowed are from carbon neutral, and carbon free resources. The following types are examples of what constitute "eligible" resources: biomass, biomethane, solar thermal, solar photovoltaic, wind, geothermal, fuel cells using renewable fuels, low impact small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, or renewable distributed generation on the customer side of the meter. This does not include large hydro (greater than 30 MW) or nuclear energy.

CURRENT RENEWABLE RESOURCES AND PROGRESS TO SB 100 TARGET

Burbank has a diverse portfolio of long-term renewable energy resources consisting of solar, wind, geothermal, and hydro energy generation, as shown in the Long-Term and Short-Term Contract Resources tables below. The last contract BWP executed was in 2025 with Milford Solar Phase II, LLC., (40 MW) which is set to come online prior to December 31, 2027. The majority of these contracts were done with the assistance of the Southern California Public Power Authority (SCPPA) and partnering with other SCPPA-affiliated public utilities.

Long Term Contract Resources					
Contract Name	PCC	Capacity	Annual REC	Contract Term Progress (as of 2026)	Projected RPS %
Ameresco	PCC 0	1.7 MW	~5,000	2010 | ■■■■■■ | 2029	~0.5%
Copper Mountain Solar 3	PCC 1	40 MW	97,000	2012 | ■■■■ | 2033	9.1%
Desert Harvest Solar	PCC 1	22 MW	48,180	2020 | ■ | 2045	4.5%
Don A. Campbell	PCC 1	2.5 MW	22,307	2013 | ■■■■ | 2032	2.1%
Milford Solar Phase I	PCC 0	10 MW	19,000	2009 | ■■■■■■ | 2028	1.8%
Milford Solar Phase II*	PCC 1	40 MW	108,225	2028 | | 2058	10.2%
Pebble Springs Wind	PCC 0	10 MW	22,608	2009 | ■■■■■■■ | 2027	2.2%
Powerex	PCC 1	25 MW	20,000	2022 | ■■ | 2032	1.9%
Tieton Hydro	PCC 0	6.9 MW	21,000	2009 – N/A***	2.1%
Tule Hydro**	PCC 1	6.4 MW	22,300	2025 | | 2039	2.1%
3Degree's #1	PCC 3	-	35,000	2024 | ■ | 2033	3.3%
3Degree's #2	PCC 3	-	35,000	2024 | ■ | 2033	3.3%
Valley Pumping Hydro	PCC 0	150 kW	804	2002 – N/A***	0.1%
Burbank Landfill	PCC 0	550 kW	800	2005 – N/A***	0.1%
Utility Solar	PCC 0	231 kW	360	2012 – N/A***	
Customer Solar	PCC 3	1.1 MW	1689	2011 – N/A***	0.2%

**Milford Solar II's guaranteed commercial operation date December 31, 2027.*
***Tule Hydro generation operations commenced February 2025*
**** Resources listed with an end date of "N/A" represent BWP-owned generation resources or REC/attribute programs without a defined termination date. For example, Tieton Hydro is a BWP-owned generation resource, while Customer Solar reflects PCC 3 attributes retained by BWP rather than contracted energy. These resources are treated as long-term supply for planning and compliance purposes.*

Short Term Contract Resources*					
Contract Name	PCC	Capacity	Annual REC	Contract Length (as of 2026)	RPS %
Deal #1	PCC 1	-	23,500	3 years / 2022 – 25	2.3%
Deal #2	PCC 2	-	23,500	3 years / 2022 – 25	2.3%
Deal #3	PCC 3	-	9,500	3 years / 2022 – 25	1%
Deal #4	PCC 1	-	20,000	1 year / 2025	2%
Deal #5	PCC 2	-	~40,000	2 years / 2024 – 25	4.25%

**Note: REC + Index refers to paying a set REC price plus market price for the energy.*

The chart below provides BWP's progress towards compliance with SB 100. BWP plans to procure at least two additional long-term contracts by the end of 2030. BWP will also seek to secure PCC 2 and PCC 3 (defined below), on an annual basis, in order to mitigate costs of complying with RPS mandates.

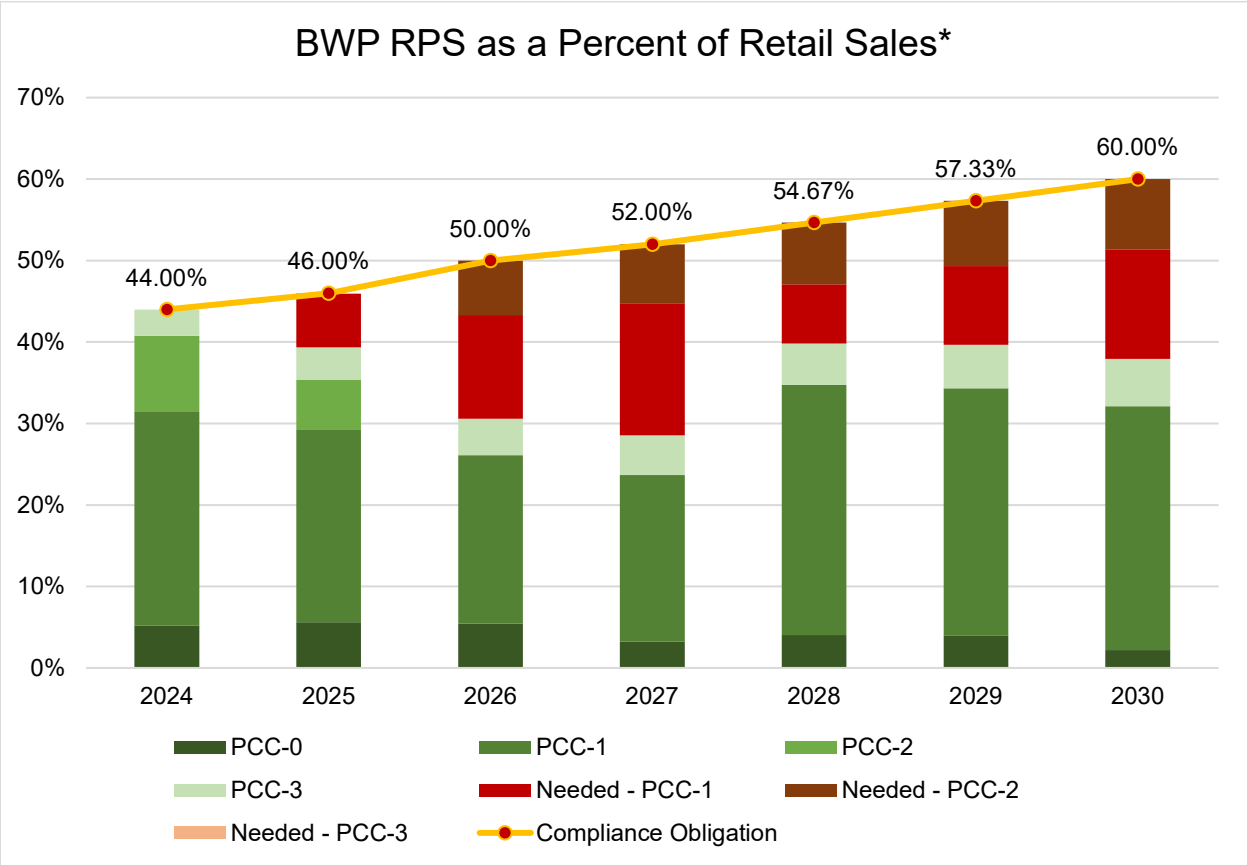


**Table subject to change based on ongoing procurement efforts. Updated as of April 2026.*

RENEWABLE PORTFOLIO REQUIREMENTS

- **PCC 1 – Directly Scheduled:** A REC associated with a certified renewable resource and the energy from the same resource, bundled together and procured from the eligible renewable energy source. The eligible renewable energy resource must have a first point of interconnection with a California balancing authority or be scheduled into a California balancing authority without substituting electricity from another source.

- **PCC 2 – Firmed and Shaped:** A REC associated with the energy from a certified renewable resource, that was generated in the past and is bundled together with the energy from another resource, procured at the same time, in real-time.

- **PCC 3 – Unbundled RECs:** A REC associated with the energy from a certified renewable energy resource, purchased without associated energy. In this case the REC is unbundled from the energy and sold separately.

- **PCC 0 – Count in Full:** This refers to resources procured prior to June 1, 2010. These resources were under contract before the formal RPS regulations took effect and are considered “grandfathered.” The total RPS requirement

(the % of retail sales that needs to be renewable), minus the PCC 0 resources that count in full, will result in a "Net" RPS Requirement, against which the other PCC requirements will apply (Net Procurement Requirement).

Example of how a PCC 0 resource impacts the Net Procurement Requirement:

- Using the following information for a given calendar year:

Description	**Numerical Example**
Retail Sales	100 Gigawatt hours (GWh)
PCC0	25 GWh
RPS % Requirement	50%
Total GWh of PCC 1-3 RPS:	$\big((100\ GWh\ Retail) \times 0.5\%\big) - 25\ GWh\ PCC\ 0 = \ 25 GWh$ PCC 1-3 requirements apply to the remainder of the 25 GWh, based on 50% RPS. Remaining RPS Needs = 25 GWh; which must meet the PCC rules: • PCC 1 - not less than 75% • PCC 2 - not more than 25% (assuming not using 10% PCC 3) • PCC 3 - not more than 10%

Consistent with §399.13, RPS rules require that at least 65% of the procurement applied towards any compliance period after January 1, 2021, shall be from contracts of 10 or more years in duration or through ownership agreements for the renewable energy resource. This Long-Term Procurement Requirement (LTR) is discussed in detail under the CEC RPS Enforcement Regulations, titled "Modification of Regulations Specifying Enforcement Procedures for the Renewable Portfolio Standard for Local Publicly Owned Electric Utilities," which went into effect on July 12, 2021.

Consistent with the limits provided for in §399.16(c), the amount of renewable energy from each PCC that BWP can apply in each compliance period is as follows:

- PCC 1 - not less than 75%
- PCC 2 - not more than 25% (if no PCC 3 are used)
- PCC 3 - not more than 10%

Together, these thresholds ensure that the majority of renewable energy procured by BWP is sourced from long-term, bundled renewable contracts, supporting both grid reliability and California's long-term decarbonization targets. The table below consolidates all RPS procurement requirements for upcoming compliance periods, providing a clear reference framework for planning and compliance tracking.

Burbank Water and Power
California Energy Commission RPS Procurement Requirements
by Calendar Year

California RPS Mandatory Procurement Requirement	Compliance Period 5	Compliance Period 6	Compliance Period 7+
	1/1/2025 - 12/31/2027	1/1/2028 - 12/31/2030	3 calendar-year blocks
	52% by 1 2/31/2027	60% RPS by 12/31/2030	60% RPS
PCC 1 Minimum	≥ 75% of Net Procurement Requirement		
PCC 2 Maximum	≤ 25% of Net Procurement Requirement		
PCC 3 Maximum	≤ 10% of Net Procurement Requirement		
LTR	At least 65% of all RPS contracts must be long-term in duration (at least 10 years in duration)		

BWP PROCUREMENT PROCESS

BWP solicits many of its long-term renewable resources through open Requests for Proposals (RFPs) conducted by its joint-powers authority, SCPPA. This allows BWP (and other SCPPA members) to purchase the outputs of portions of multiple diverse projects and gain economies of scale, rather than limit the projects they can participate in due to the comparatively small demand of most individual utilities. BWP also conducts its own competitive solicitations to procure additional renewable energy resources, both short-term and long-term.

BWP is part of the Los Angeles Balancing Authority Area and our access to transmission is limited. Since new transmission has a very long lead time and developed by agencies like LADWP, BWP aims to secure a majority of its renewable contracts, where transmission is already available and already contracted for, to be able to deliver the energy to its customers. BWP will secure resources in diverse locations, with variable term lengths and ultimately, on a least-cost and best-fit basis.

BWP will try to meet its outstanding RPS procurement with a combination of baseload and peaking renewable resources. BWP will also seek products with energy pricing tied to electricity market indices, as well as fixed-priced. The SCPPA RFPs are considered an open and “rolling” solicitation, generally issued in January and July, annually. The SCPPA RFPs solicit proposals for power purchase agreements with and without ownership options and invite energy storage and other innovative renewable proposals. BWP initially screens prospective renewable resource proposals received through SCPPA and BWP directly with renewable project developers based on the levelized offer price ($/MWh) for resources with a project size and proposed delivery period that match BWP’s procurement targets and available transmission. For larger projects, BWP’s needs are too small to participate on its own, making joint participation with other SCPPA members desirable to be able to participate in a project and to obtain the best project economics and contract terms.

CITY COUNCIL DISCRETION AND OPTIONAL COMPLIANCE MEASURES

Pursuant to California Public Utilities Code section 399.30(d) and as provided under Section 3206 of the California Energy Commission’s RPS Enforcement Regulations, the Burbank City Council may adopt Optional Compliance Measures (OCMs) as part of this Procurement Plan.

These measures allow BWP to address circumstances beyond their reasonable control that may affect their ability to fully satisfy RPS procurement requirements while protecting retail ratepayers from unreasonable costs.

Any adoption of OCMs by City Council shall be considered and approved at a publicly noticed meeting. Within 30 days of adoption, BWP shall submit the adopted rules or rule revisions to the CEC, along with reports, analyses, findings, and other information relied upon by the City Council in adopting the rule or rule revision.

In December 2024, the CEC issued a regulatory advisory reminding publicly owned utilities of the availability of optional compliance measures where circumstances beyond a utility's reasonable control affect the ability to satisfy the LTR. The CEC also stated that it was prudent to have these OCMs in place prior to the end of the Compliance Period (CP) in case they are needed. The end of CP5 is December 31, 2027. The advisory further emphasizes that utilities are expected to continue making reasonable, good-faith efforts to meet all RPS obligations.

Consistent with this guidance, BWP includes the optional compliance measures described below while continuing to make reasonable, good-faith efforts to procure eligible renewable energy resources and meet all RPS obligations. Circumstances such as interconnection queue delays, transmission constraints, permitting timelines, and renewable development risks may affect the timing and availability of eligible renewable energy resources and are consistent with the types of conditions contemplated under Section 3206(a)(2).

A. Excess Procurement

Pursuant to Public Utilities Code section 399.30(d) and Section 3206(a)(1) of the RPS Enforcement Regulations, BWP may apply excess renewable procurement accrued in one compliance period toward a subsequent compliance period subject to the following conditions:

i. Excess procurement may be accrued only if BWP has applied sufficient electricity products to satisfy its RPS procurement requirements for the compliance period. A POU that applies an optional compliance measure described in Section 3206(a)(2) through (4) to satisfy its RPS procurement requirements may not accrue excess procurement for that compliance period.

ii. Excess procurement accrual will be subject to the following limitations for compliance periods beginning January 1, 2011 through December 31, 2020:

    a. Electricity products that meet the criteria of Section 3202(a)(1) or Section 3202(a)(3), and are classified in Portfolio Content Category 3, may not be accrued as excess procurement.

    b. Electricity products that meet the criteria of Section 3202(a)(1) and that exceed the maximum limit for Portfolio Content Category 3 for the

compliance period, as specified in Section 3204(c), must be subtracted from the calculation of accrued excess procurement.

c. Electricity products procured under contracts of less than ten years in duration shall be subtracted from the calculation of accrued excess procurement unless the electricity product meets the criteria in Section 3202(a)(2).

iii. Excess procurement accrual will be subject to the following limitations for compliance periods beginning January 1, 2021 and thereafter:

a. Electricity products that meet the criteria of Section 3202(a)(1) or Section 3202(a)(3) and are classified in Portfolio Content Category 2 or Portfolio Content Category 3 may not be accrued as excess procurement.

b. Electricity products that exceed the maximum limit for Portfolio Content Category 3 for the compliance period, as specified in Section 3204(c), must be subtracted from the calculation of accrued excess procurement.

iv. A POU that opts to allow the application of excess procurement as part of its renewable energy resources procurement plan or enforcement program may begin accruing excess procurement no earlier than January 1, 2011.

v. Electricity products accrued as excess procurement may be applied toward any future compliance periods subject to the limitations specified in the RPS Enforcement Regulations.

vi. Excess procurement accrued in a compliance period shall be calculated as follows for compliance periods beginning January 1, 2021:

$$Excess\ Procurement_x = EP_x - (RPS_x - B_x) - (S3_x + STC_x)$$

EP_x = Electricity products retired for compliance period x

RPS_x = The RPS procurement target calculated in section 3204 (a) for compliance period X or, if greater than the target, the amount of electricity products applied toward the target. This may include electricity products retired for compliance period X, excess procurement accrued in a prior compliance period, or historic carryover pursuant to section 3206 (a)(5), that the POU has applied toward the target
B_x = Any excess procurement accrued in a prior compliance period or historic carryover pursuant to section 3206 (a)(5) that the POU applied toward the RPS procurement target calculated in section 3204 (a) for compliance period X

$S3_x$ = Any remaining retired electricity products that meet the criteria of section 3202 (a)(1) or section 3202 (a)(3), and the definition of Portfolio Content Category

STC_x = Any remaining retired electricity products that meet the criteria of section 3202 (a)(1) or section 3202 (a)(3), and are associated with contracts less than 10 years in duration in accordance with section 3206 (a)(1)(C)4.

B. Delay of Timely Compliance

Pursuant to Public Utilities Code section 399.30(d)(2)(A) and section 399.15(b)(5) and section 3206(a)(2) of the RPS Guidelines, BWP shall adopt rules allowing it to determine that conditions beyond the control of BWP exist to delay timely compliance with RPS procurement requirements, as defined in section 3204.

BWP's adopted rules shall limit the determination to one or more of the causes for delay specified in section 3206(a)(2)(A)1. - 4. BWP's determination shall include information showing that it would have met its RPS procurement requirements but for the cause(s) of delay:

i. There is inadequate transmission capacity to allow sufficient electricity to be delivered from eligible renewable energy resources, or proposed eligible renewable energy resource projects, to the extent applicable, using the current operational protocols of the balancing authority in which BWP operates[1]. If BWP at the time of the determination owns transmission or has transmission rights, it shall include in its determination information showing how the inadequate transmission capacity delayed timely compliance and:

   a. That BWP has undertaken all reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations, to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources in light of its expectation for cost recovery.

   b. That BWP has taken all reasonable operational measures to maximize cost-effective purchases of electricity from eligible renewable energy resources in advance of transmission availability.

ii. Permitting, interconnection, or other circumstances have delayed procured eligible renewable energy resource projects, or there is an insufficient supply of eligible renewable energy resources available to BWP. BWP will include in its determination information showing how the permitting, interconnection, or other circumstances caused delayed projects or insufficient supply and that BWP:

[1] A publicly-owned utility that owns transmission or transmission rights must include in its determination information showing how inadequate transmission capacity delayed timely compliance and:

(i) It has undertaken all reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources, in light of its expectation for cost recovery.

(ii) It has taken all reasonable operational measures to maximize cost-effective purchases of electricity from eligible renewable energy resources in advance of transmission availability.

a. Prudently managed portfolio risks, including, but not limited to, holding solicitations for RPS-eligible resources with outreach to market participants and relying on a sufficient number of viable projects to achieve RPS procurement requirements.

b. Sought to develop either its own eligible renewable energy resources, transmission to interconnect to eligible renewable energy resources, or energy storage used to integrate eligible renewable energy resources.

c. If the cause for delay or insufficient supply was foreseeable, procured an appropriate minimum margin of procurement above the level necessary to comply with the RPS to compensate for foreseeable delays or insufficient supply. BWP's determination shall identify the minimum margin of procurement that BWP deemed appropriate to compensate for foreseeable delays or insufficient supply.

d. Taken reasonable measures to procure cost-effective distributed generation and allowable unbundled RECs.

iii. Unanticipated curtailment of eligible renewable energy resources, if the delay of timely compliance would not result in an increase in greenhouse gas emissions. BWP's determination shall include information showing that unanticipated curtailment of eligible renewable energy resources delayed timely compliance and did not result in an increase in greenhouse gas emissions.

iv. Unanticipated increase in retail sales due to "transportation electrification," as defined in Public Utilities Code section 237.5. BWP's determination shall include information showing that it considered the following:

a. Whether transportation electrification significantly exceeded forecasts in BWP's service territory based on the best and most recently available information available to it. Transportation electrification forecasts may include, but are not limited to, information filed with the State Air Resources Board, the Commission, or another state agency, forecasts in BWP's integrated resource plan developed pursuant to Public Utilities Code section 9621, or other forecasts developed or approved by BWP.

b. Whether BWP has taken reasonable measures to procure sufficient resources to account for unanticipated increases in retail sales due to transportation electrification.

Pursuant to Public Utilities Code section 399.15(b)(9) and section 3204(e) of the RPS Guidelines, in no event shall a deficit associated with the compliance period be added to a future compliance period.

If BWP approves a delay in compliance for a particular compliance period, BWP shall provide a compliance plan within 3 months that identifies actions to ensure future procurement requirements are satisfied.

C. Cost Limitations

Pursuant to Public Utilities Code Section §399.30(d) and 399.15(c) and Section 3206(a)(3) of the California Code of Regulations (Cal. Code Regs., tit. 20, § 3206), the City Council may adopt rules establishing cost limitation on procurement expenditures used to comply RPS procurement requirements.

i. Adopted cost limitation rules shall be set at a level determined by the City Council to prevent disproportionate rate impacts.

ii. When applying procurement expenditures under an adopted cost limitation rule, BWP shall apply only those types of procurement expenditures permitted under the adopted rule.

iii. Adopted cost limitation rules shall include planned actions to be taken in the event the projected cost of meeting RPS procurement requirements exceeds the cost limitation.

Such actions may include refraining from entering into new contracts or constructing facilities for eligible renewable energy resources beyond the quantity that can be procured within the cost limitation.

D. Portfolio Balance Requirements Reduction

Pursuant to Public Utilities Code section 399.16(e) and Section 3206(a)(4) of the RPS Enforcement Regulations, the Burbank City Council may adopt rules that allow for the reduction of the PCC 1 portfolio balance requirement for a specific compliance period.

i. The need to reduce the portfolio balance requirement for PCC 1 must result from conditions beyond the control of BWP as provided in Section 3206(a)(2).

ii. A reduction of the PCC 1 portfolio balance requirement below 65 percent for any compliance period after December 31, 2016 will not be considered consistent with Public Utilities Code section 399.16(e).

iii. A POU that reduces its portfolio balance requirement for PCC 1 must adopt the change at a publicly noticed meeting and include this information in an updated renewable energy resources procurement plan submitted to the Commission.

The notice and procurement plan must include:

a. The compliance period for which the reduction may be adopted.

b. The level to which the PCC 1 requirement has been reduced.

c. An explanation of how the reduction resulted from conditions beyond the control of the utility.

E. Invoking Optional Compliance Measures

BWP may invoke the optional compliance measures described in this section when circumstances beyond its reasonable control affect its ability to satisfy RPS procurement requirements.

If BWP invokes an optional compliance measure, BWP shall identify the applicable measure in its RPS compliance filings submitted to the California Energy Commission, along with documentation describing the circumstances necessitating the measure and the actions taken to mitigate the impact.

OPTIONAL COMPLIANCE MEASURES – MEASUREMENT AND TRIGGERS

Cost Limitations

The City Council may adopt a cost limitation pursuant to PUC Section 399.30(d) and §399.15(b)(5)–(7)[1] to safeguard BWP customers from disproportionate rate impacts associated with renewable procurement. This cost limitation is intended to reflect current market conditions and address any disproportionate rate impacts to customers.

The cost limitation analysis is calculated based on the most recent Power Supply budget forecast and considers projected procurement costs (including transmission, battery storage and other related costs necessary to deliver the energy to the customers) relative to the FY 2024/2025 adopted budget as the Base Year. This analysis includes factors such as energy and REC market pricing trends, the projected compliance position for the applicable compliance period, and any potential long-term contracts under consideration.

If compliance costs are determined to exceed reasonable thresholds, the City Council, retains the authority to implement a cost limitation. Implementation of a cost limitation may result in the temporary deferral of RPS procurement or other compliance actions, ensuring that long-term RPS compliance is achieved in a prudent and financially responsible manner. BWP shall document all efforts taken to achieve compliance prior to invoking a cost limitation and report such actions in its RPS compliance filing to the CEC.

Definitions

i. **Total Net Power Supply Costs (TNPSC)** - The summation of resource, transmission and LADWP Balancing Authority (BA) costs required to meet retail sales and includes renewable energy costs to meet s RPS goals. These costs are calculated annually on a fiscal year basis.

[1] Section 399.30(d) provides that cost limitations for procurement expenditures must be consistent with subdivision 399.15(c). For purposes of Section 399.15, references to “commission” shall refer to the City Council, and references to the “electric corporation” shall refer to Burbank Water and Power, as a department of the City of Burbank.

ii. **Total Cost of Procurement for the RPS** - The total annual incremental FY cost to procure renewable resources to meet RPS compliance above the cost of FY2024/2025 Power Supply Budget. Total Cost of Procurement for the RPS also includes the expected cost of building, owning, delivering and/or operating eligible renewable resources.

iii. **Retail Power Supply & Transmission Expenses (Retail PS&TE) –** The summation of this includes all power, fuel, and transmission to related costs to serve retail customer energy needs.

Consumer Price Index (CPI) Benchmark for Cost Limitation Evaluation

For purposes of evaluating potential disproportionate rate impacts associated with RPS procurement, the BWP shall benchmark the increase in costs against the Consumer Price Index (CPI). The CPI provides a transparent, publicly available measure of inflation that reflects change in general price levels affecting customers in the Los Angeles metropolitan area.

The CPI used for this analysis shall be the Consumer Price Index for All Urban Consumers (CPI), All Items, Los Angeles metropolitan area, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (BLS). The applicable CPI benchmark shall be based on the annual percentage change in the CPI over the prior twelve month (12)-month period, consistent with BWP's CPI adjustment methodology.

The FY 2024/2025 Power Supply Budget is designated as the Base Year for the cost limitation analysis. Using this Base Year, BWP will calculate the budgeted all-in Retail PS&TE for energy delivered on a $/kWh (or $/MWh) basis by dividing total Retail PS&TE plus transmission cost by the budgeted Retail Sales. Each incremental RPS procurement decision will be layered in the Retail PS&TE and the impact on potential cost increases will be evaluated as a percentage relative to CPI.

A result showing an increase in Retail PS&TE costs on a $/kWh basis that exceeds CPI growth relative to the Base Year shall be considered indicative of a disproportionate rate impact under PUC §399.15(b)(5)–(7), and BWP will provide a recommendation to its Board and City Council to trigger the OCM based on cost limitations.

For purposes of this analysis, the CPI benchmark shall reflect the annual percentage change in the CPI over the prior twelve (12) month period, as published by the BLS. If the CPI change is equal to zero (0) or negative, no adjustment shall be applied for purposes of evaluating cost limitation thresholds. If the CPI change is positive, the percentage change shall be converted to a multiplier by dividing the percentage by 100 and adding one (1.000), consistent with the CPI adjustment methodology used by the BWP.

Establishment of Threshold for Disproportionate Rate Impacts

BWP has established a quantitative threshold to determine when RPS procurement cost may result in a disproportionate rate impact to BWP customers. Using the Base

Year, a disproportionate rate impact is deemed to occur when the percentage increase in TNPSC, expressed on a per-kilowatt-hour ($/kWh) basis and attributable to RPS procurement, exceeds the applicable CPI benchmark.

For reference purposes, CPI values shall be updated annually using publicly available BLS data. The CPI benchmark and its applicability shall be reassessed during each annual budget cycle, or when evaluating new renewable procurement opportunities intended to support compliance with the 60 percent RPS target by 2030, consistent with the objectives of SB 100.

Trigger for City Council Notification

BWP shall notify the City Council if any of the following conditions occur:

- Total Cost of Procurement to meet RPS compliance activities in the current fiscal year exceeds the FY 2024/2025 TMPSC by more than the CPI benchmark; or
- BWP's updated budget forecast indicates that projected costs will exceed the established CPI based threshold in the following fiscal year; or
- A PPA is being considered and is expected to cause a cost increase that exceeds the CPI benchmark.

BWP shall prepare an analysis and recommendation for review by the BWP Board and City Council.

Establishment of Base Fiscal Year

The FY 2024/2025 Power Supply Budget is designated as the Base Year for cost limitation analysis. Using this fiscal year ensures that all future comparisons are anchored to a City Council adopted Power Supply Budget and rate structure, providing a transparent and publicly reviewed financial baseline.

The FY 2024/2025 budget reflects BWPs current resource portfolio, operating cost assumption, and approved procurement plan, including renewable procurement necessary to maintain progress toward SB 100 compliance goals.

The FY 2024/2025 budget reflects BWP's current resource portfolio, operating cost assumptions, and approved procurement plan, including renewable procurement necessary to maintain progress toward SB 100 compliance targets. Because this budget represents BWP's most recently adopted and fully implemented financial plan, it provides a consistent reference point for evaluating incremental cost impacts associated with additional RPS procurement.

Using the FY 2024/2025 Power Supply Budget as the Base Year allows BWP to evaluate future changes in Retail PS&TE costs on a $/kWh basis relative to an adopted baseline. This approach ensures that any determination of disproportionate rate impact is grounded in actual adopted cost structures and rate-setting decisions, consistent with BWP's financial planning practices and the cost-limitation provisions of the RPS regulations.

Equation for Cost Limitation

To apply the cost limitation provisions under PUC §399.15(b)(5)–(7), BWP evaluates when annual RPS procurement costs place disproportionate upward pressure on electric rates using the following benchmark:

Cost Limitation Benchmark, If:

Future Year Annual Retail PS&TE ($/kWh) > (1 + CPI) × FY 2024/2025 Retail PS&TE ($/kWh), then a disproportionate rate impact exists.

Future Year Annual Retail PS&TE is the future year where we are measuring the impact of potential RPS-related procurement to see if the Cost Limitation is triggered.

Process for Implementation of Cost Limitation

BWP continuously monitors its power supply expenditure and will advise the City Council at least annually of its TNPSC. When TNPSC expenditures approach or exceed the cost limitation threshold, BWP will follow the process below to notify the City Council and seek directions on further action:

i. BWP will advise City Council, via a memo or staff report, that the threshold for the cost limitation has been met and will recommend a course of action for City Council consideration,
ii. City Council, at its sole discretion, may choose to implement the cost limitation provision and direct BWP to pause or cease activities related to RPS compliance until the costs for complying with the RPS fall to a level that will not have a cost impact exceeding the Index,
iii. Through the direction provided by City Council, BWP will either (a) pause or cease its activities related to RPS compliance until the costs for complying fall below the Index, or (b) continue its RPS procurement and compliance efforts as instructed and implement the necessary rate increases.

BWP may recommend invocation of an optional compliance measure; however, adoption and implementation of any such measure remain solely within the discretion of the City Council.

If the City Council elects to implement the cost limitation provision, BWP may rely on applicable CEC RPS statutory flexibilities, as provided in the RPS regulations, including:

- Delay of Timely Compliance
- Use of Excess Procurement (Banking)
- Portfolio Balance Requirement Reduction

Any cost limitation adopted by the City Council is intended to be temporary and shall be reassessed periodically as market conditions and procurement costs evolve.

BWP RPS COMPLIANCE TO DATE AND PLANNED COMPLIANCE WITH LAW

Consistent with §399.15, occurrence of the following items, as well as others that are allowed under §399.15, are instances where City Council may delay timely procurement sufficient to reach 60% of retail sales by December 31, 2030 (or any interim target).

- Inadequate Transmission Capacity: BWP has limited transmission rights to market hubs and scheduling points within the Western Interconnection and cannot on its own finance the development of high-voltage transmission projects to new resource developments. Burbank's ability to access new eligible renewable energy resource developments across the Western United States are constrained. A delay may apply if BWP has inadequate transmission capacity despite taking reasonable measures under its control to develop or otherwise obtain transmission for potential eligible renewable energy resources.

- Permitting or Interconnection delays. Delays affecting the completion, interconnection or operating date of new eligible renewable power projects or result in an inadequate supply of such projects beyond the control of the utility.

- Unanticipated Curtailment or unforeseeable circumstances. Unexpected and sudden loss or reduction of supply from a resource.

- Unanticipated increase in retail sales due to transportation electrification. In the event that adoption of transportation electrification through 2030 greatly exceeds current load estimates, BWP may not be able to meet compliance period targets without disproportionate rate impacts.

ENFORCEMENT PROGRAM

The General Manager of Burbank Water and Power shall have the duty and responsibility of executing the Procurement Plan outlined above and ensuring that is done in full compliance with the law and any applicable regulations issued there under.

It is BWP's practice to discuss Burbank's renewable energy portfolio with the public during the annual budget meetings that take place with Burbank City Council and Utility Board. BWP shall maintain the practice of reporting on its renewable procurement progress during these public meetings.

The General Manager shall inform the City Council at a separate public meeting if they determine that BWP will not meet a procurement target set out above or doing so will result in rate increases exceeding CPI. The General Manager shall present a plan to bring the utility back into compliance at the same meeting for City Council's consideration for adoption.

VERSIONS

- VERSION 1: Initially Adopted – November 22, 2011

    - New mandate to comply with SBX12
- VERSION 2: Amended – October 30, 2012
    - Update on renewable energy contracts
- VERSION 3: Amended – December 14, 2021
    - Show compliance with SB 100
    - Incorporate RPS Regulations as approved on July 12, 2021
- VERSION 4: Amended – May 19, 2026
    - Incorporation of Cost Limitation Procedures & Compliance Update

Consent Calendar
Item #9

STAFF REPORT

WATER AND POWER

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
VIA: Richard Wilson, Assistant General Manager, Water Systems
BY: Michelle Elorde, Principal Civil Engineer–BWP
Melissa Hourany, Senior Administrative Analyst

SUBJECT: Approval of an Amendment to the License Agreement with the Burbank-Glendale-Pasadena Airport Authority for Access to the Hollywood Burbank Airport for the Installation, Operation, and Maintenance of Water Service Connections and Related Appurtenances

RECOMMENDATION

Approve an amendment to the License Agreement with the Burbank-Glendale-Pasadena Airport Authority (BGPAA) that grants Burbank Water and Power (BWP) access to the Hollywood Burbank Airport for the installation, operation, and maintenance of water service connections and related appurtenances, find the item exempt from the California Environmental Quality Act (CEQA), and authorize the BWP General Manager, as the City Manager's designee, to execute the amendment and any other ancillary documents or future amendments to the License Agreement, in form and substance satisfactory to the City Attorney's Office (Attachment 1).

BACKGROUND

On September 30, 2025, the City Council (Council) approved a License Agreement with the BGPAA to allow the City of Burbank (City), acting by and through BWP – Water, to access the Hollywood Burbank Airport (Airport) property for the installation, operation, and maintenance of an 8-inch potable water service to serve Airport facilities and operations.

Since that time, BGPAA has requested additional potable and recycled water service connections to further support Airport operations and future needs. The expanded scope

includes installation of an 8-inch domestic potable water service, a 4-inch recycled water service, a 2-inch domestic potable service, and a 6-inch fire service to provide reliable and redundant service for Airport facilities.

To accommodate these additional improvements, the City must enter into a First Amendment to the existing License Agreement (Amendment). The Amendment will expand the licensed premises and permitted activities to allow for the installation, operation, and maintenance of the additional water infrastructure. As with the original agreement, the Amendment will provide the City with the necessary rights to perform this work on Airport property until a permanent easement is secured and recorded.

DISCUSSION

Approval of the Amendment will allow the BWP Water Division to expand the original License Agreement and complete the work requested by BGPAA. The Amendment adds new areas to the Licensed Premises and new permitted activities related to installing and maintaining the additional water infrastructure. Specifically, the Amendment includes new exhibits that describe the expanded license area, and details additional water line installations and related work to be performed by BWP. Also included are clarified responsibilities for installation, relocation, and repairs if issues arise due to survey errors or future construction by BGPAA. All other terms of the original License Agreement remain unchanged.

Approving this Amendment continues to support the delivery of reliable potable and recycled water services to the Hollywood Burbank Airport, ensures clear delineation of responsibilities and ownership between the parties, and provides the City with the legal rights necessary to install, operate, and maintain these infrastructures until the City receives the recorded dedicated easement.

ENVIRONMENTAL REVIEW

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, are categorically exempt under the CEQA (14 CCR §15301). This Amendment grants temporary authorization to BWP Water to install, operate, and maintain potable and recycled water service lines, vaults, meters, and related appurtenances on Airport property until a dedicated easement for such purposes is recorded with the County of Los Angeles. The project involves minor alterations to existing facilities and rights-of-way and does not expand or change the underlying use of the property. As such, it qualifies for the exemption under §15301.

FISCAL IMPACT

There is no direct fiscal impact to approve the Amendment.

CONCLUSION

Staff recommends that the Council approve the First Amendment to the License Agreement with BGPAA, find the activity exempt under CEQA, and authorize the BWP General Manager as the City Manager's designee, to execute the Amendment and any other ancillary documents or future amendments to the License Agreement, in form and substance satisfactory to the City Attorney's Office.

ATTACHMENTS

Attachment 1 – First Amendment to the License Agreement
Attachment 2 – License Agreement

AMENDMENT NO. 1 TO LICENSE AGREEMENT

This Amendment No. 1 ("First Amendment") to the October 6, 2025 License Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Licensor"), a California joint powers agency, and the City of Burbank ("Licensee"), a California municipal corporation, is dated May 20, 2026 for reference purposes. Capitalized terms not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.

R E C I T A L S

A. The parties executed the Agreement to provide for Licensor's grant to Licensee of a right to temporarily use and have access to the Licensed Premises for the purposes and obligations related to installation, inspection, operation, and maintenance of water lines and related points of connection.

B. The parties desire to amend the Agreement to expand the Licensed Premises and the Permitted Activities.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Addition of Exhibit A-1. The Licensed Premises are expanded by adding the area depicted in the attached Exhibit A-1, incorporated by this reference. All references in the Agreement to the Licensed Premises shall be deemed to refer to the land described on Exhibits A and A-1.

2. Addition of Exhibit B-1. The Permitted Activities are expanded by adding the activities listed in the attached Exhibit B-1, incorporated by this reference. All references in the Agreement to the Permitted Activities shall be deemed to refer to the activities set forth on Exhibits B and B-1.

3. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this First Amendment may be delivered by e-mail of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party.

4. Preservation of Agreement. Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED:

Licensee
City of Burbank

By:_____

Print Name:_____

Title:_____

Date:_____

Approved as to Form:

By:_____

Print Name:_____

Title:_____

Date:_____

Licensor:
Burbank-Glendale-Pasadena
Airport Authority

By:_____

Print Name:_____

Title:_____

Date:_____

Approved as to Form:

By:_____

Print Name:_____

Title:_____

Date:_____

EXHIBIT A-1
Additional Licensed Premises

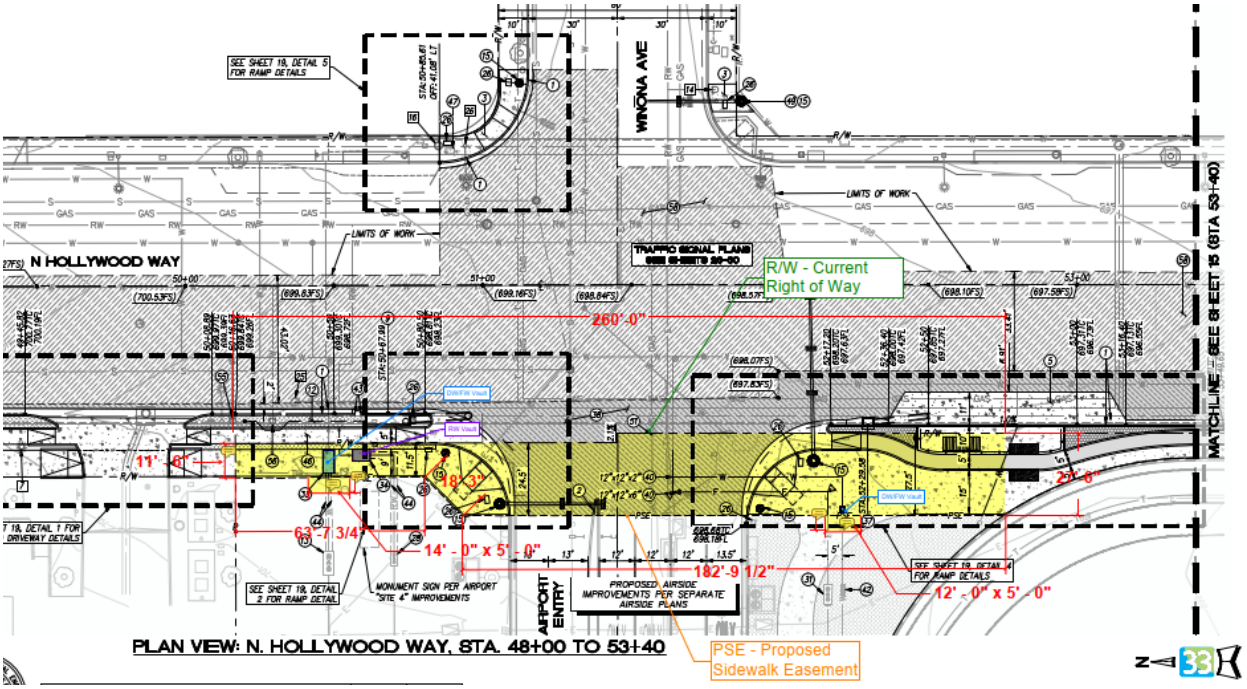


EXHIBIT B-1
Additional Permitted Activities

1. Licensee shall have the right to temporarily access and use Airport land, on the west side of Hollywood Way at the Winona Avenue intersection, for the purposes set forth in this First Amendment.

2. Licensee, through Burbank Water and Power ("BWP Water"), shall install and/or perform:
   - 8" potable service line, 8" meter and vault, and related appurtenances.
   - 4" recycled water service line, 4" meter and vault and related appurtenances.
   - 2" potable service line, tapping saddle, 2" valve, 2" potable water line, 2" meter and vault, and related appurtenances.
   - 6" fire water service line, thrust block up to the future PSE (proposed sidewalk easement).
   - Demolition of the existing 8" abandoned water line. water blowoff valve & manhole.

   (collectively, the "BWP Connections") within the Licensed Premises.

3. Licensee, through BWP Water, shall complete turn-key installation of the BWP Connections, including temporary shoring for excavation, pipe bedding, and any other temporary means and methods necessary for the installation, based on a survey of the Licensed Premises prepared by Licensor or its agent that establishes the point of connection, horizontal alignments, and elevations for the installation of the BWP Connections (the "Site Survey"). Licensee shall bear the costs of any re-installation or relocation of the BWP Connections required due to deviations from the Site Survey. If re-installation or relocation of the BWP Connections is required due to errors in the Site Survey, Licensor shall reimburse Licensee for re-installation or relocation costs that are directly attributable to errors in the Site Survey. If the newly installed BWP Connections are damaged during the construction by Licensor of civil improvements such as roadways, curbs and gutters, planters, or landscaping ("Infrastructure Improvements"), Licensor shall reimburse Licensee for re-installation or relocations costs that are directly attributable to construction of the Infrastructure Improvements.

4. BWP Water shall dig a minimum 30" wide trench to install the service lines, and the excavations for the meters, vaults and appurtenances.

5. BWP Water shall perform all necessary underground utility avoidance best practices, including DigAlert, as-built review, and hand digging (if applicable). BWP Water shall provide temporary shoring and support for all existing utilities encountered within the Licensed Premises impacted by the construction of the BWP Connections.

6. BWP Water shall backfill all trenches in the Licensed Premises per BWP Water standards and restore the finished elevation to match conditions that existed prior to construction.

7. BWP Water shall have access to the service line, vault, meter, and appurtenances for routine maintenance and in case of emergencies.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is dated October 6, 2025 for reference purposes, and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Licensor"), a California joint powers agency, and the City of Burbank ("Licensee"), a California municipal corporation.

RECITALS

A. Licensor is the owner of the land described on Exhibit A ("Licensed Premises"), which is part of the Hollywood Burbank Airport ("Airport").

B. Licensee has requested the right to temporarily use and have access to the Licensed Premises for the purposes and obligations set forth on Exhibit B related to installation, inspection, operation, and maintenance of water lines and related points of connection (collectively, "Permitted Activities").

C. In consideration of the Licensee's use of and access to the Licensed Premises, the Permitted Activities will limit unforeseen water shut-offs and primarily benefit Licensor and the Airport.

D. Licensor has agreed to give to Licensee, and Licensee has agreed to accept from Licensor, a temporary and limited contractual license to enter upon the Licensed Premises at no charge to conduct the Permitted Activities in accordance with this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. **Term.** The License Term shall commence on October 6, 2025 and shall expire on the earlier of (i) the date upon which an easement authorizing Licensee to perform the Permitted Activities within the Licensed Premises, or a larger area that includes the Licensed Premises, is recorded in the Official Records of Los Angeles County, or (ii) January 31, 2027. Either party may terminate the License Term at any time upon 75 days' prior written notice to the other party. Licensee waives any and all rights to relocation benefits under applicable law upon the expiration or earlier termination of the License Term.

2. **Condition of Property.** Licensee represents that it has inspected the Licensed Premises and accepts the Licensed Premises in its current "AS IS" condition, without representation or warranty, express or implied, subject to all matters of record; provided, that to Licensee's actual knowledge, there is no dangerous condition or hazardous material on the Licensed Premises.

3. **Use.** Licensee may use the Licensed Premises only for the Permitted Activities. Licensee acknowledges that the Permitted Activities do not include fencing off or otherwise obstructing access to the Licensed Premises. Licensee assumes all risk of third party theft or damage to materials or equipment that Licensee lays down or stores at the Licensed Premises. Licensee shall comply with applicable laws and the Federal Requirements set forth in the attached Exhibit C. Licensee shall not intentionally release any hazardous materials or substances on the Property. In the event of any accidental release, Licensee shall promptly

remediate the site for any hazardous materials or substances released by Licensee. Licensor shall have the right to enter and inspect the Licensed Premises at any time.

4. Removal of Personal Property. Within 75 days after expiration or earlier termination of the License Term, unless otherwise requested by Licensor, Licensee shall remove all of its improvements and personal property from the Licensed Premises, and shall restore the Licensed Premises to its pre-existing condition including landscaping. If Licensee does not do so, then Licensor may do so, and may dispose of or retain such improvements and personal property without obligation or liability to Licensee.

5. Indemnity. Each party shall indemnify, defend, and hold harmless the other party, and the other party's officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses) (collectively "Indemnified Claims") incurred in connection with the Permitted Activities, except to the extent that any such Indemnified Claims arise in connection with the actions or omissions of the indemnified party, and the other party's officers, agents, contractors or employees. The obligations under this section shall survive the expiration or earlier termination of this Agreement.

6. Miscellaneous. This Agreement does not convey to Licensee any right, title or interest in or to the Licensed Premises or the Airport, but merely grants limited contractual rights and privileges. In no event shall this Agreement or any memorandum be recorded. This Agreement may not be assigned by Licensee, in whole or in part. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by e-mail of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party.

8. Integration. This Agreement contains the entire agreement of the parties with respect to the Licensee's use of the Licensed Premises for the Permitted Activities.

9. Representations and Warranties. Licensor and Licensee each represents and warrants that (a) it has the authority to enter into this Agreement, (b) the execution, delivery and performance by it shall not result in any default or breach of any agreement and (c) no other consent or approval is necessary for the execution, delivery and performance of this Agreement.

EXECUTED:

Licensee:
City of Burbank

By: _____
10/16/25

Print Name: Mandip Kaur Samra

Title: General Manager - BWP

Licensor:
Burbank-Glendale-Pasadena Airport Authority

By: _____

Print Name: Tyson Hampton

Title: Vice President

Approved as to Form
Office of the City Attorney

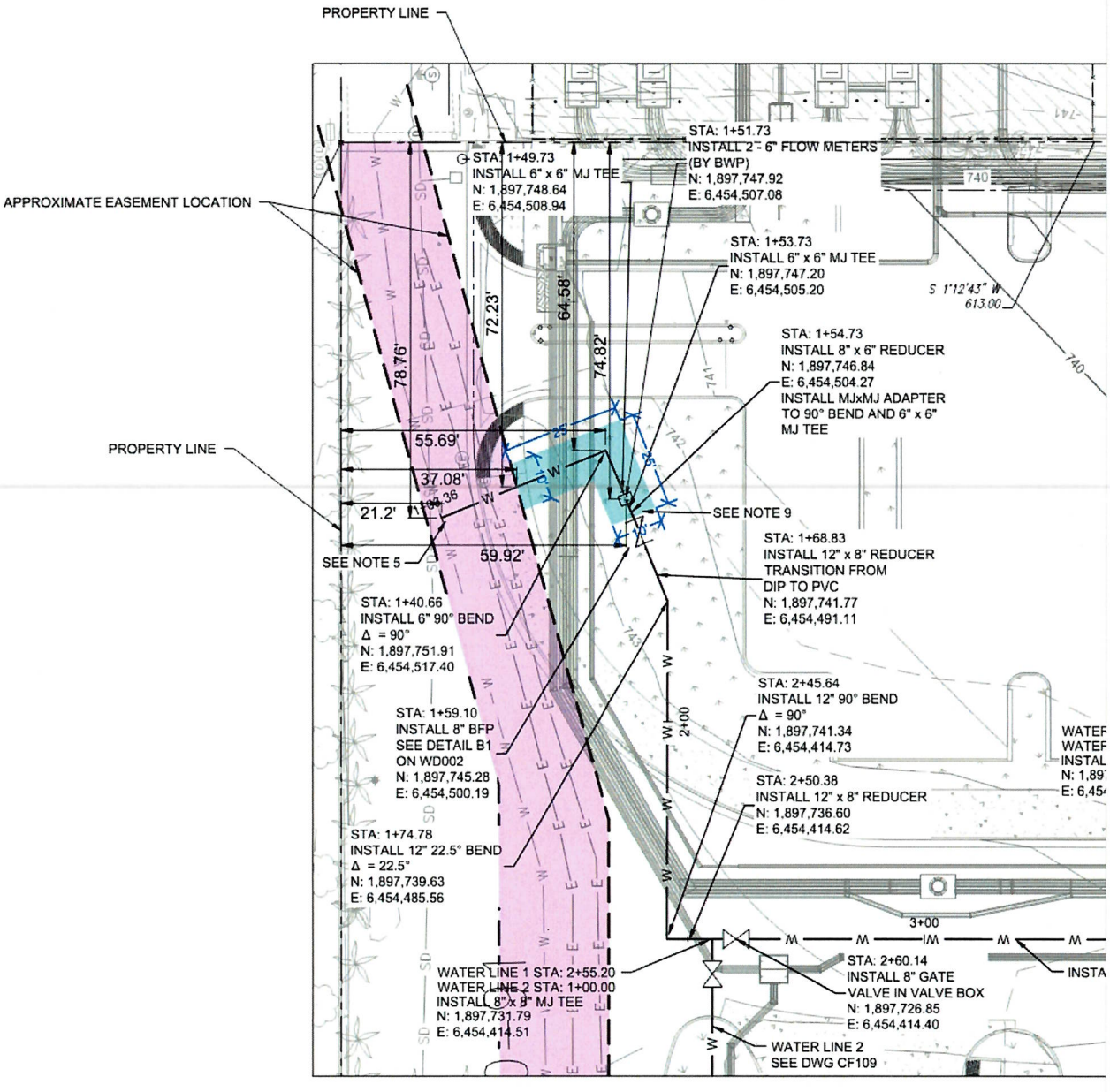
By: _____
Title: _____
Date: 10.2.25

Kane Thuyen
Senior Assistant City Attorney

Hollywood Burbank Airport

EXHIBIT A

Licensed Premises



A1 / CF101 PLAN WATER LINE 1

EXHIBIT B
Permitted Activities

1. Licensee shall have the right to temporarily access and use Airport land, adjacent to an existing 12" water main line owned by Licensee and located on an existing utility easement on Cohasset Street, for the purposes set forth in this Agreement.

2. Licensee, through Burbank Water and Power ("BWP Water"), shall install a 12" x 8" tapping saddle, 8" valve, 8" potable service line, 8" compound meter and vault, and related appurtenances (collectively, the "BWP Connection") within the Licensed Premises.

3. Licensee, through BWP Water, shall complete turn-key installation of the BWP Connection, including temporary shoring for excavation, pipe bedding, and any other temporary means and methods necessary for the installation, based on a survey of the Licensed Premises prepared by Licensor or its agent that establishes the point of connection, horizontal alignments, and elevations for the installation of the BWP Connection (the "Site Survey"). Licensee shall bear the costs of any re-installation or relocation of the BWP Connection required due to deviations from the Site Survey. If re-installation or relocation of the BWP Connection is required due to errors in the Site Survey, Licensor shall reimburse Licensee for re-installation or relocation costs that are directly attributable to errors in the Site Survey. If the newly installed BWP Connection is damaged during the construction by Licensor of civil improvements such as roadways, curbs and gutters, planters, or landscaping ("Infrastructure Improvements"), Licensor shall reimburse Licensee for re-installation or relocations costs that are directly attributable to construction of the Infrastructure Improvements.

4. BWP Water shall dig a minimum 30" wide trench to install the tapping saddle, valve and water service line, and a 6' x 9' trench to install the meter, vault and appurtenances.

5. BWP Water shall perform all necessary underground utility avoidance best practices, including DigAlert, as-built review, and hand digging (if applicable). BWP Water shall provide temporary shoring and support for all existing utilities encountered within the Licensed Premises impacted by the construction of the BWP Connection.

6. BWP Water shall backfill all trenches in the Licensed Premises per BWP Water standards and restore the finished elevation to match conditions that existed prior to construction.

7. BWP Water shall have access to the service line, vault, meter, and appurtenances for routine maintenance and in case of emergencies.

8. Licensee shall repair the Licensed Premises to a condition substantially similar to the condition immediately before Licensee's work related to the Permitted Activities. Licensee shall not be responsible for any maintenance within the Licensed Premises,

except with respect to Licensee's facilities located at the Licensed Premises from the point of connection up to the customer valve, as depicted in Exhibit A.

EXHIBIT C
Federal Requirements

For purposes of this Exhibit, references to "Tenant" shall be deemed to refer to Licensee.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Tenants, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant"), agrees as follows:

1. Compliance with Regulations: The Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the Tenant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Tenant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Tenant under the contract until the Tenant complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

3. <u>Transfer of Real Property Acquired or Improved Under the Airport Improvement Program</u>

A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

4. Construction/Use/Access to Real Property Acquired Under the Airport Improvement Program

A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Asst. Community Development Director – Planning
Scott Plambaeck, Planning Manager
Daniel Villa, Principal Planner
BY: Silvia Sulis, Planning Technician

SUBJECT: Annual Review of Planned Developments and Development Agreements

RECOMMENDATION

Note and file.

BACKGROUND

The Planned Development (PD) process was established and codified in the Burbank Municipal Code (BMC) in 1985 to allow for rezoning a property to a PD zone designation. This alternate process has allowed the City to consider proposals for unique developments for residential, commercial, professional, or other similar activities. In some instances, a PD may include combinations of uses and modified development standards, which can create a desirable, functional, and community-oriented environment under the controlled conditions of a development plan (BMC § 10-1-19119). The BMC requires that a PD have approval of a Development Agreement (DA). The DA is the implementation and enforcement instrument for PD approval and serves as an agreement between the City and an applicant to grant a developer a vested right to build an approved project within a prescribed period under the specific terms noted therein.

BMC §§ 10-1-19114 and 10-1-19129 require staff to provide the City Council (Council) with annual updates on the status of active PDs and DAs and ongoing compliance with the terms of their respective agreements.

DISCUSSION

Since 1985, various developers have submitted a total of 119 PD applications (summarized below). Consistent with BMC §§ 10-1-19114 and 10-1-19129, which are substantially similar to the process outlined in California Government Code § 65865.1, the City undertakes this annual review for 2025 to confirm the PDs and DAs ongoing compliance with the terms of their respective agreements.

Staff notes the following definitions to help facilitate review of the summary table:

- **Approved PDs –** Total PD applications approved by Council since 1985.
- **Completed PD/DAs –** PD applications that have been built and are in compliance with the related DA and mitigation measures.
- **PDs with Active DAs –** PD applications that have been approved and have an active DA. Property owners may be in the process of developing the project; all retain a vested right to develop the project through the term identified in the DA.
- **PDs with Expired DAs –** PDs with DAs that were approved, but expired because the project was never fully developed, or they were replaced by another PD/DA.
- **Replaced by Other PD –** Prior PD approvals that were replaced by subsequent PDs on the City's Zoning map.
- **Denied or Withdrawn –** PD applications that were denied or withdrawn before Council consideration.
- **Under Review –** PD applications that are currently undergoing review and processing or are on hold.
- **Submitted in 2025 –** PD applications submitted in the current reporting calendar year.

Summary of PD/DA Status Since 1985	
Approved PDs	83
Completed PD/DAs: 48	
PDs with Active DAs: 14	
PDs with Expired DAs: 18	
Replaced by Other PD: 3	
Denied or Withdrawn:	35
Under Review:	1
Submitted in 2025:	0
TOTAL	**119**

Approved PDs

Completed PD/DAs – Since the last update to Council on May 20, 2025, no active PD/DAs were completed. However, there is an update on two previously Completed PD/DAs (PD 97-03, and PD 02-2). An overview of this update (Attachment 1) is summarized below.

- ***PD 97-03 (Burbank Empire Center):***
  On October 13, 2025, the Planning Commission approved Project No. PL 24-0000703, consisting of a Variance and Lot Line Adjustment. The Variance authorized a reduced front yard setback of 8.18 feet for the existing restaurant building occupied by Sharky's Woodfired Mexican Grill, a front yard setback ranging from 9.91 to 9.95 feet for the adjacent trash enclosure located to the west, and wall heights of 9.5 feet and 4 feet for the retaining wall and garden wall.

  The Lot Line Adjustment was approved to realign and correct the property boundary along West Empire Avenue to make it consistent with the public right-of-way improvements constructed as part of the Empire Avenue Interchange Project adjacent to 1791 West Victory Boulevard. The City is currently coordinating with the property owner to satisfy the conditions of approval and implement the revised lot lines and associated utility easement resulting from this project.

- **PD 02-2 (Civic Center Master Plan)**
  On February 2, 2026, a Development Review application for a revised new Library and Civic Center Project was submitted and is currently under review by the City. The project area is bounded by Third Street, Olive Avenue, Orange Grove Boulevard, and Glenoaks Boulevard. A Development Review Community Meeting was held on April 2, 2026, to present the project to members of the community. On April 23, 2026, the Community Development Director approved the Development Review for the new Civic Center and Library Project. The Director's decision became final on May 8, 2026.

PDs with Active DAs

Staff monitor active PD/DAs to ensure progress and compliance with development requirements including requirements of Mitigation Monitoring & Reporting Programs (MMRP), and conditions of approval contained in associated DAs. There are 14 active PD/DAs. A summary of active PDs, their status, and ongoing monitoring of MMRPs and conditions of approval, is included in Attachment 1.

If a developer is found out of compliance with the terms of a PD or DA, DAs typically outline a procedure for the City to provide notice of default and a time to cure. If the default is not cured and/or if there is substantial evidence that a developer has not complied in good faith with the terms and conditions of the DA, then the City may initiate proceedings to terminate the DA and rezone the property. All active PDs currently comply with the requirements of their respective DAs, as noted in Attachment 1.

Since the last update to Council on May 20, 2025, four updates have been made to previously Active PD/DAs (i.e., PD 94-8, PD 2004-169/170, PD 2014-01, PD 17-01). An overview of these updates is included in Attachment 1 and summarized below.

- ***PD 94-8 (Warner Brothers Studio, Ranch Lot Master Plan):***
  In 2023, the entire project site was cleared to facilitate construction of the new Ranch Lot Studios campus. As of April 2026, construction has been completed and includes 16 sound stages, a five-story media office building, a five-level parking structure, a mill building for production manufacturing, and various site improvements including upgraded infrastructure and new landscaping. Additionally, a Master Sign Program for the Ranch Lot Studios project was approved on January 14, 2025, establishing design standards for signage and ensuring a thematic and harmonious design throughout the property.

- **PD 2004-169/170 (Hollywood Burbank Airport Development Agreement)**
  The Project was formally submitted into Plan Check under a new address, 2827 N. Hollywood Way, in September 2023; demolition of the property commenced in December 2023. All permit packages have been approved, including tenant improvements for food and beverage concessions. These are expected to be completed by Spring 2026, with a Temporary Certificate of Occupancy (TCO) forecasted for July 2026. The BUR Replacement Terminal facility is anticipated to open for operations in October 2026, with demolition of the old terminal to begin shortly thereafter. At the time of this report, a timeline for demolition has not been established.

- **PD 2014-01 (First Street Village)**
  The project is in the process of being constructed on three acres (three blocks) in downtown Burbank. It will be completed in three phases, with one building (one block) to be completed during each phase. Building A, located at 325 N. First Street, has been completed, and was issued a Certificate of Occupancy in August of 2023. The ground floor of Building A is occupied by a dog groomer and a fitness studio, and an application for a Conditional Use Permit for a wine bar and shop was approved in March 2026. Building B, located at 275 N. First Street, has been completed with remaining offsite improvements in the adjacent public right-of-way expected to be completed in mid-2026. As for Building C, located at 375 N. First Street, this project has been delayed at the request of the Developer until further notice.

- **PD 2017-01 (777 North Front Street)**
  Construction activities commenced in 2021 on the residential phase of the project. Construction on Building 1 (800 N. Front Street) was completed, and a temporary certificate of occupancy was issued in June 2025. Construction on Building II (700 N. Front Street) was completed, and a temporary certificate of occupancy was issued in October 2025. The majority of required off-site improvements have been completed with the completion of the residential phase of project construction. City staff is currently reviewing the proposed off-site improvements which include the following:

(1) 28,000 square feet of publicly accessible open space area and (2) elevator and staircase leading up to the Magnolia Bridge.

On December 31, 2024, the applicant submitted an SB 330 Preliminary Application to replace the approved hotel with 40 townhome style units. A Preliminary Application, though not required for housing development projects, intends to allow the project to 1) vest, or "lock in," zoning rules and development standards when the complete application is submitted (vesting rights do not apply to changes in State law or building code); and 2) limits the number of hearings on a project to five (5) maximum. An applicant has 180 days to submit a full application following a Preliminary Application to prevent expiration. A full application for this specific project (PD 2017-01) would include a Development Review and a PD/DA Amendment to replace the hotel with the housing units. The applicant did not formally submit a request to amend the existing PD/DA approvals within the 180-day submittal window, therefore the SB 330 Preliminary Application expired on June 29, 2025.

PDs with Expired DAs

Since staff's last update to Council, no DAs or their related PDs have expired.

Denied or Withdrawn

None.

Under Review

One proposed PD/DA is currently under review:

- **PD/DA at 2500 North Hollywood Way** – This PD/DA proposes development of an Aloft and Residence Inn Dual Brand Hotel. The project would include a seven-story building with 420 hotel rooms and a detached parking structure. The application is still under review. In December 2024, a Draft Environmental Impact Report (DEIR) was released for public review and comment. Staff is in the process of preparing the Final EIR, which will be completed ahead of Planning Commission and City Council consideration of the project. Concurrently, staff is actively working with the Project Applicant to finalize the Development Agreement (DA). Completion of the DA is required prior to scheduling public hearings. It is anticipated that the project will be considered by the City Council in Fall 2026.

Submitted in 2025

None.

ENVIRONMENTAL REVIEW

City Council's annual review of City-approved PDs and DAs is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guideline §15306

pertaining to information collection activities, which do not result in disturbance to an environmental resource. The purpose of the report is to provide data and research strictly for information gathering.

FISCAL IMPACT

The annual review of City-approved PDs and associated DAs will have no fiscal impact.

CONCLUSION

The annual review of PDs and DAs provides an opportunity for the City to confirm that developers and property owners are complying with the terms of their respective agreements and provides the City with an opportunity to work with developers and property owners to address any concerns. As of May 19, 2026, staff has determined that all active PDs comply with their respective DA terms, conditions of approval, and any associated MMRP requirements.

ATTACHMENT

Attachment 1 – Summary of Completed and Active Planned Developments and Development Agreements

ATTACHMENT 1

SUMMARY OF COMPLETED AND ACTIVE PLANNED DEVELOPMENTS (PD) AND DEVELOPMENT AGREEMENTS (DA)

The following terms, as defined below, are used in this document:

- **"Approved PDs" –** PD projects approved by the City Council since the PD process was added to the Zoning Ordinance in October 1985.
- **"Completed PD/DAs" –** PD Projects that have been built out and are in compliance with the related DA and mitigation measures.
- **"PDs with Active DAs" –** Approved PD projects with an active DA that are either in process of construction, or where the PD or DA has been or will be amended.
- **"PDs with Expired DAs" –** PDs with DAs that were approved and have expired, but the project was never developed, or were replaced by another PD/DA.

COMPLETED PD/DAs:

Planned Development No. 97-03
Project: Burbank Empire Center
Location: West Empire Avenue & North Victory Place (former B-1 Site)
Applicant: Zelman Retail Partnerships, Inc. (original applicant/developer)

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 3554)	September 12, 2000	October 17, 2000	October 17, 2015 (Sub-Area D: Sept. 6, 2018)
Minor Amendment (Ord. 16-3,877)	May 10, 2016	June 10, 2016	October 17, 2015 (Sub-Area D: Sept 6, 2018)

Status:
This PD was previously completed (build out) and the DA expired in 2018. It is being included in this report to provide the Council an update on recent activity, including a Development Review application and a request for a Variance and Lot Line Adjustment.

On November 20, 2024, the property owner of Sub Area C submitted a Preliminary Development Review (Pre-DR) application for the potential proposal to redevelop the building previously occupied by Hometown Buffet for a new 10,975 square-foot three-unit building that would include a drive-through restaurant, a restaurant, and a retail tenant space. City staff conducted a comprehensive preliminary review of the proposal and provided comments on January 31, 2025. To date, the property owner has not submitted a formal Development Review (DR) application.

On October 13, 2025, the Planning Commission approved Project No. PL 24-0000703, consisting of a Variance and Lot Line Adjustment. The Variance authorized a reduced front yard setback of 8.18 feet for the existing restaurant building occupied by Sharky's Woodfired Mexican Grill, a front yard setback ranging from 9.91 to 9.95 feet for the adjacent trash enclosure located to the west, and wall heights of 9.5 feet and 4-feet for the retaining wall and garden wall.

The Lot Line Adjustment was approved to realign and correct the property boundary along West Empire Avenue so that it is consistent with the public right-of-way improvements constructed as part of the Empire Avenue Interchange Project adjacent to 1791 West Victory Boulevard. The City is currently coordinating with the property owner to satisfy the conditions of approval and implement the revised lot lines and associated utility easement resulting from this project.

Planned Development No. 02-2
Project: Civic Center Master Plan
Location: 150 N Third Street
Applicant: City of Burbank

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord.3620)	March 26, 2003	April 26, 2003	April 26, 2018

Status:
Originally approved on March 26, 2003, the Planned Development and Development Agreement proposed the redevelopment of the property bounded by Glenoaks Boulevards, Olive Avenue, Third Street, and Orange Grove Avenue and the southwest corner of Orange Grove and Thirds Street. Projects included five new City Buildings: Community Services Building, New Central Library, New Parking Structures, and Administrative Services Building. The DA expired on April 26, 2018, and the only structure that was built was the Community Services Building at 150 North Third Street – it was completed and occupied in 2008.

On February 2, 2026, a Development Review application for a revised new library and civic center project was submitted for Planning Division review. A Development Review Community Meeting was held on April 2, 2026, during which the Project was presented to members of the community. The project area is bound by Third Street, Olive Avenue, Orange Grove Boulevard, and Glenoaks Boulevard. On April 23, 2026, the Community Development Director approved the Development Review for the new Civic Center and Library Project. The Director's decision became final on May 8, 2026.

ATTACHMENT 1-2

PDs WITH ACTIVE DAs:

Planned Developments No. 88-2 & 99-1
Project: Parc Pointe-Chandler
Location: 3601 W. Verdugo Avenue and 610 and 630 N. Hollywood Way
Applicant: Mishenka Properties, LLC and Park Pointe Investors, LLC

	Approved	***Effective***	***DA Expiration***
PD 88-2 and DA (Ord. 3134)	November 15, 1988	December 2, 1988	December 2, 2038
First Amendment and PD 99-1 (Ord. 3534)	December 14, 1999	December 15, 1999	No change
Second Amendment (Ord. 19-3,912)	February 5, 2019	March 8, 2019	No change

Status:
The Project Site is developed with a multifamily residential community consisting of 255 units across seven three-story buildings, along with one three-story office building totaling 30,000 square feet. Parking is provided within three two-story subterranean garages located beneath the residential and commercial structures. The site is governed by two zoning designations, PD 88-2 and PD 99-1, which operate under a single Development Agreement (DA). Construction of the project has been completed in compliance with all conditions of approval. The DA is scheduled to expire on December 2, 2038.

On February 5, 2019, the City Council approved an ordinance amending the DA to: (1) reallocate 51 parking spaces previously designated for residential use to be used exclusively by tenants of the 30,000-square-foot office building; (2) remove provisions allowing commercial parking spaces to be used by residential tenants during evenings and weekends; and (3) revise the maximum permitted size and height of the office building to 30,000 square feet and three stories, excluding parking levels. The PD 88-2 and PD 99-1 zoning designations, as well as the project boundaries and acreage, remained unchanged.

Since staff's last PD/DA update to the City Council, there have been no changes. The property owner continues to comply with all conditions of approval and all applicable mitigation measures related to the project.

Planned Development No. 89-7
Project: Media Studios North
Location: 3101-3377 Empire Avenue, between Ontario Street and Hollywood Way
Applicant: Worthe Real Estate Group, successor-in-interest M. David Paul Development, LLC

	Approved	***Effective***	***DA Expiration***
PD and DA	November 5,	Never Recorded,	10 years

(Ord. 3278)	1991	no effective date	
First Amendment (Ord. 3463)	April 15, 1997	May 24, 1997	June 17, 2007
Second Amendment (Ord. 3667)	March 1, 2005	April 9, 2005	N/A
Third Amendment (Ord. 3838)	April 16, 2013	June 20, 2013	May 10, 2018
Fourth Amendment (Ord. 18-3,903)	May 8, 2018	June 15, 2018	January 31, 2019
Fifth Amendment (Ord. 19-3910)	January 29, 2019	March 1, 2019	May 10, 2028

Status:
The project is a large, campus-style office complex occupied by multiple media companies. It was originally approved in 1991 for a maximum of 710,000 adjusted gross square feet of development. In 2013, the City Council approved an additional 73,000 adjusted gross square feet, increasing the total permitted development to 783,000 square feet. To date, approximately 622,553 adjusted gross square feet have been constructed. The Planned Development/Development Agreements (PD/DAs) have been extended several times since their original approval and are currently set to expire on May 10, 2028.

Since staff's last PD/DA update to the City Council, there have been no changes. The property owner continues to comply with all conditions of approval and all applicable mitigation measures related to the project.

Mitigation Monitoring:
The project meets all conditions of approval for the DA's constructed square footage. Construction of the remaining 160,447 square feet would require additional intersection improvements to be constructed at Hollywood Way / Thornton Ave. and Hollywood Way / Winona Ave. However, these improvements have already been completed by the Avion Burbank Development Project to address traffic impacts associated with the Avion Burbank Development Project.

Planned Development No. 91-13
Project: The Walt Disney Studios Master Plan
Location: 500 South Buena Vista Street
Applicant: The Walt Disney Company (succeeded by Disney Enterprises, Inc., a wholly owned subsidiary of The Walt Disney Company)

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 3317)	October 20, 1992	November 24, 1992	November 24, 2017
First Amendment (Ord. 16-3,885)	August 16, 2016	September 16, 2016	November 24, 2035

ATTACHMENT 1-4

Status:
The Planned Development (PD) permits up to 1,932,528 Office Equivalent Gross Square Feet (OE-GSF)[1] of studio-related development, including sound stages, production and support facilities, media office buildings, an employee center, and other associated uses, to be constructed over a 25-year period. To date, Disney has constructed approximately 1,251,398 OE-GSF, representing about 65 percent of its total entitlement, and has satisfied all conditions of approval associated with current development.

Since the last PD/DA update to the City Council, no new major development has occurred. However, in 2025, Disney implemented several energy efficiency and water conservation improvements, including HVAC upgrades, lighting retrofits, fleet electrification measures, and plumbing fixture replacements. These upgrades comply with applicable Uniform Building Code and Burbank Municipal Code standards and have resulted in reduced consumption of electricity, natural gas, potable water, and fuel. Additionally, Disney expanded its Transportation Demand Management program by introducing a new shuttle service, the Riverside Express, which operates between 3800 Alameda and ABC Riverside.

The PD/DA was extended on August 16, 2016, for an additional 18 years. They are set to expire November 24, 2035.

Mitigation Monitoring:
Disney continues to comply with all applicable mitigation measures related to the ongoing operation of the Studio Lot.

Planned Development No. 94-7
Project: Warner Bros. Studio Main Lot Master Plan
Location: 4000 Warner Boulevard
Applicant: Warner Bros. Discovery

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 3415)	October 10, 1995	November 25, 1995	November 25, 2015
First Amendment (Ord. 3807)	April 26, 2011	May 27, 2011	November 25, 2030

Status:
The PD was approved in 1995 and allowed a total of 2,123,000 net new Office Equivalent Gross Square Feet (OE-GSF), in addition to the square-footage that was existing in 1995. The DA was set to expire on November 25, 2015. However, the DA was extended on April 26, 2011, for an additional 15 years to November 25, 2030. To date, Warner Bros. Discovery has developed approximately 9.3% of their entitled Master Plan for the Main Lot, approximately 196,616 net new OE-GSF. The most recent developments on the Main Lot include the Warner Brothers Tour Center and

[1] OE-GSF is a metric used in the Media District to regulate development intensity based on traffic impacts.

Parking Structure, completed in Q1 of 2020, and a 15,620-square-foot employee Child Care Center for 132 children, approved in 2022. The Child Care center was completed in 2023. The Certificate of Occupancy was issued on July 6, 2023.

The DA is set to expire November 25, 2030.

Since staff's last PD/DA update to the City Council, there have been no changes. The property owner continues to comply with all conditions of approval and all applicable mitigation measures related to the project.

Mitigation Monitoring:
All conditions of approval required for the construction to date have been met, including near-term traffic improvements such as signal control systems improvements. Additional long-term traffic improvements will be implemented when future construction reaches square-footage thresholds specified in the DA.

Planned Development No. 94-8
Project: Warner Bros. Studio Ranch Lot Master Plan
Location: 3701 Oak Street
Applicant: Warner Bros. Discovery

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 3416)	October 10, 1995	November 25, 1995	November 25, 2015
First Amendment (Ord. 3808)	April 26, 2011	May 27, 2011	November 25, 2030

Status:
The Planned Development/Development Agreement (PD/DA), originally approved in 1995, authorized 749,000 net new Office Equivalent Gross Square Feet (OE-GSF), in addition to the 85,497 OE-GSF existing at that time. The Development Agreement was originally set to expire on November 25, 2015, but was extended on April 26, 2011, for an additional 15 years to November 25, 2030.

On August 8, 2023, the City Council approved Resolution No. 23-29,452, consenting to the transfer of the Ranch Lot Development Agreement from Warner Bros. Entertainment Inc. to Ranch Lot Studios Owner, LLC, pursuant to Section 1.4 of the Development Agreement. The new owner assumed all rights, obligations, and terms of the agreement.

In 2023, the new owner fully cleared the Project Site to facilitate construction of the new Ranch Lot Studios campus. As of April 2026, construction has been completed and includes 16 sound stages, a five-story media office building, a five-level parking structure, a mill building for production manufacturing, and various site improvements, including upgraded infrastructure and new landscaping.

ATTACHMENT 1-6

Additionally, a Master Sign Program for the Ranch Lot Studios project was approved on January 14, 2025, establishing design standards for signage and ensuring a thematic and harmonious design throughout the property.

Mitigation Monitoring:
The Community Development Department staff is working with the Ranch Lot Studios Owner, LLC / Worthe Real Estate Group (property owner) and Krismar Construction (contractor) to ensure compliance with all mitigation measures applicable with the proposed redevelopment of the project site, including traffic mitigation measures required as part of the proposed development. The project currently complies with all Conditions of Approval.

Planned Development No. 96-01
Project: Burbank Studios Master Plan (formerly NBC Studios Master Plan)
Location: 2900 & 3000 West Alameda Avenue
Applicant: Worthe Real Estate Group, successor-in-interest to NBC Catalina Media; Development II, LLC)

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 3461)	March 11, 1997	March 19, 1997	March 19, 2017
First Amendment (Ord. 13-3,846)	December 17, 2013	January 17, 2014	March 19, 2024
Second Amendment (Ord. 24-4,007)	February 13, 2024	March 15, 2024	March 19, 2027

Status:
Originally approved in 1997, PD 96-01 established the Burbank Studios Master Plan (also known as the former NBC Studios property) and was accompanied by a 20-year Development Agreement (DA) authorizing up to 1,825,865 Office Equivalent Gross Square Feet (OE-GSF) of development through 2017.

Following approval, The Pointe Burbank was constructed in 2006–2007, consisting of an approximately 480,000-square-foot office building (329,000 OE-GSF) at 2900 West Alameda Avenue. More recently, two Frank Gehry-designed buildings, collectively known as the “Second Century Project,” were completed between 2022 and 2023. With completion of the Second Century Project, a total of 882,396 OE-GSF has been developed, with 614,458 OE-GSF of vested development capacity remaining, representing approximately 33.6 percent of the total entitlement.

In 2023, the developer completed an internal lot line adjustment for the project site. This action updated the legal description and associated street addresses but did not alter the site’s exterior boundaries or create new parcels.

In February 2024, the City Council approved the Second Amendment to the Development Agreement, extending its term by three years to March 19, 2027.

Since staff's last PD/DA update to the City Council, there have been no changes. The property owner continues to comply with all conditions of approval and all applicable mitigation measures related to the project.

Mitigation Monitoring:
All conditions of approval required for the construction to date have been met, including near-term traffic improvements such as signal control systems improvements. Additional conditions of approval will be implemented when future construction reaches square-footage thresholds specified in the DA.

Airport Development Agreement
Project: Airport Development Agreement and Planned Development Nos. 2004-169 and 2004-170
Location: Hollywood-Burbank Airport
Applicant: Burbank-Glendale-Pasadena Airport Authority

	Approved	***Effective***	***DA Expiration***
Replacement Terminal DA and Minor Amendments to PD Nos. 2004-169 & 2004-170 (Ord. 16-3,882)	August 1, 2016	February 7, 2017	February 7, 2037

Status:
On August 1, 2016, the City Council adopted an ordinance approving a Development Agreement (and related PD Amendments) for a 14-gate replacement terminal, other airport buildings and facilities, and related improvements. On November 8, 2016, Burbank residents approved Measure B (with 70% of the vote) to allow a new 14-gate, 355,000-square-foot replacement terminal to be built with up to 3,180 public and 600 employee parking spaces.

The Authority began the Replacement Terminal Design Process by holding a series of public design charrette workshops between March 27, 2019, and October 26, 2019. The design charrette workshops were held in the City of Burbank, as well as in the cities of Glendale, Pasadena, and Los Angeles. Furthermore, the Authority conducted a procurement and later released a request for proposals for the selection of a consultant firm that would provide project management and associated services for the replacement terminal project which include setting up the program control processes, supporting the Authority in soliciting progressive design-builder firms, and helping define the selection process by which the best value design-builder firm will be selected. In 2019, the Authority selected the firm of AECOM Technical Services, Inc. (AECOM) to provide program management and associated services for the replacement terminal project.

ATTACHMENT 1-8

In March 2020, the Airport Authority (Authority) suspended planning and implementation of all discretionary projects, including the replacement terminal, due to the COVID-19 Pandemic. As of September 2021, the Authority had authorized the restart of the replacement terminal project by re-engaging AECOM Technical Services, Inc. consulting firm (AECOM) to manage the project and continue work on development of the Program Development Manual and preparation of a Request for Qualification to begin the selection of a progressive design builder for the project. On April 27, 2022, the Authority Commission voted to have Jacobs Project Management Co. (Jacobs) assume the program management services for the replacement terminal project.

In early 2022, the Authority initiated a procurement process for the project to solicit for a design-builder to provide planning, design, construction, and commissioning services. On December 19, 2022, the Authority Commission awarded a design-build agreement to the Holder, Pankow, TEC, Joint Venture (HPTJV) to provide design-build services for the replacement terminal project. A notice to proceed was subsequently issued to HPTJV the same day for Phase 1 (Preliminary State) of the project, which involves construction specifications up to 60% completion and construction planning services.

On October 3, 2022, the Authority Commission designated the Adjacent Property as the site of the replacement passenger terminal and approved a Covenant and Environmental Restriction on Property (Land Use Covenant) for the Benefit of the Los Angeles Regional Water Quality Control Board (LARWQCB). The Land Use Covenant memorializes development and use restrictions imposed on the Adjacent Property by the LARWQCB. The Memorandum of Adjacent Property Replacement Passenger Terminal Selection was recorded with the County Registrar-Recorder on October 6, 2022, and the Land Use Covenant was recorded with the County Registrar-Recorder on December 5, 2022.

In November 2022, Jacobs began the process of meeting with various City departments and divisions to discuss various City requirements as they began to work with the design-build team to formalize a project schedule. The project applicant and staff met in March 2023 to discuss timelines for plan check submittal.

The Project was formally submitted for plan check in September 2023 under the address 2827 North Hollywood Way, and demolition commenced in December 2023. All permit packages have since been approved, including those for concession tenant improvements. Food and beverage concessions are anticipated to be completed by Spring 2026, with a Temporary Certificate of Occupancy (TCO) expected in July 2026. The BUR Replacement Terminal is currently projected to open in October 2026, with demolition of the existing terminal to follow shortly thereafter.

The DA is set to expire February 7, 2037.

Mitigation Monitoring:

ATTACHMENT 1-9

The Authority received LA County approval in 2018 of the Human Health Risk Assessment (HRRA) and conditional Federal Aviation Administration (FAA) approval on the Airport Layout Plan (ALP) in 2020.

In 2018, the Authority began work on the Environmental Impact Statement (EIS) required under the National Environmental Protection Act (NEPA) and a Notice of Intent was released in December 2018. A 30-day public scoping period was held in early 2019 with two scoping meetings being held for the Agency and public to solicit input on the EIS. The Draft EIS was released for a 67-day public review and comment period starting on August 21, 2020, and ending on October 27, 2020. During the public review and comment period, two virtual public workshops were held where the FAA provided a presentation about the project, the alternatives, and an overview of the impacts; and one public hearing was held to allow the public to provide oral comments. In May 2021, the FAA issued a Final EIS and Record of Decision (ROD) for the proposed construction and operation of the 14-gate replacement passenger terminal.

City staff continues to monitor the project and compliance with the Mitigation Monitoring and Reporting Program (MMRP) that was approved as part of the DA and Final EIR.

Planned Development No. 2012-01
Project: IKEA Store
Location: 600 South San Fernando Boulevard
Applicant: IKEA Property, Inc.

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 14-3,850)	March 18, 2014	April 18, 2014	April 18, 2034

Status:
The PD was originally approved in 2014 and allowed for the construction of a new IKEA Store. Construction was completed and the store opened in Spring 2017. Most recently, in 2022, IKEA in partnership with the Downtown Burbank Property-Based Business Improvement District (PBID) and the City of Burbank Community Development Department completed landscaping improvements for two (2) medians along South San Fernando Boulevard. The improvements were fully funded by IKEA. Additionally, City staff is working with IKEA on completion of an outstanding condition of approval that includes the installment of landscape planters on the parking deck of the existing IKEA store.

The DA is set to expire April 18, 2034.

Mitigation Monitoring:
A Mitigation Monitoring and Reporting Program (MMRP) was approved as part of the Final EIR. All mitigation measures have been completed.

Planned Development No. 2013-01
Project: The Talaria at Burbank Mixed Use Project

Location: 3401 West Olive Avenue
Applicant: MBV Investment Co., L.L.C.

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 14-3,856)	October 28, 2014	November 28, 2014	November 28, 2029

Status:
The Talaria at Burbank Mixed Use Project is a mixed-use residential and retail development with 241 rental units, a 42,950-square-foot grocery store, and 760 parking spaces on a 3.86-acre site. Construction of the approved project commenced in 2016 and was completed in 2019. The residential and commercial components of the project are open and fully operational.

The DA is set to expire November 28, 2029.

Since staff's last PD/DA update to the City Council, there have been no changes. The property owner continues to comply with all conditions of approval and all applicable mitigation measures related to the project.

Mitigation Monitoring:
A Mitigation Monitoring and Reporting Program (MMRP) was approved as part of the Final EIR. All mitigation measures have been completed.

Planned Development No. 2014-01
Project: First Street Village
Location: 275, 325, & 375 North First Street (Approved as 315 North First Street)
Applicant: First Street Village, L.L.C.

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 17-3,894)	June 6, 2017	July 14, 2017	July 14, 2027

Status:
First Street Village Mixed Use Project comprises a total of 275 multifamily apartments (including 14 "Workforce Housing Units") including resident amenities and a total of 18,976 square-feet of retail/commercial space on the ground floors (of which may be a maximum of 9,711 square-feet for retail uses, and a maximum of 9,265 square-feet for restaurant uses).

The project is in the process of being constructed on three acres (three blocks) in downtown Burbank. It will be completed in three phases, with one building (one block) to be completed during each phase. Building A, located at 325 N. First Street has been completed, and was issued a Certificate of Occupancy in August of 2023. The ground floor of building A is occupied by a dog groomer and a fitness studio, and an application for a Conditional Use Permit for a wine bar and shop was approved in March 2026. Building B, located at 275 N. First Street has been completed with

remaining offsite improvements in the adjacent public right of way expected to be completed in mid-2026. As for Building C, located at 375 N. First Street, this project has been delayed until further notice.

The DA is set to expire July 14, 2027.

Mitigation Monitoring:
Mitigation monitoring is ongoing through the plan check process. Public improvements adjacent to the project site include pedestrian amenities, street furniture, intersection bulb-outs, landscape and lighting within the public right-of-way, a raised bicycle paths, and a public "pocket park" located at the northeastern corner of the project site, where N. First Street and W. Magnolia Blvd meet. The excavation permit for the above-mentioned improvements was issued in early February 2023, with a second phase of offsite improvements being approved in December 2024. Construction of offsite improvements is in progress.

Planned Development No. 16-01
Project: Avion Burbank
Location: 3001 N. Hollywood Way
Applicant: Burbank Industrial Investors, LLP

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 19-3916)	March 26, 2019	May 17, 2019	May 17, 2029

Status:
On April 16, 2019, the City Council approved this project, which consists of six industrial/flex buildings totaling 1,004,307 square feet; 9 creative office buildings of 142,250 square feet total; 2 retail and restaurant buildings of 15,475 square feet total, and a 150-room hotel. Construction commenced in October 2019, and the applicant has completed construction of the industrial buildings, office buildings and retail/restaurant buildings. The development is currently occupied by a range of businesses, including offices, restaurants and other food services, personal and physical arts studios, and wholesale and distribution uses.

A Development Review application (DR) for the construction of a six-story, 150-room hotel was approved on February 11, 2021, and the building permit was issued on February 25, 2022. The hotel officially opened its doors on April 4, 2024.

The DA is set to expire May 17, 2029.

Since staff's last PD/DA update to the City Council, there have been no changes. The property owner continues to comply with all conditions of approval and all applicable mitigation measures related to the project.

Mitigation Monitoring:
The Mitigation Monitoring and Reporting Program (MMRP) was approved as part of the Final EIR. All the required on- and off-site improvements (buffered bike lanes,

onsite parking for Metrolink, green streets infrastructure, tree installation, new streets and associated curb & gutter improvements) have been completed.

Planned Development No. 17-01
Project: 777 North Front Street
Location: 777 North Front Street
Applicant: LaTerra Development, LLC for SJ4 Burbank, LLC

	Approved	***Effective***	***DA Expiration***
PD and DA (Ord. 19-3,926)	December 17, 2019	January 17, 2020	January 17, 2030

Status:
On December 17, 2019, the City Council approved the project which consists of a mixed-use project with 573 residential (rental) units, a hotel with 307 rooms, and 1,067 square feet of ground floor retail space. Construction activities commenced in 2021 on the residential phase of the project. Construction on Building 1 (800 N. Front Street) was completed, and a temporary certificate of occupancy was issued in June 2025. Construction on Building II (700 N. Front Street) was completed, and a temporary certificate of occupancy was issued in October 2025. Most of the required off-site improvements have also been constructed in conjunction with the completion of the residential phase of the project. Construction plans for the proposed publicly accessible open space area and new elevator and stairway connection to the Magnolia Boulevard overpass were submitted into Building Plan Check Review in April 2024 and the applicant is currently working to address all City comments so that building permits to allow construction of these off-site improvements may be issued upon approval of the Plan Check Review.

On December 31, 2024, the applicant submitted an SB 330 Preliminary Application to replace the approved hotel with 40 townhome style units. Submittal of this Preliminary Application, though not required for housing development projects, allows the project to: 1) vest, or “lock in” zoning rules and development standards at the time a complete application is submitted; these vesting rights do not apply to changes in State law or to changes in building code; and 2) limits the number of hearings on a project to a maximum of five (5). After submitting this Preliminary Application an applicant has 180 days to submit a full application, which for this project would include Development Review and a PD/DA Amendment to replace the hotel with the housing units, or the Preliminary Application will expire. The applicant did not submit formally to amend the existing PD/DA approvals within the 180-day submittal window and the SB 330 Preliminary Application expired on June 29, 2025.

The DA is set to expire January 17, 2030.

Mitigation Monitoring:
Mitigation monitoring is ongoing through the plan check and construction process. The majority of required off-site improvements have been completed with the completion of the residential phase of Project construction. City staff is currently reviewing the

proposed off-site improvements which include the following: (1) 28,000 square feet of publicly accessible open space area and (2) elevator and staircase leading up to the Magnolia bridge. City Staff continues to monitor the Mitigation Monitoring and Reporting Program (MMRP) that was approved as part of the Final EIR.

STAFF REPORT

CITY MANAGER'S OFFICE

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Courtney Padgett, Assistant City Manager
VIA: Cathryn LaBrado, Assistant to the City Manager
BY: Kylene Pecor, Community Assistance Coordinator

SUBJECT: Approval of Funding Allocations for the 2026 Community Events and Program Grant

RECOMMENDATION

Consider the funding recommendations from the Review Committee, approve the allocation of funding for the 2026 Community Events and Program Grant awards totaling $52,500 for Fiscal Year (FY) 2025-26, provide direction, if any, on the allocation of funds for the remaining $2,500, and authorize the City Manager or designee to execute all necessary documentation to effectuate the grant funding.

BACKGROUND

At the May 7, 2024, City Council (Council) meeting, then Mayor Perez requested a budget discussion paper on funding for a Community Event and Program Grant. On June 4, 2024, Council approved a pilot Community Events and Program Grant (Grant Program) for the next two fiscal years ($50,000 in FY 2024-25 and $50,000 in FY 2025-26). The purpose of the Grant Program is to provide monetary grants to eligible non-profit organizations for events and/or program initiatives that foster community engagement and benefit the Burbank community at large.

On May 19, 2025, during Year 1 of the Grant Program, Council awarded a total of $45,000 to 17 nonprofit organizations for various programs and events throughout the community. The remaining $5,000 was carried over to Year 2.

DISCUSSION

The application submission period for Year 2 of the Grant Program opened on March 2, 2026. Staff held two application workshops, March 11, 2026 (in-person) and March 25, 2026 (virtual), to review the Grant Program guidelines and application process, as well as answer questions. Following the application deadline of April 2, 2026, a total 24 applications were deemed complete and eligible to proceed through the review process, requesting a combined total of $142,500.

Based on staff's evaluation of the first year of the Grant Program, the application and grant guidelines were refined to more effectively align funding requests with available program resources. The recommended grant range applicants could request was adjusted from $2,500-$10,000 to $1,000-$4,000, and the application was modified to limit requests to a maximum of $10,000. These changes contributed to a reduction in the total amount of funding requested and improved alignment between requests and available funding.

An internal Review Committee comprised of representatives from the Community Development Department, City Manager's Office, Financial Services Department, and Library Services Department reviewed and rated the applications based on the following criteria:

1) Organization Capacity
    a. Details sound management practices, strong financial stability, and established partnerships with other organizations
    b. Demonstrates success in community engagement with qualified staff and relevant expertise to execute events/programs effectively
2) Event/Program Feasibility
    a. Outlines well-defined project goals with a clear, feasible methodology and approach to achieve them within the given resources and timeline
    b. Includes a comprehensive work plan outlining timelines, deliverables, and the event/program's overall feasibility
3) Community Need/Impact
    a. Demonstrates an understanding of the Burbank community and details how the event/program will make a positive impact for City residents and visitors
    b. Demonstrates the need for the event/program in addressing a gap in existing services
4) Budget/Financial Management
    a. Outlines a clear and detailed budget breakdown with cost justifications and efficient use of grant funds
    b. Includes well-prepared contingency plans to address potential budget challenges

Following the Committee's review, a total of 17 applications were recommended for funding totaling $52,500. The remaining 7 applications were not recommended for funding due to one or more of the following reasons:

- The proposed event or program did not appear feasible based on the information provided.
- The proposal lacked sufficient detail or left significant questions unanswered.
- The proposed event or program's direct impact to the Burbank community was limited or uncertain.
- The budget information provided was unrealistic or incomplete, lacked contingency plans, or the organization is already receiving significant City funding or resources.

Following Council's approval of funding recommendations for this year's Grant Program, organizations will have the opportunity to meet with staff to discuss their application and receive feedback.

All selected grant recipients will be required to sign and execute an agreement with the City of Burbank that requires them to expend all funds within 12 months of the grant award and provide proof of expenditure of the entire grant amount within sixty (60) days of the completion of the event or program.

A summary table of the Grant Program applications for FY 2025-26 (Attachment 1) lists the following:

- Organization name;
- Proposed event/program name;
- Requested grant funding amount;
- Recommended grant funding amount by the Committee; and
- Funding recommendation factors.

All eligible applications have also been included (Attachment 2) for reference.

COMMUNITY OUTREACH

A dedicated webpage was created to provide comprehensive information related to the Grant Program, including eligibility criteria, application processes (including online submission), evaluation standards, and important deadlines.

Staff held two application workshops to review the grant guidelines and application process as well as provide an opportunity to answer any questions. The first was held in-person on March 11, 2026, and the second was held virtually on March 25, 2026. A total

of 21 representatives attended both workshops. The virtual workshop was recorded and posted on the Grant Program's dedicated webpage for those who were unable to attend.

The Grant Program and workshops were promoted via social media posts, E-blasts, and City Council announcements.

In addition, staff remained available throughout the application period to schedule one-on-one phone calls to provide additional assistance, guidance, or clarification for individuals preparing their applications for the Grant Program.

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 the approval of funding allocations for the 2026 Grant Program as the $55,000 was previously allocated for FY 2025-26. Council consideration of funds to continue the Grant Program in future years will be considered as part of a budget discussion paper item included in the proposed FY 2026-27 budget.

CONCLUSION

Staff recommends Council consider the funding recommendations from the Review Committee, approve the allocation of funding for the 2026 Community Events and Program Grant awards totaling $52,500 for Fiscal Year (FY) 2025-26, provide direction, if any, on the allocation of the remaining $2,500, and authorize the City Manager or designee to execute all necessary documentation to effectuate the grant funding.

ATTACHMENTS

Attachment 1 – Community Events and Program Grant FY 2025-26 Summary Table
Attachment 2 – FY 2025-26 Community Events and Program Grant Applications

FY 2025-26 Community Events and Program Grant Summary Table

Recommended for Funding

#	Organization Name	Event/Program	Requested Amount	Recommended Amount	Council Approved
1	Armenian Relief Society of Western USA Inc.	Community Educational Workshops provide education on financial management, tenant rights, job development, civic engagement, digital literacy, and housing resources.	$ 10,000.00	$ 1,500.00	
2	Beauty Bus	Beauty Services at Providence Saint Joseph's Health Center provides weekly onsite licensed cosmetology services to long-term patients in oncology, NICU, and stroke rehabilitation units.	$ 10,000.00	$ 4,000.00	
3	Boys & Girls Club of Burbank and Greater East Valley	Back to School Fair, held in collaboration with the Non-Profit Coalition and community partners, provides students with school supplies, dental and visions screenings, clothing, and other essential resources.	$ 6,000.00	$ 6,000.00	
4	Burbank Eco Council	Lost and Found Rehomed collects, cleans, and redistributes unclaimed BUSD clothing to families through pop-up events at the Burbank Public Library.	$ 3,500.00	$ 1,000.00	
5	Burbank Housing Corporation	BHC Holiday Meal Distribution and Family Resource Event distributes holiday food baskets, gift cards, and resource connections to approximately 200 low-income families through volunteer and partner support.	$ 4,000.00	$ 4,000.00	
6	Burbank Human Relations Council	MLK Jr. Day I Have a Dream Breakfast brings the community together through student scholarships, youth voices, and a program honoring Dr. King's legacy.	$ 2,050.00	$ 2,000.00	
7	Burbank Pride Inc	Burbank Pride's Family Pride in the Park is a free, inclusive community event featuring entertainment, activities, and resource booths for LGBTQIA+ individuals, families, and allies.	$ 10,000.00	$ 6,000.00	
8	Burbank Tournament of Roses	Decoration: Seeds and Flowers supports the design, construction, and decoration of the organization's annual float for the Pasadena Rose Parade.	$ 8,000.00	$ 1,000.00	
9	Ella's Angels Foundation	Ella's Angels Burbank Thanksgiving Community Meal Program distributes meal kits to 500 Burbank residents in need while fostering community support and youth volunteerism.	$ 3,000.00	$ 1,000.00	
10	Family Growth and Wellness Center	"Parenting Children with ADHD - A 6-Week Intensive Workshop" offers virtual, evidence-based support strategies for parents of neurodivergent children at a subsidized cost.	$ 3,000.00	$ 3,000.00	
11	Hive & Hanger	Burbank Community Pollinator Series implements a six-month environmental education program combining STEM learning, storytelling, and hands-on activities to support pollinator-friendly habitats.	$ 10,000.00	$ 1,000.00	
12	Leadership Burbank	Funding Support for Growth Campaign strengthens organizational capacity by supporting executive leadership, expanding fundraising efforts, and developing new community leadership programs and services.	$ 10,000.00	$ 5,000.00	
13	Los Anarchists Junior Derby	2026 Equipment Acquisition and Community Event expands a free roller derby equipment lending program and hosts a no-cost community skate event with demonstrations, activities, and partner booths.	$ 5,000.00	$ 5,000.00	
14	Magnolia Park Events	Holiday in the Park - Art Block features local artists to enhance the event's cultural experience.	$ 10,000.00	$ 4,000.00	
15	Musicians at Play Foundation	Music is Instrumental Concert and Mentorship Program connects BUSD students with professional musician coaching, ensemble participation, and a culminating public performance at Burbank High School.	$ 10,000.00	$ 5,000.00	
16	Salit Foundation	Meet the Orchestra (Instrument Petting Zoo) is a free, hands-on music education event at the Burbank Public Library where children explore instruments, meet musicians, and receive a take-home instrument to begin their musical learning journey.	$ 3,200.00	$ 2,000.00	
17	Verdugo Hills Council	Rain Gutter Regatta/Water Safety hosts a one-day youth event featuring rain gutter boat racing and water safety education for ages 5-18 in a hands-on, inclusive environment.	$ 2,000.00	$ 1,000.00	
		2026 Funding Recommendations Total		**$52,500.00**	

FY 2025-26 Community Events and Program Grant Summary Table

Not Recommended for Funding

#	Organization Name	Event/Program	Requested Amount	Recommended Amount	Council Approved
18	Burbank Arts & Education Foundation	College Essay Workshops offer virtual guidance to 15-20 students in developing and drafting college application essays.	$ 7,900.00	$0.00	
19	Equal Chance Boxing Foundation	6 Month Plan provides weekly outdoor physical training sessions at a local park for underserved youth and individuals in recovery.	$ 6,400.00	$0.00	
20	Kindred Motion	"Pieces of Us" - Intergenerational Mosaic & Wellness Program brings residents together through storytelling, creative expression, and collaborative public art.	$ 5,000.00	$0.00	
21	Los Angeles Womens' Theatre Festival	"Wisdom and Wonder": An Intergenerational Storytelling Workshop pairs high school students and seniors to develop and share personal narratives in a free public showcase.	$ 5,000.00	$0.00	
22	Pacific Ballet Dance Theatre	Carmen: A Contemporary Ballet Experience presents a full-length production at The Colony Theatre in summer 2026.	$ 5,000.00	$0.00	
23	Team Go Enviro	Team Go Festival at McCambridge Park features games, crafts, and activities while encouraging donations to the Burbank Temporary Aid Center.	$ 1,950.00	$0.00	
24	Zonta Club of Burbank Area Foundation	S.O.A.P. Project conducts human trafficking awareness outreach through survivor-led education and volunteer-prepared hygiene kits distributed to local hotels.	$ 1,500.00	$0.00	
		Total Amount of Funds Requested	$ 142,500.00		

FY 2025-26 Community Events and Program Grant Applications

App. #	Organization and Event/Program Name	Page #'s
1	Armenian Relief Society of Western USA, Inc. – Community Educational Workshops	1-8
2	Beauty Bus – Beauty Services at Providence Saint Joseph's Health Center	9-16
3	Boys & Girls Club – Burbank Non Profit Coalition Back to School Fair	17-23
4	Burbank Eco Council is a sponsored project of Mockingbird Incubator– Lost and Found Rehomed	24-34
5	Burbank Housing Corporation – BHC Holiday Meal Distribution and Family Resource Event	35-42
6	Burbank Human Relations Council – MLK Jr. I Have a Dream Breakfast	43-50
7	Burbank Pride Inc – Burbank Pride's Family Pride in the Park	51-59
8	Burbank Tournament of Roses Association – Decoration: Seeds and Flowers	60-65
9	Ellas Angels Foundation – Ella's Angels Burbank Thanksgiving Community Meal Program	66-73
10	Family Growth and Wellness Center – Parenting Children with ADHD – A 6-Week Intensive Workshop	74-82
11	Hive & Hanger aka Burbank Bee Museum – Burbank Community Pollinator Series	83-94
12	Leadership Burbank – Funding Support for Growth Campaign	95-103
13	Los Anarchists Junior Derby – 2026 Equipment Acquisition and Community Event	104-110
14	Magnolia Park Events – Holiday in the Park - Art Block	111-117
15	Musicians at Play Foundation Inc. – Music is Instrumental Concert and Mentorship Program	118-126
16	Salit Foundation – Meet the Orchestra (Instrument Petting Zoo)	127-135
17	Verdugo Hills Council, Boy Scouts of America - Rain Gutter Regatta/Water Safety	136-142
18	Burbank Arts & Education Foundation – College Essay Workshops	143-151
19	Equal Chance Boxing Foundation – 6 Month Plan	152-158
20	Kindred Motion – "Pieces of Us" Intergenerational Mosaic & Wellness Program	159-168
21	Los Angeles Women's Theatre Festival – "Wisdom and Wonder": An Intergenerational Storytelling Workshop	169-176
22	Pacific Ballet Dance Theatre – Carmen: A Contemporary Ballet Experience	177-184
23	Team Go Enviro – Team Go Festival August & November 2026	185-190
24	Zonta Club of Burbank Area Foundation – S.O.A.P. Project	191-196

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Melanie Vartabedian

Title (If Applicable)
Director of Social Services

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Armenian Relief Society of Western USA, Inc.

Organization Address *
517 W. Glenoaks Blvd.

City *
Glendale

State *
California

Zip Code *
91202

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Community Social Services Program

Past Grant Type *

Community Development Block Grant (CDBG)

Date Received *

Jul 1, 2026

Amount of Funds Received *

$ 13,000.00

Description of Organization. Please include the types of services the organization provides. *

The Armenian Relief Society (ARS) of Western USA, Social Services is a 501 (c)(3) non-profit organization that provides comprehensive social services to underserved low-income individuals and families with limited English language proficiency, including immigrants, refugees, senior citizens, disabled adults, female heads of household, and the unemployed/underemployed. The Division began its operations in 1979 and has been providing essential services for 46 years. Services are provided in a culturally and linguistically competent manner to meet the needs of individuals served through four offices located in Burbank, Glendale, Pasadena, and Hollywood. Services include case management; senior services; employment services (job search, referrals, placements); English as a Second Language/Life Skills classes for older adults; tenant education and navigation for eviction prevention; telecommunications and utility assistance (education, outreach, needs assistance, complaint resolution); food pantry services; outreach, education, and navigation services; completion of forms; access and linkages to public benefits; educational workshops; and more.

Mission or Purpose of the Organization. *

The mission of ARS Social Services is to work toward improving the standard of living of individuals and communities in need and to help meet societal needs. The objectives by which the organization's mission is achieved includes the following: aiding individuals in need of social, educational, employment, health or general welfare assistance; acting as a focal point at the informational level; fostering a spirit of good fellowship; seeking out and addressing ever-changing needs; administering services in a manner culturally and linguistically appropriate for the individuals seeking assistance; and cooperating with organizations with similar aims.

Provide the Approximate Number of Burbank Residents Served. *

560

Event/Program Name *

Community Educational Workshops

Amount of Funds Requested *

$ 10,000.00

Total Budget for Event/Program *

$ 25,000.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 1, 2026

End Date *

Jun 30, 2027

Additional Date Details

Individual workshops will take place over the course of the year, depending on how many workshops can be funded.

Description of the Proposed Community Event/Program *

The proposed program is aimed at reducing homelessness, improving overall quality of life, and empowering Burbank residents through a series workshops designed to equip individuals and families with resources needed to maintain stable housing and prevent evictions. The program will engage community members by concentrating on financial management, tenant rights, Job development, civics education, digital literacy, and housing/community resources.

Organizational Capacity

Question 1a *

ARS Social Services has been providing vital social services through various grant-funded programs for over four decades. This includes existing programs through the City of Burbank Community Development Block Grant, City of Glendale Community Development Block Grant, City of Pasadena Community Development Block Grant, City of Los Angeles, County of Los Angeles Community Services Block Grant (Services for Seniors/Disabled Adult and Employment Services), City of Glendale Measure H and HHAP programs for rapid re-housing and homelessness prevention, as well as programs through partnerships with the International Institute of Los Angeles (TEAM/CHANGES programs for telecommunications/utility assistance), Community Partners L.A. Food Equity Fund, and Stay Housed LA. The Division provides services through four office locations under the readership of its Director of Operations and oversight of a 9-mem6er Regional Executive Board. A majority of the Division's 12-member staff have a long tenure working with the organization and are closely familiar with providing services to underserved and vulnerable individuals and families. Administration and staff have specific experience in managing grant-funded programs and similar projects with internal systems in place to support project deliverables.

The organization has a long history of collaboration with other organizations in the Burbank community, including Home Again LA, Burbank Temporary Aid Center, Burbank Public Library, Providence Saint Joseph Medical Center, as well as organizations operating from the Burbank Youth Center, such as Homenetmen and the local Armenian Relief Society chapter.

ARS Social Services has an ongoing partnership with GlendaleLEARNS whereby the organization delivers workshops on an annual oasis focusing on various topics, including but not limited to job readiness/employment, civics literacy, digital literacy, and more. Workshops took place in October, November, and March, and additional workshops are scheduled for May 2026.

As a subgrantee with Stay Housed LA, alongside its outreach and education efforts, the organization has been providing monthly "Know Your Rights" workshops at its Regional Headquarters since July 2024 for community members to learn about their rights as renters in Los Angeles County.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

ARS Social Services has a long history of stable finances, as well as financial management practices in place to ensure accountability and the proper utilization of grant funds. The organization's accounting software is utilized to track income and expenditures separately by programs. Given the various grant-funded programs the organization operates, ARS Social Services is experienced in monitoring fund usage and complying with program and reporting requirements.

Proper fiscal management ensures that every dollar is spent toward improving the lives of our clients, delivering on a wide variety of social services programs throughout Los Angeles County.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

ARS Social Services proposes to provide four workshops for Burbank residents through the Community Events and Program Grant focusing on 1) Digital Literacy; 2} Tenant Rights; 3} Job Development and Readiness; and 4) Accessing Resources.

The Digital Literacy workshop will educate community members on navigating the internet safely, the importance of confidential passwords, common scams and how to avoid them, and the basics of online communication. The Tenant Rights Workshop will focus on general tenancy rights, rental applications/leases, avoiding evictions, and landlord/tenant disputes. The Job Development and Readiness workshop will cover topics including job search strategies, resumes/interviews, and soft skills development to help overcome employment barriers that can help increase household income. The Accessing Resources workshop will familiarize residents with available resources and supportive services throughout the community, as well as government assistance programs. The goals of this series of workshops is to help prevent housing instability by providing education on managing finances; the rights of tenants to prevent evictions and ensure long-term housing stability; secure and maintain stable employment and/or increase financial independence; as well as increase community awareness about available resources to help stabilize housing.

Each workshop will focus on helping to ensure that residents are empowered with knowledge and tools to help maintain housing stability. One workshop will be delivered during each quarter between July 1, 2026 through June 30, 2027 and each workshop will be two hours in duration, consisting of a 90-minute presentation followed by a 30-min. Question & Answer session. The overall feasibility of the program can be ensured since ARS Social Services currently provides services through its Community Social Services Program funded by the City of Burbank CDBG Program at the Burbank Youth Center (75 E. Santa Anita Ave.) and can utilize the location's main hall to hold the workshops. A .15FTE case manager will be assigned to overseeing the organization and implementation of the workshops, focusing on deliverables inducing developing a detailed curriculum for each session and coordinating speakers, developing and disseminating outreach materials throughout the community to promote the series, leveraging existing community partnerships, facilitating the sessions and maintaining attendance logs documenting the number of attendees at each session, registering participants throughout the series, gathering participant feedback through satisfaction surveys, and reporting. With an existing presence in the Burbank community providing social services to low-income individuals and families, the organization has established community trust, which will aid in accessing the target population and increasing participation in the workshops to ensure that they are meaningful and impactful in the community.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

ARS Social Services has a long history of hosting free educational workshops to the community, both at its headquarters and at partner locations. Over the years, we have honed our experience to minimize cost while ensuring topics are up-to-date, relevant, and helpful to the community. Strict financial oversight ensures that grant funds are utilized properly to support this work.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

July and August 2026 - The Director of Social Services and Case Manager will meet to finalize the number and topic of workshops, based on allocated funding. Upon finalization, area partners will be contacted to serve as host locations. Educational material for the first workshop will be reviewed

and updated to ensure accuracy and relevance. The flyer will be drafted and submitted for approval, upon which marketing efforts will begin.

September 2026 - The first of four workshops will be presented at a host location in Burbank. A roster is maintained to capture attendance, including name, telephone number and zip code information to allow for residency information. The workshop will conclude with a Q&A session to allow for attendee participation.

October 2026 - The second of four workshops will be decided based on topic preparedness. The location will be confirmed, marketing material prepared and submitted for approval, and then disbursed.

November or December 2026 - The second workshop will be presented at a host location in Burbank. A roster is maintained to capture attendance, including name, telephone number and zip code information to allow for residency information. The workshop will conclude with a Q&A session to allow for attendee participation.

January 2027 - The topic for the third workshop is finalized, along with educational materials and marketing materials. Approved flyers are shared with the community to encourage attendance.

February or March 2027 - The third workshop will be presented at a host location in Burbank. A roster is maintained to capture attendance, including name, telephone number and zip code information to allow for residency information. The workshop will conclude with a Q&A session to allow for attendee participation.

April 2027 - The final topic's presentation materials are finalized, along with securing the location. Marketing materials are again prepared, approved, and then shared with the community.

May or June 2027 - The fourth workshop will be presented at a host location in Burbank. A roster is maintained to capture attendance, including name, telephone number and zip code information to allow for residency information. The workshop will conclude with a Q&A session to allow for attendee participation.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The City of Burbank has placed great emphasis on combating and reducing homelessness in the community, as evidenced by its 5-Year Homelessness Plan within which Homelessness Prevention is included as an Action Area. According to the 5-Year Homelessness Plan {Fiscal Years 2022/23 -2027/28), "Stakeholders highlighted increasing homelessness prevention strategies as the most critical need for the City of Burbank to address." As such, expanding community education can be an effective strategy to help address the root causes of housing instability and offer the necessary education, resources, and tools to prevent it and reduce the risk of homelessness. By addressing issues early, such as the importance of effective financial management, overcoming employment barriers, and expanding community knowledge about their rights and available resources, the program will positively impact residents by providing education, as well as strengthening the community's resilience against homelessness. The workshops will help provide a comprehensive approach to housing stability in an effort to help residents take control of their housing situation by providing practical skills, early intervention, increased awareness of resources and support systems, as well as a community-oriented and collaborative approach to addressing it.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

Providing community education can help ensure proactive prevention by reducing the likelihood that housing instability will escalate to homelessness. While there are strong community partners in place helping to address the issue of homelessness within the City of Burbank, such as efforts on expanding affordable housing, temporary shelter and supportive services, homeless services in the form of food, showers, laundry facilities, mobile case management services, and more, there remains a need to implement proactive measures to prevent individuals and families from

experiencing homelessness, and community education workshops can be considered one such approach, particularly in a renter-majority city.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

.15 FTE Case Manager ($45,000 x 15%) = $6,750
Case Manager will be responsible for planning workshops, coordinating speakers, outreach, tracking participants, evaluations, reporting.

Taxes 11 % (FICA, SUI, etc.)= $743

Printing= $307
Printing costs associated with outreach and promotional materials, i.e. flyers.

Advertising= $600
Promoting the program through local news outlets and publications.

Supplies = $300
Supplies needed to hold workshops, including pens, clipboards for sign-in, paper, etc.

Communications = $450
Program's share of telephone, internet costs.

Accounting= $400
Program's share of accounting expenses.

Liability Insurance = $450
Program's share of liability insurance.

The organization plans to efficiently use the grant funds by adhering to the program budget, utilizing its accounting software to track all expenses, and conduct regular monitoring of the funds to ensure that they are on track to be fully expended. In the event that any unforeseen costs arise during the project, the organization will cover these expenses through its general operations funds.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

The organization is prepared to lessen the overall number of hosted workshops to ensure the community of Burbank can still receive these important opportunities. Reducing the number of workshops will reduce the cost of staffing and operations, thus allowing the program to continue in an amended fashion.

In addition, any unforeseen costs that arise during the project will be covered by the organization's general operations funds.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project

and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

		Bur.Comm. Grant	GlendaleLEARNS	Other Sources	Total
I. PERSONNEL					
0.40 FTE Program Lead *(Salary, Taxes, and Benefits)*		$7,250.00	$3,000.00	$8,926.00	$19,176.00
	Subtotal	*$7,250.00*	*$3,000.00*	*$8,926.00*	*$19,176.00*
II. NON-PERSONNEL					
Liability Insurance		$200.00	$125.00	$100.00	$425.00
Audit		$250.00	$200.00	$100.00	$550.00
Building Maintenance and Custodial		$0.00	$200.00	$200.00	$400.00
Telephone, Internet, Postage		$0.00	$375.00	$150.00	$525.00
Supplies		$550.00	$200.00	$0.00	$750.00
Marketing/Outreach		$650.00	$400.00	$200.00	$1,250.00
Printing		$500.00	$280.00	$0.00	$780.00
Utilities		$0.00	$220.00	$324.00	$544.00
Technology		$600.00	$0.00	$0.00	$600.00
	Subtotal	*$2,750.00*	*$2,000.00*	*$1,074.00*	*$5,824.00*
	Total	**$10,000.00**	**$5,000.00**	**$10,000.00**	**$25,000.00**

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Ruth Laurent-Kocher

Title (If Applicable)
Executive Director

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Beauty Bus

Organization Address *
11911 W. Washington Blvd.

City *
Los Angeles

State *
California

Zip Code *
90066

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Beauty Bus Pop-Up Salon for Alzheimers Caregivers

Past Grant Type *

Community Events and Program Grant

Date Received *

Jul 1, 2025

Amount of Funds Received *

$ 3,000.00

Description of Organization. Please include the types of services the organization provides. *

Beauty Bus was founded in 2009 by Wendy Marantz Levine and her family to address an unmet need. Wendy's sister, Melissa, had been diagnosed with a degenerative neuromuscular disease which – before her untimely death at age 28 – left her increasingly homebound. The family arranged for beauty professionals to visit Melissa at home to provide haircuts, manicures, and other beauty services. These efforts to address Melissa's wellness needs eased her isolation, gave her a momentary escape from her disease, and supported her connection to her sense of self – allowing her to "feel human again."

Following Melissa's death, her family founded Beauty Bus to bring these services to others who face chronic or progressive illness and disability. Beauty Bus is currently serving people living with illness or disability, as well as their family caregivers in more than twenty-five locations across Los Angeles County. The beneficial impact of our services is brought into sharp focus in vulnerable, low income and underinsured communities, where access to health and wellbeing services are out of reach financially and physically.

Today Beauty Bus delivers services in homes, hospitals and health service locations across Los Angeles County through the following programs:

POP-UP SALONS

Beauty Bus hosts these vibrant special events at hospitals and cancer centers for patients and caregivers. Licensed cosmetologists provide haircuts, beard trims, manicures, and mini-facials for men, women, and children of all ages. Generally, between eight and ten beauty professionals serve an average of sixty to eighty clients in a three-hour Pop-Up Salon. A Bag of Beauty filled with $50 to $100 of donated, clean grooming products is gifted to each client to support their continuing self-care.

BEAUTY SERIES

Licensed cosmetologists serve clients in a hospital or other health care setting one day per week. This on-staff Beauty Professional dedicates an entire day to providing free personalized beauty and grooming services to patients at their bedside or in a designated common area. The client can choose from a haircut, manicure, beard trim, mini-facial, or hand massage. The Beauty Professional becomes part of the continuum of care as they are exclusively assigned to one facility on a weekly basis.

HOME VISITS

In 2009, the very first Beauty Bus program was established, deploying licensed cosmetologists to clients' homes to provide services. Today Beauty Bus has evolved the Home Visits program through a partnership with the ALS Network to bring vital self-care services into the homes of Los Angeles residents suffering from the debilitating effects of ALS.

LOCATION

Beauty Bus serves clients across Los Angeles County, including at the following locations: Providence Saint
John's Health Center, Disney Family Cancer Center, Providence Holy Cross Medical Center, Adventist Health
White Memorial Hospital, Ronald McDonald House, Cancer Support Community Centers, Cedars-Sinai Angeles
Clinic, Children's Hospital Los Angeles, Miller Women's and Children's Hospital, UCLA Mattel Children's Hospital,
USC Norris Cancer and USC Keck Pasadena.

IMPACT

Beauty Bus has unrivaled experience and expertise in providing salon services in challenging health care environments. The need is great, and the organization is in an exciting period of robust growth. In 2025, Beauty
Bus served more than 3,900 people with more than 5,700 services. Compared to 2024, these figures represent
a 172% increase in people served and an 186% increase in services provided, year over year. There was also a
significant increase in the number of Pop-Up Salons – from 31 in 2024 to 46 in 2025 – nearly a 50% increase.
Since the organization's founding, Beauty Bus has served more than 35,000 clients, distributed more than
81,000 Bags of Beauty, all supported by more than 21,500 volunteer hours.

Mission or Purpose of the Organization. *

MISSION STATEMENT: Beauty Bus uplifts patients and caregivers through the restorative power of beauty and human connection, delivering confidence, comfort, and care.

VISION STATEMENT: When someone has a progressive life-limiting condition – illness or disability – the impact goes deeper than their physical condition. Mental health, self-esteem, and the entire family system are not only profoundly
impacted, but the struggle is often invisible. Beauty Bus works to address the detrimental mental health effects
on self-esteem and the overwhelming isolation people experience when they contend with a health crisis – whether as a patient or as a family caregiver.

Provide the Approximate Number of Burbank Residents Served. *

1000

Event/Program Name *

Beauty Series at Providence Saint Joseph's Health Center

Amount of Funds Requested *

$ 10,000.00

Total Budget for Event/Program *

$ 15,000.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 1, 2026

End Date *

Jun 30, 2027

Additional Date Details

This is a program that would take place one day per week over the twelve month grant period.

Description of the Proposed Community Event/Program *

The Beauty Series at Providence Saint Joseph's Health Center in Burbank would bring a licensed cosmetologist into the hospital for one full day per week to serve long term-stay patients in the oncology, NICU (Neo-natal intensive care) and stroke rehab units. Patients would be able to choose from haircuts, manicures, beard trims, wig styling, and mini-facials, with services taking place at bedside or in a patient lounge. Hospital staff would advise regarding patient eligibility.

Approximately 8-10 patients would be served each week. In a 50 week year, between 400-500 patients would receive services.

Organizational Capacity

Question 1a *

Beauty Bus innovated the Beauty Series program in 2018 and is currently running the program in 9 hospital and health care locations. Thanks to a Program Team Manager who is a dual-licensed Barber and Cosmetologist with more than 12 years of experience and has managed multiple salons in Southern California, the Beauty Series program is delivered to the highest standards. Cosmetologists are often recruited from the Beauty Bus volunteer pool, which ensures the organization is familiar with the beauty pro, and the beauty pro is familiar with Beauty Bus procedures and standards of care required in hospital environments.

The hospitals and healthcare facilities where Beauty Series currently operate are not only supportive, but also grateful for the opportunity to support their patients in this unique way.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Beauty Bus is fortunate to be in a very stable financial position with a diverse of funding streams.

The Executive Director has been in place for more than two years and has been a catalyst for growth throughout her tenure. In addition, the Beauty Bus Founder has been on the Board of Directors for the entirety of the organization's history, ensuring consistent oversight and stewardship/cultivation of donors.

Beauty Bus is fortunate to partner with hospitals across Southern California, as well as with organizations such as Cancer Support Communities, Ronald McDonald House and weSpark. These partnerships allow Beauty Bus to provide Pop-Up Salons and Beauty Series for their clients. In some cases, the cost is shared by the partner. In other cases, Beauty Bus has secured additional funding to provide the programming.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Beauty Bus would serve inpatients at Burbank's Providence Saint Joseph Health Center one day per week of the grant period. A cosmetologist would be recruited from another current Beauty Series

location or from within the Beauty Bus volunteer pool.

The goal for each program day would be to serve 8-10 patients, identified as eligible for the program by hospital staff. The cosmetologist would be on-site for seven hours each program day, which would include required breaks, set-up, and clean-up.

Services would take place either at bedside or in a designated common area. Hospital staff would be instrumental in advising who to serve and where services would take place.

The Chief of Administrative Officer at Providence Saint Joseph's Health Center has already expressed enthusiasm for the program and a desire to integrate the services into the facility.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

A Beauty Series at Providence Saint Joseph's Health Center would be the 10th partner location to host the program. Beauty Bus has extensive experience in launching and running this program. In fact, the initial Beauty Series sites from 2018 are still operational today. Thanks to well-trained professionals, the program is efficiently managed and supervised, ensuring the delivery of high quality services.

While Beauty Bus would be grateful for a grant to enhance and ensure that this program site is able to operate, any deficit would be made up by existing Beauty Bus granting partners.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

1). Upon notice of grant acceptance, Beauty Bus will recruit a licensed cosmetologist from the pool of vetted professionals experienced in hospital environments and working with medically vulnerable individuals. (1-2 weeks)

2). If the cosmetologist is hired from the volunteer pool, they will receive official Beauty Bus onboarding. If the cosmetologist is already serving another Beauty Series site, onboarding may not be needed. Either way, the cosmetologist will work with the Program Team Lead to build an appropriate kit of supplies, specific for this program site.
(1 week)

3). After the cosmetologist has received Beauty Bus onboarding, they will attend orientation and training at Providence Saint Joseph's Hospital. (1-2 weeks)

4). Once orientation and training at the hospital are complete, the cosmetologist will begin weekly service. The Program Team Lead will oversee ongoing support, while the Executive Director will manage hospital relationships and the overall program.

5). By the end of the grant period, the cosmetologist will have served 400-500 patients, offering constant access to essential personal care while delivering moments of joy, restored dignity, and compassionate support.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Providence Saint Joseph Health Center is located in and serves the Burbank community and currently does not offer anything similar to the Beauty Bus program. Hospital administration is extremely enthusiastic about partnering with Beauty Bus to support and enhance their patients' experience at some of life's most challenging times.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

As mentioned above, Providence Saint Joseph Health Center has no services or programming like Beauty Bus. Patients, bed bound for weeks and months, do not have access to personal grooming (men's beard trims, haircuts, and detangling). Since the organization's founding, we have learned that patients who participate in our program are incredibly grateful for the opportunity to reconnect with their sense of self and gain some control of their personal situation.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

Cosmetologist/Worker's Comp -- $10,500
Supervision (Program Team Lead/Executive Director) -- $1,000
Site-Specific Mobile Salon Kit -- $1,200
Weekly Supplies -- $600
Overhead (Liability Insurance, etc.) -- $1,000
In-Hospital Marketing Materials -- $700

Total Annual Budget = $15,000

Funding of $10,000 from City of Burbank would support this program.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

Providence Saint Joseph Health Center is very clear that there is a deep need for Beauty Bus services on a weekly basis, but unfortunately do not have the funds to support it. If the full amount of the proposal is not funded, Beauty Bus would seek funding from Foundations and individual donors in order to ensure the program is fully funded and operating at full capacity.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly

recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Beauty Bus
Providence Saint Joseph Beauty Series
Proposed Budget & Timeline

BEAUTY BUS POP- UP SALON BUDGET

Licensed Cosmetologist: (salary including worker's comp)	$10,500
Program Team Manager/Executive Director: recruit, onboard, support and supervise	$1,000
Site Specific Mobile Salon Kit	$1,200
Weekly Supplies	$600
Overhead (Liability Insurance, etc.)	$1,000
In-Hospital Marketing Materials	$700
TOTAL	**$15,000**

BEAUTY BUS BEAUTY SERIES TIMELINE

1). Upon notice of grant acceptance, Beauty Bus will recruit a licensed cosmetologist from the pool of vetted professionals experienced in hospital environments and working with medically vulnerable individuals. (1-2 weeks)

2). If the cosmetologist is hired from the volunteer pool, they will receive official Beauty Bus onboarding. If the cosmetologist is already serving another Beauty Series site, onboarding may not be needed. Either way, the cosmetologist will work with the Program Team Lead to build an appropriate mobile salon kit, specific to this program site. (1 week)

3). After the cosmetologist has received Beauty Bus onboarding, they will attend orientation and training at Providence Saint Joseph's Hospital. (1-2 weeks)

4). When orientation and training at the hospital are complete, the cosmetologist will begin weekly service. The Program Team Lead will oversee ongoing support, while the Executive Director will manage hospital relationships and the overall program.

5). By the end of the grant period, the cosmetologist will have served 400-500 patients, offering constant access to essential personal care while delivering moments of joy, restored dignity, and compassionate support.

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Friday, April 3, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Shanna Warren

Title (If Applicable)
CEO

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Boys & Girls Club of Burbank and Greater East Valley

Organization Address *
12150 Hartsook

City *
Burbank

State *
California

Zip Code *
91607

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Burbank Non Profit Coalition Back to School Fair

Past Grant Type *

Community Events and Program Grant

Date Received *

Jun 2, 2025

Amount of Funds Received *

$ 4,000.00

Description of Organization. Please include the types of services the organization provides. *

The Club provides a variety of programs and services at our 33 locations. A brief overview is provided below: Before and After-School Enrichment Programs (Every Elementary & Middle School in Burbank) Open Monday–Friday from 7am – 9:30 am and from school dismissal to 6:00 pm, serving thousands of youth annually. Program highlights include: Power Hour/Project Learn (homework help and tutoring) STEM (digital literacy, robotics and technology) Visual and Performing Arts Triple Play (health, nutrition, and physical activity) Leadership development, Keystone, K Kids (Kiwanis Club) Junior Achievement, Girl Scouts, and sports leagues The Club also supports PE, Recess, and Psychomotor activities (engaging exercises that blend mental processes with physical movement) at some school locations as well. Free Teen Program Offered at the main clubhouse, the Teen Program addresses academic persistence, college and career readiness, and social-emotional wellness. Programming includes College Bound (one-on-one mentoring and case management), Keystone Leadership, UPS Road Code, SEL programming, and extended hours on Fridays until 10:00 p.m. with dinner provided. Deaf and Hard of Hearing (D/HH) Program A free after-school and summer program serving Deaf, Hard of Hearing, CODA, and SODA youth ages 4–18. All programming is delivered in sign language and includes academic support, enrichment, workshops, and field trips designed to strengthen educational outcomes and life skills. Day Camp and Summer Programs The Club operates 19 weeks of full-day camp annually, including 11 weeks during summer. Through Summer Brain Gain, the Club addresses summer learning loss by integrating literacy, STEM, and enrichment into traditional camp activities. Research shows participants avoid learning loss and often demonstrate academic and skill gains. The need for programs and services provided by the Boys & Girls Club of Burbank and Greater East Valley is rooted in the growing challenges facing young people and families in the communities we serve, and the critical role out-of-school time plays in youth development. Many of our members come from working families who rely on safe, structured, and affordable care during the hours when school is not in session. Without access to high-quality after-school and enrichment programs, youth are at increased risk of academic disengagement, social isolation, and exposure to unsafe environments during the peak hours for juvenile crime and risky behavior. At the same time, students are navigating increased academic demands and widening opportunity gaps, particularly for those who lack consistent access to tutoring, enrichment activities, and supportive adults outside the classroom. The Club provides a proven solution by offering daily academic support, enrichment activities, and mentorship that reinforce learning, build confidence, and help young people thrive. Beyond academics, many youth face social-emotional and mental health stressors that were intensified by the pandemic and continue to affect behavior, attendance, and overall well-being. The Club offers a stable, nurturing environment rooted in social-emotional wellness initiatives. For families, the Club is a trusted partner that helps parents and caregivers knowing their children are safe, engaged, and supported.

Mission or Purpose of the Organization. *

The Boys & Girls Club's mission is to inspire and enable all young people to realize their full potential as productive, responsible and caring citizens. It is our vision to provide a world-class Club Experience that assures success is within reach of every young person who walks through our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle. The Club serves all youth, especially those who need us the most, during out of school hours. We ensure no child is every turned away for an inability to pay. Clubs keep kids safe while allowing parents to keep their jobs and go back to school, but the Club is more than a haven for youth. The Club also works to close the education and health gaps seen in minority and low income families.

Provide the Approximate Number of Burbank Residents Served. *

5500

Event/Program Name *

Burbank Non Profit Coalition Back to School Fair

Amount of Funds Requested *

$ 6,000.00

Total Budget for Event/Program *

$ 8,500.00

Event/Program Duration *

Single Day

Start Date *

Aug 1, 2026

End Date *

Aug 1, 2026

Additional Date Details

We start working on the Back to School Fair in March of every year as it takes us about 5 months to pull everything together. We are all volunteers who work together to put this event with the Boys & Girls Club taking the lead and providing the venue and much of the supplies. Major partners on this event are the Burbank PTA, The Kids Community Dental Clinic, BCR, NCL, the Lions Club of Burbank, Burbank Arts and Education, Providence St Joes, South Hills Church and Scouting (Verdugo Council) Burbank Sunrise Kiwanis, Story City Church and Noon Rotary and all of our local political offices. The event takes place from 9am to noon and this is a free event.

Description of the Proposed Community Event/Program *

The Back to School Fair provides free dental, vision and health screenings to over 750 low-income students. It also provides a new backpack full of grade appropriate school supplies for each member as well as a lot of extra free items for back to school. We also provide free haircuts to any student who wants one. Panda Express serves free lunches and Burbank Noon Rotary provides free donuts in the morning and Burbank Noon Kiwanis provides water for everyone. In addition to all of this, this event serves as a resource fair for families. Over 60 vendors have booths and provide information on their free and low-cost services. Vendors include the County of Los Angeles, Burbank Libraries, the PTA, Parks and Rec, Providence St. Joes and virtually every non-profit in and around Burbank. Burbank parents really appreciate this event and rely on it not only for up-to-date information on services that may help them but for all of the opportunities their children can benefit from on this day. The Non-Profit Coalition has been putting this event on since 2008 when we had to take it on after the city of Burbank's redevelopment department went away and the city could no longer put this on. It is a very important community event and the NP Coalition and the Boys & Girls Club are dedicated to ensuring it happens the first Saturday in August each year.

Organizational Capacity

Question 1a *

We have been doing this event for years. We used to do it for many years at BHC but it moved to the BGC once we acquired our new home. We have plenty of room in our parking lot and with our gym, courtyard and theatre. We are committed to the long-term success of this event. We are fortunate that many of the non-profits work together as a committee to put this event on. We have to create a vendor application form and track this and we have to send out student applications for families to register. This is our marketing committee than we also have to manage all of the volunteers, we have to manage all of the logistics and we have to manage all of the donations. Everyone on the committee supports these efforts. About a week before the event, we have backpack stuffing days to separate all of the donation, stuff the backpacks and label by grade level. We have this all down to a science. The unknows are the cost of all of the rentals and what we can and can't get donated in terms of all of the school supplies and backpacks. That is why it is important we have some funds to offset what can't be donated.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Our CEO Shanna Warren has been facilitating the Non Profit Coalition since 2008. She has very strong relationships with the non-profits in Burbank. Shanna also oversees the Non Profit Calendar and encourages all of the non-profits to post their events on the calendar to ensure we are not stepping on anyone's toes and we are supporting each other. This calendar is also shared with the city of Burbank. Because of all of this, we are in a good position to successfully call on volunteers and the non-profits to support these efforts. If we were not to receive these funds, the event would still take place but the burden to cover the expenses would fall mostly on the BGC and any other non-profits that would offer to help make up the deficit.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Back to School Fair, Saturday, August 1, 2026 from 9am-1pm at the Boys & Girls Club of Burbank. Over 60 vendors set up tables to provide information on free and low-cost services for families. Parents register their child to attend this event. We provide free haircuts and free dental, vision and health screenings as well as a free backpack full of school supplies. Panda Express provides lunch and the service clubs provide breakfast. Boys & Girls Club staff as well as staff from various other Burbank nonprofits work the event.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

We have been doing this event for years and know what we need to make it a successful event and our volunteers serve on committees with each committee being in charge of the following: logistics, marketing, volunteers and donations. The nonprofits on our committee leverage their donors and contacts to help get as much as we can donated such as all of the school supplies.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Event planning begins in March of every year. The committee starts off meeting once a month and by June, we are meeting every week. The event is always the first Saturday in August before kids start school. All parents must pre register their student. We create a Google Doc and the morning of, we check families in and give them a " passport" to visit all of the vendors. At the completion of the event, they receive the backpack, school supplies and all other donations. If a family shows up that hasn't registered, we will still take them as we don't want to turn anyone away but we ask them to wait at the end to make sure all registered members received their back packs first. We start the event at 9am when it is cool and it is over by12-1pm.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

By providing access to information and providing access to free and low-cost programs and by providing free school supplies, we are addressing the needs of our low income Burbank community members who may not otherwise be able to afford, dental and vision screening, haircuts and school supplies for their kids. This event removes those barriers and provides equal access for their children to be healthy and prepared for the school year.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

This event positively impacts the community by providing information on much needed resources for parents to take advantage of. The County of Los Angeles attends as well to provide information on free and low cost healthcare, workforce information and other social services that parents may not otherwise be aware of and this goes for all of the other non profits that provide their information as well. Every year we receive overwhelming feedback from families on how grateful they adre for this event. In addition to this, we provide free school supplies and backpacks which can be costly for our low income community. This event exists to lift up and support our famailes. They look forward to it every year as they know the Burbank Non-Profit Coalition will ensure their child is ready to go for school.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

Funding goes to secure table, chair and easy up rentals. This is our biggest expense about $2,600. We also have to purchase school supplies and backpacks if we can't get everything donated. We also have to pay our staff to work this event and we have to schedule a cleaning crew to clean up after the event. We also host backpack sorting days leading up to the event so we also use some of this funding to provide water and pizza for all of our volunteers. Finally we have a DJ that volunteers and we have volunteer hair cutters so we try to give them a donation at the conclusion of the event. This event costs more than $8,000 a year with the club currently covering anything over what the city gives us so your support is much appreciated.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If we were not funded, we would still hold the event but it may have to be on a smaller scale or the burden may be put on the Boys & Girls Club and other Burbank Non-Profits to cover the expenses related to this event.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Friday, April 3, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

2026 Back to School Fair Budget

Description	Amount
Rental of Tables, Chairs, etc	$3,000
School Supplies	$2,500
Haircuts	$600
DJ	$400
Pizza/Food for volunteers	$300
Cleaning fee	$500
Water/First Aid	$200
Paid Staff	$500
Total	**$8,000**

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *: Karen Lau

Title (If Applicable): Chair, Founder, Director

Phone *: [redacted]

Email *: [redacted]

Organization's Information

Organization Name * Burbank Eco Council is a sponsored project of Mockingbird Incubator - Lost and Found Rehomed: Burbank Eco Council is a sponsored project of Mocking

Organization Address *: 4908 York Blvd

City *: Los Angeles

State *: California

Zip Code *: 90042

Has the organization received funding from the City of Burbank in the past? *: No

Description of Organization. Please include the types of services the organization provides. *

Burbank Eco Council (BEC) is a sponsored project of Mockingbird Incubator (EIN: 83-1987515), a 501(c)(3) nonprofit organization in the state of California. Founded in 2018 by Burbank parents who came out of the Burbank Recycle Center's Waste Warrior training program, BEC is a volunteer-led organization with a

three-person leadership team serving nine BUSD school campuses across eight consecutive years of programming.
Our programs and services include: school gardens and drought-tolerant campus landscapes, Lost & Found Rehomed (free clothing redistribution to Burbank families), Eco Action Studios (youth environmental media production), Waste Monsters (waste sorting education), and bike safety programming. We develop new programs through strategic partnerships, piloting them within established community events before scaling independently. Lost & Found Rehomed was piloted at the Boys & Girls Club of Burbank and the Greater East Valley's 2025 Back to School event, and Eco Action Studios launched as a month-long pilot with the Burbank Recycle Center in July 2025. Both are now part of BEC's growing program roster.
BEC also built and stewarded Burbank's annual Earth Day Festival, producing community events in formats ranging from trashion shows to bike rodeos to interactive speaker's corners and communal art. Our Earth Day events have drawn 330+ attendees, and the City of Burbank recognized the festival's value by becoming a co-sponsor. 2026 marks the second year as a city-sponsored, BEC community-led event at McCambridge Park, bringing together 30+ vendors and 10 city departments. A core BEC strength is our ability to identify environmental knowledge and practice already happening in our community and unite them into engaging, accessible public experiences. We have also produced virtual events that have drawn hundreds of participants, demonstrating our ability to engage the Burbank community across multiple formats.
Our leadership team brings professional backgrounds in design, branding, entertainment production, systems design, project management, communications, and social media. These skills power our full range of operations: fundraising, event production and management, volunteer coordination, and environmental program development from ideation through production to event delivery. Our core team of three consistently brings programs to life, supported by an extended network of community volunteers we activate for additional capacity during events. Community outreach and engagement are our specialty, and building strong community partnerships is central to how we work. Key allies include Sustainable Burbank Commission, Burbank Water and Power, Burbank Recycle Center, BUSD administrators, Boys & Girls Club of Burbank and the Greater East Valley, IKEA, UME Credit Union, local small businesses, and community organizations. We also draw on an extensive network of volunteers and BEC representatives at respective school sites.
Our initiatives have helped Roosevelt Elementary earn California Department of Education Green Ribbon Schools Bronze Distinction twice (2025 and 2026), and through our partnership with TreePeople, we facilitated a $900,000 CalFire grant to design drought-tolerant landscapes for six Title I BUSD campuses. BEC has a track record of responsible budget stewardship, including guiding city-funded programming budgets in partnership with Burbank departments. With the Boys and Girls Club partnership, the Lost and Found Rehomed pilot in August 2025 collected approximately 560 pieces of clothing from three BUSD schools. BEC distributed 330 pieces at the event, and BGC distributed the remainder to their students and families, resulting in 100% of collected clothing rehomed within the community.

Mission or Purpose of the Organization. *

Burbank's freeways, train corridors, and flight paths generate persistent air and noise pollution whose heaviest toll falls on the city's most vulnerable residents: the children who live, learn, and play here every day. Burbank Eco Council exists to address that inequity by integrating regenerative environmental practices into Burbank schools and the broader community. We believe that the everyday touchpoints in a young person's life, from their school campus to how they get there to the clothes on their back, are powerful starting points for lasting environmental change. Through fun, hands-on programs, we engage students and families in shifting away from wasteful systems and toward thoughtful regenerative practices that build environmental stewardship from the ground up. We transform the ecosystems where youth live, learn, and move so that young people step into leadership roles, families connect to their neighborhood's wellbeing, and campuses operate as models of regenerative practice. That work extends into free public programs and events that bring environmental resources and services directly to Burbank families. Our vision is a Burbank where environmental stewardship and youth leadership drive our school district toward community-wide Green Ribbon recognition, and those practices ripple outward from students to families to neighborhoods citywide.

Provide the Approximate Number of Burbank Residents Served. *

7000

Event/Program Name *

Lost and Found Rehomed

Amount of Funds Requested *

$ 3,500.00

Total Budget for Event/Program *

$ 9,526.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 1, 2026

End Date *

Jan 31, 2027

Additional Date Details

Two event cycles within the grant period.

Cycle 1: collection from BUSD schools in late May/early June 2026, distribution event on August 8, 2026.

Cycle 2: collection in December 2026, distribution event in January 16, 2027.

Each distribution event runs 3-5 hours, with Friday staging and 1-2 hours breakdown.

Description of the Proposed Community Event/Program *

"Lost and Found Rehomed" is a free, public clothing redistribution program that collects unclaimed items from BUSD school lost and found bins, cleans and sorts them, and makes them available to any Burbank family at pop-up distribution events hosted at Burbank Public Library. The program runs twice a year, timed to natural accumulation peaks in school lost and found inventory: end of school year and winter break.

At each event, families walk into a welcoming space organized like a curated pop-up shop. Garment racks display jackets, hoodies, and outerwear grouped by size and type with clearly labeled signage. Folded items such as pants and shorts are arranged on tables. BEC volunteers supervise and train student volunteers with restocking, re-hanging, and keeping the space organized. There is no sign-up required and no limit on what families can take. Events are barrier-free and open to the entire Burbank community.

BEC piloted Lost and Found Rehomed in August 2025 in partnership with the Boys & Girls Club of Burbank and the Greater East Valley's Back to School event. From just three BUSD schools, approximately 600+ pieces of clothing were collected, laundered, and sorted. BEC distributed 330 pieces at the event and BGC distributed the remaining inventory to their students and families, resulting in 100% of collected clothing rehomed within the community.
In 2026, we are scaling the program as a standalone event with Burbank Public Library as our new venue partner, whose programming serves a broad cross-section of Burbank residents including families navigating cost-of-living pressures. Two distribution events will be held at the Buena Vista Branch community room: August 8, 2026 and January 16, 2027.

Here is how each event cycle works: BEC's project manager coordinates collection of lost and found inventory from seven BUSD schools at the end of the school year (for the August event) and the start of winter break (for the January event). A volunteer team collects, sorts, and launders all clothing, then transports it to BUSD-provided storage. In the weeks leading up to each event, outreach runs through BUSD school communications with targeted distribution to Title I schools, Burbank Public Library's event listings, BEC and partner social media channels, the Burbank PIO, the Chamber of Commerce, and posted flyers at community locations throughout Burbank. The project manager sources garment racks and hangers through the community, Buy Nothing Burbank groups, and our BEC PTA network. The Friday before each event, volunteers pull everything from storage for final sorting, setup, and staging. On event day, doors are open for three hours. Clothing racks are sorted by size and color; larger items are folded on tables provided by the library. Everything is clearly labeled. Patrons choose what they need and carry items out in donated tote bags from partners such as UCLA Health. Student volunteers staff every station on two-hour shifts.

After each event, remaining inventory is boxed by size for redistribution through partner channels. The library is currently in discussion with HomeAgain LA as an additional overflow partner, keeping

clothing circulating locally. BEC tracks pieces collected, pieces distributed, and families served at every event to measure impact.

Organizational Capacity

Question 1a *

BEC has produced community programming in Burbank continuously since 2018 across BUSD school campuses and within the community. Our flagship event, the annual Earth Day Festival, drew 330+ attendees and was recognized by the City of Burbank, which began co-sponsoring it. 2026 marks the second year as a city-sponsored, BEC community-led event at McCambridge Park, bringing together 30+ vendors and 10 city departments. We have also produced virtual events that have drawn hundreds of participants.
Our three-person leadership team brings professional backgrounds in design, branding, entertainment production, systems design, operations support, project management, communications, and social media. We develop new programs through strategic partnerships, piloting them within established community events before scaling independently. Lost and Found Rehomed followed this methodology: piloted at the Boys & Girls Club's 2025 Back to School event, it collected approximately 600 pieces of clothing from three schools and Buy Nothing Burbank and redistributed 330+ pieces within the local community.

Our team manages event production end-to-end, from ideation through logistics, volunteer coordination, outreach, and event delivery. Beyond BEC, all three leaders have organized events at their children's schools through PTAs, giving us firsthand production experience at the campus level. Eight years of consistent presence across BUSD schools and the broader Burbank community has built us a deep bench of relationships we can call on for additional capacity when events require it.

Karen O. Lau, Co-Founder & Director, brings 20+ years of design systems and branding expertise, with clients including XPrize, NASA, and the VA. She is a graduate of Boston University, Art Center College of Design, and Caltech's Entrepreneurial Fellowship Program. She holds BRC Waste Warrior (2017) and Climate Reality Leadership (2024) certifications, founded the BUSD Environmental Affairs Committee (2022), and led Roosevelt ES to California's Green Ribbon Bronze Distinction in both 2025 and 2026.

Juliane Crump, Greenspaces Lead & Designer, is a certified TreePeople Community Forester, US Green Building Council Green Corps member, and California Native Plant Landscaper (Theodore Payne Foundation). Her grant writing secured the $900,000 CAL FIRE planning grant for greening six Title I BUSD schools and a $15,000 Demonstration Garden grant from Burbank Water and Power. She brings professional experience as a film industry art director and is a black belt in karate and dojo owner.

Melissa Thompson, Project Manager & Website Coordinator, is a Marketing Strategist and Business Owner who manages BEC's digital presence and Earth Day coordination with city organizations and sustainability groups. She founded and leads the Sustainability Committee at Joaquin Miller Elementary, overseeing installation of native garden beds, murals, costume swaps, and reusables collection programs. She brings nonprofit experience and content strategy expertise to BEC's community engagement efforts. She is also a recycling specialist through Re:Create.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

BEC operates under the fiscal sponsorship of Mockingbird Incubator (EIN: 83-1987515), a 501(c)(3) nonprofit organization, which provides financial oversight, tax-exempt status, organizational insurance, legal entity, and administrative infrastructure. BEC has a track record of responsible budget stewardship, including guiding city-funded programming budgets in partnership with Burbank departments for our annual Earth Day Festival, currently in its second year.

Our management approach is lean and partnership-driven. Rather than building costly internal infrastructure, we leverage established community relationships to extend our capacity. For Lost and Found Rehomed specifically, BUSD provides school site access and storage, Burbank Public Library provides storage and the distribution venue, and our volunteer network provides event

labor. Boys and Girls Club and BUSD was our storage facility in 2025. This model keeps costs low while maintaining high-quality delivery.

Key partners supporting this program include BUSD administrators (school access and storage), Burbank Public Library, Boys & Girls Club of Burbank and the Greater East Valley (pilot partner, ongoing ally), and our volunteer network across BUSD school sites.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Lost and Found Rehomed has three goals:
Goal 1: Provide free clothing to Burbank families by redistributing unclaimed items from BUSD school lost and found bins through two public distribution events per year. Based on our 2025 pilot results, we project collecting 800-1,000 pieces of clothing per cycle from seven schools and serving 100-150 families per event.
Goal 2: Reduce textile waste locally by keeping usable clothing circulating within the Burbank community rather than sending it to donation centers where only about 10% is resold locally and the rest is shipped overseas or landfilled.
Goal 3: Develop youth environmental leadership by engaging middle and high school student volunteers who need service hours. Through participation in collection, sorting, and distribution, students gain firsthand understanding of the fashion industry's environmental impact on greenhouse gas emissions while building civic responsibility and circular economy skills.
Our methodology follows BEC's proven pilot-to-scale model. Having successfully piloted with three schools and one distribution event in 2025, where we collected approximately 560 pieces and achieved 100% redistribution within the community, we are scaling to seven schools and two events in the 2026-2027 cycle.
Each event follows its own full program cycle across four phases:
Phase 1, Collection: BEC coordinates with seven BUSD school sites to collect unclaimed lost and found items after peak accumulation periods (end of school year for the August event, winter break for the January event). BUSD has agreed to provide storage for collected items between collection and distribution.
Phase 2, Cleaning and Sorting: Collected clothing is laundered through commercial cleaning services and sorted by size and type by student volunteers.
Phase 3, Public Distribution: Free, walk-in events hosted at Burbank Public Library (INSERT HERE: confirm branch after Tuesday call). Each event runs 3-5 hours. Clothing is displayed on garment racks and tables in a dignified, organized format grouped by size and type, so families can browse and select what they need rather than receiving pre-sorted bags. No registration or income verification is required. Student volunteers staff every station, restocking and keeping the space organized.
Phase 4, Impact Tracking and Surplus Distribution: BEC tracks pieces collected, pieces distributed, and families served at each event. Any remaining inventory is redistributed through partner channels such as the Boys & Girls Club of Burbank or HomeAgain LA (TBD), ensuring zero clothing is discarded.
Community outreach is conducted primarily through BUSD, which distributes flyers through its school sites, with targeted outreach in English and Spanish to the district's six Title I schools to reach underserved families. BEC supplements school outreach through its own social media channels and local nonprofit partnerships.
The approach is designed to be a low barrier of entry. Events are walk-in, free, stress-free environment open to any Burbank family, and there is no limit on what families can take.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

Three factors make this program feasible within available resources and timeline. First, the core infrastructure is already in place: BUSD has agreed to collection access and storage, Burbank Public Library is our distribution venue, and our pilot proved the collection-to-distribution pipeline works. Second, we are hiring a paid Event Coordinator to manage the expanded program and activating our broader volunteer network to increase collection and sorting capacity. The number of schools

served will scale with coordinator and volunteer capacity, with additional student volunteers for sorting and event staffing. Grant funds cover the Event Coordinator and reusable equipment. BEC is independently fundraising to cover consumable hard costs including laundry, outreach materials, and transportation. Third, we are building on a tested model, not starting from scratch. The August 2025 pilot established our processes for school coordination, clothing intake, sorting standards, and event layout. Expanding beyond 3 schools increases volume but does not change the operational model.
The timeline is designed around the school calendar's natural rhythms. End-of-year collection in May/June feeds the back-to-school distribution event, and winter break collection in December feeds the January event. These are the two peak accumulation periods for school lost and found, making the program cycle self-reinforcing rather than artificially scheduled.
If the library venue or agreement changes, we have contingency relationships with the Boys & Girls Club facility and can explore alternative community spaces within Burbank.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Event 1: Back-to-School Distribution (August/September 2026)
May 2026 (weeks 1-2): Coordinate with 7 BUSD school administrators for end-of-year lost and found collection. Recruit student volunteers for sorting.
May 2026 (weeks 3-4): Collect clothing from school sites. Volunteer sorting and cleaning. Laundry services for all collected items. Transport to BUSD-provided storage.
July 2026 (weeks 1-2): Purchase/Rent event equipment (garment racks, bins, hangers, signage).
July 2026 (weeks 3-4): Design and print multilingual outreach materials. Distribute flyers through schools, library branches, and community locations. Social media outreach.
Saturday, August 8: Distribution event at Burbank Public Library, Buena Vista Branch, Community Room. 3-5 hour event, walk-in, free, open to all Burbank families. Volunteers staff all stations.
Post-event (4 weeks after): Impact tracking: pieces collected, pieces distributed, families served, remaining inventory distributed through partner channels. Report to grantor.

Event 2: Winter Distribution (January 2027)
November 2026 (weeks 1-2): Coordinate with 7 BUSD schools for pre-winter-break collection. Recruit student volunteers.
December 2026 (weeks 3-4): Collect clothing from school sites. Volunteer sorting and cleaning. Laundry services. Transport to storage.
January 2027 (week 1): Outreach push through schools, library, and social media.
Saturday, January 16, 2027: Distribution event at Burbank Public Library. Same format as Event 1.
Post-event (4 weeks after): Final impact tracking and reporting. Year-end summary to grantor.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Children outgrow and lose clothing constantly, and replacing those items adds up, especially for families already managing the rising cost of living. Current community resources for Burbank residents living under the poverty line focus on food, healthcare, housing, and job placement. There is no local program addressing the everyday cost of keeping kids clothed.

Meanwhile, BUSD schools accumulate hundreds of unclaimed clothing items each year with no consistent system for handling them. Individual schools manage it differently, with the responsibility often falling to office managers or principals. Most clothing is eventually donated to organizations where only about 10% is resold locally. The rest leaves the community entirely, shipped overseas or sent to landfill.

Lost and Found Rehomed addresses both problems with one solution: it keeps usable clothing circulating within Burbank, reduces textile waste, and provides a free resource to any family that needs it. By hosting events at Burbank Public Library, a trusted, central, and accessible location, we remove barriers and reach families who might not seek out traditional assistance programs.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

The positive impact of Lost and Found Rehomed serves three distinct groups:
For families: the program provides free, clean, ready-to-wear children's clothing at no cost and with no eligibility requirements, directly reducing household expenses for families across income levels. Within BUSD, 21% of students qualify for free or reduced-price meals, and the City of Burbank's own 2025-2029 Consolidated Plan found that 56.4% of Burbank renters are cost-burdened, spending more than 30% of their income on housing. For families already stretched that thin, the cost of constantly replacing children's lost and outgrown clothing is a real and recurring burden. The volume of unclaimed clothing at every school is staggering, driven by the simple reality of young children's developing minds: kids leave things behind. That challenge is compounded in households where children move between multiple caregivers, whether due to divorced homes, grandparents providing care, or afterschool programs. The more transitions in a child's day, the more clothing gets lost and the harder it is for any one adult to keep track.

For schools: the program solves a persistent operational burden by creating a consistent system for managing unclaimed clothing. Currently, schools are left handling growing piles of unclaimed items with no system and limited capacity for a problem that never stops. The responsibility falls unevenly on office managers and principals who are already stretched thin. Lost and Found Rehomed removes that burden by collecting, cleaning, and redistributing clothing through a structured program that works with the school calendar.

For the community and the environment: every piece of clothing redistributed locally is one less piece shipped overseas or sent to Burbank's landfill, which is the city's third and final landfill. Lost and Found Rehomed keeps these resources circulating within Burbank, reducing textile waste while building a culture of reuse and community care.

BEC fills this gap because Burbank has no existing program that collects school lost and found clothing and redistributes it back to families within the community. Food banks, healthcare access, and housing assistance exist. A free, local, dignified clothing resource for families does not. Lost and Found Rehomed fills that gap.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

Grant funds of $3,500 will be invested in the operational backbone that makes the scaled program possible: a paid Event Coordinator and reusable equipment that will serve both grant-funded events and all future distribution cycles. BEC is independently fundraising to cover consumable hard costs including laundry, outreach materials, transportation, and event supplies.

Grant-funded (City of Burbank): $3,500

Event Coordinator: $2,400 (80 hours at $30/hour across two event cycles). Scaling from the pilot's 3 schools requires a dedicated coordinator managing school site collection, volunteer recruitment and scheduling, laundry and storage logistics, outreach distribution, event setup and operations, and post-event impact tracking. The number of schools served will be determined by coordinator and volunteer capacity. This role is the difference between a grassroots effort and a reliable, repeatable program.

Reusable event equipment: $1,100. Commercial-grade garment racks, bulk hangers, large reusable storage bins, and size/category signage. These are one-time capital investments that will serve every future distribution cycle beyond the grant period.

BEC-funded (fundraising and organizational match): $6,026

Laundry and cleaning services (two cycles): $1,000. Commercial laundry for approximately 1,000+ pieces across two collection cycles.

Multilingual outreach and printed materials: $500. Flyers distributed through BUSD schools, library

branches, and community locations.

Transportation and logistics: $400. Transporting clothing between school sites, storage, and distribution venue across two cycles.

Event day supplies: $200. Directional signage, impact tracking materials, volunteer supplies. Volunteer labor (organizational match): $3,926, valued at $33.47/hour (Independent Sector rate for California), covering design, social media outreach, event day staffing, and leadership team oversight.

Total program budget: $9,526

BEC is currently running a fundraising campaign to cover the $2,100 in hard costs on our side. This grant funds the infrastructure; our community funds the consumables.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

Lost and Found Rehomed will proceed regardless of the award amount because the core infrastructure is already in place: school partnerships, volunteer labor, BUSD storage, and the library venue. The Event Coordinator is our funding priority. Without a dedicated coordinator, we would scale down to fewer schools and rely entirely on volunteer availability, resulting in a smaller, less consistent program.

If we receive a partial award, we would adjust in the following order: first, seek in-kind laundry partnerships with local businesses to reduce cleaning costs. Second, reduce the outreach budget and rely more heavily on school communication channels and social media rather than printed materials. Third, scale back equipment purchases to essentials and borrow or source additional display solutions from the community. If funding only supports one event cycle, we would run the August back-to-school distribution only and reassess for winter based on what we raise. Our active "Lost & Fund" campaign on GiveButter will go toward covering basic operational costs.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

PROPOSED PROJECT AND BUDGET PLAN

Lost and Found Rehomed

City of Burbank Pilot Community Events Grant

PROJECT OVERVIEW

Organization: Burbank Eco Council (sponsored project of Mockingbird Incubator, EIN: 83-1987515)

Program: Lost and Found Rehomed

Grant Request: $3,500

Total Program Budget: $9,526

Grant Period: July 1, 2026 through January 31, 2027

Events: Two distribution events at Burbank Public Library, Buena Vista Branch (August 8, 2026 and January 16, 2027)

Lost and Found Rehomed is a free, public clothing redistribution program that collects unclaimed items from BUSD school lost and found bins, cleans and sorts them, and makes them available to any Burbank family at pop-up distribution events hosted at Burbank Public Library. The program runs twice a year, timed to natural accumulation peaks: end of school year and winter break.

BEC piloted the program in August 2025 with three BUSD schools, collecting 600+ pieces of clothing and achieving 100% redistribution within the community through our partnership with the Boys & Girls Club of Burbank and the Greater East Valley. In 2026, we are scaling the program as a standalone event with the library as our venue partner, expanding the number of schools served based on coordinator and volunteer capacity.

BUDGET

Line Item	Funding Source	Amount
Event Coordinator (80 hrs x $30/hr)	City Grant	$2,400
Reusable event equipment (racks, bins, hangers, signage)	City Grant	$1,100
SUBTOTAL: City of Burbank Grant		**$3,500**
Laundry/cleaning services (two collection cycles)	BEC Fundraising	$1,000
Multilingual outreach and printed materials	BEC Fundraising	$500
Transportation and logistics (two cycles)	BEC Fundraising	$400

Event day supplies	BEC Fundraising	$200
SUBTOTAL: BEC Hard Costs		**$2,100**
Volunteer labor (117 hrs x $33.47/hr CA Independent Sector rate)	In-Kind Match	$3,926
SUBTOTAL: In-Kind Match		**$3,926**
TOTAL PROGRAM BUDGET		**$9,526**

Budget Notes

Event Coordinator: Scaling from the pilot's 3 schools requires a dedicated coordinator managing school site collection, volunteer recruitment and scheduling, laundry and storage logistics, outreach, event operations, and post-event impact tracking. The number of schools served will be determined by coordinator and volunteer capacity. This role is the difference between a grassroots effort and a reliable, repeatable program.

Reusable equipment: Commercial-grade garment racks, bulk hangers, large reusable storage bins, and size/category signage. These are one-time capital investments that will serve every future distribution cycle beyond the grant period.

BEC hard costs: BEC is currently running a "Lost & Fund" fundraising campaign on GiveButter to cover the $2,100 in consumable hard costs. The city's investment funds infrastructure that lasts; our community funds the consumables.

In-kind match: Volunteer labor is valued at $33.47/hour, the 2024 Independent Sector rate for California. This covers project management, design, social media outreach, event day staffing, and leadership team oversight across both event cycles.

PROJECT TIMELINE

Event Cycle 1: Back-to-School Distribution

Phase	Dates	Deliverables
Collection	May 2026	Coordinate with multiple BUSD schools for end-of-year lost and found collection. Recruit student volunteers. Collect, sort, launder clothing. Transport to BUSD-provided storage.
Preparation	July 2026	Purchase reusable event equipment. Design and print multilingual outreach materials. Distribute flyers through schools, library, and community locations. Social media outreach.

Distribution	August 8, 2026	3-hour walk-in event at Buena Vista Branch, Burbank Public Library. Clothing displayed on racks and tables by size. Volunteers staff all stations. Open to all Burbank families.
Post-Event	August 2026	Track pieces collected, distributed, and families served. Redistribute remaining inventory through partner channels. Report to grantor.

Event Cycle 2: Winter Distribution

Phase	Dates	Deliverables
Collection	Nov-Dec 2026	Coordinate with multiple BUSD schools for pre-winter-break collection. Recruit student volunteers. Collect, sort, launder clothing. Transport to storage.
Preparation	Jan 2027 (wk 1)	Outreach push through schools, library, social media, and community partners.
Distribution	January 16, 2027	3-hour walk-in event at Buena Vista Branch. Same format as Event 1.
Post-Event	Jan 2027 (wk 3-4)	Final impact tracking and reporting. Year-end summary to grantor.

MEASURES OF SUCCESS

BEC will track the following metrics at each event and report to the City of Burbank at the conclusion of the grant period:

Metric	2025 Pilot (Baseline)	2026-27 Target (Per Event)
Pieces of clothing collected	600+	800-1,000
Pieces redistributed	330 (BEC) + remainder (BGC)	400-600
Families served	Tracked via BGC attendance	100-150
Schools participating	3	Determined by capacity
Student volunteers engaged	0	5-10
Redistribution rate	100% (zero discarded)	100%

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Emily Lopez

Title (If Applicable)
Community Outreach & Special Program Man

Community Outreach and Special Program Manager

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Burbank Housing Corporation

Organization Address *
1819 Grismer Ave.

City *
Burbank

State *
California

Zip Code *
91504

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
BHC Youth Summer Camp

Past Grant Type *

Community Development Block Grant (CDBG)

Date Received *

Feb 28, 2022

Amount of Funds Received *

$ 9,639.00

Description of Organization. Please include the types of services the organization provides. *

Burbank Housing Corporation (BHC) is a nonprofit Community Housing Development Organization that owns and manages 326 affordable rental units serving low- to moderate-income households in the City of Burbank. Chartered in 1997 by the City of Burbank's Redevelopment Agency, BHC has a long-standing commitment to preserving and expanding affordable housing opportunities within the community. BHC is dedicated to maintaining high-quality, attractive, and safe housing for families, seniors, and individuals with disabilities. Beyond housing, BHC provides comprehensive resident services designed to support stability, opportunity, and well-being. These services include free and low-cost youth programs for school-age children, scholarships, affordable and high-quality early childhood care for children ages 0–5, family enrichment outings, and community events that offer educational resources and access to essential needs for our diverse resident population.

Mission or Purpose of the Organization. *

Our mission is to preserve, upgrade, and develop affordable housing opportunities in Burbank and to provide a safe, service-enriched environment for the residents in our communities.

Provide the Approximate Number of Burbank Residents Served. *

870

Event/Program Name *

BHC Holiday Meal Distribution and Family Resource Even

BHC Holiday Meal Distribution and Family Resource Event

Amount of Funds Requested *

$ 4,000.00

Total Budget for Event/Program *

$ 15,000.00

Event/Program Duration *

Multiple Days

Start Date *

Nov 18, 2026

End Date *

Dec 17, 2026

Additional Date Details

The BHC Holiday Event & Meal Distributions will consist of two event dates, one in the month of November and another in the month of December. Currently, these events will take place on November 18th and December 17, 2026, at a BHC-managed facility or parking lot.

Description of the Proposed Community Event/Program *

Burbank Housing Corporation (BHC) launched its first Holiday Meal Distribution in November 2025 in response to reductions in food assistance programs and the disbanding of the Burbank Coordinating Council (BCC), a long-time provider of holiday food baskets for low-income households in the community. Recognizing the risk that many families would lose access to this important seasonal support, BHC stepped in to ensure that residents would not be adversely impacted during the 2025 holiday season.
Through partnerships with local banks, businesses, and community members, BHC secured both monetary and in-kind donations, including grocery gift cards, food items, and volunteer support. These collaborative efforts made it possible to successfully host holiday meal distribution events on November 18 and December 18, 2025, providing meaningful assistance to families experiencing financial hardship.
Building on the success of this initial effort, BHC plans to expand the program this year by increasing community involvement through volunteer participation. Volunteers will be invited to support the initiative through canned food drives, event setup, and hands-on assistance with sorting supplies and assembling holiday food baskets. These activities will strengthen community involvement while helping ensure the events operate efficiently.
To further enhance the impact of the program, BHC plans to incorporate a community resource fair alongside each distribution event. The resource fair will be open to the public and will feature local partner organizations and service providers sharing information and referrals related to food access, financial stability, health services, and family support programs. This addition will help connect families to resources that support long-term stability beyond the holiday season.
The holiday meal distribution component will prioritize low-income BHC residents. If capacity allows, assistance will also be extended to low-income households from the surrounding community. BHC anticipates serving at least 200 families in total, with approximately 100 households supported at each event. Each participating family will receive a holiday food basket containing an estimated $50 in non-perishable food items, along with a $50 grocery gift card to purchase fresh produce and other perishable items. Holiday cards will be created in advance by participants and volunteers and included in each food basket, adding a personal touch that fosters connection and community care. This approach promotes dignity, choice, and improved nutritional quality while addressing urgent food insecurity during the holidays.
By combining resident-focused service delivery, meaningful volunteer opportunities, and a public-facing community resource fair, this initiative strengthens community connections while prioritizing households experiencing the greatest need. Through this effort, BHC aims to reduce holiday food insecurity, increase awareness of available services, and foster a stronger, more supportive community network for families in Burbank.

Organizational Capacity

Question 1a *

BHC has over 25 years of experience providing community-centered programs and events that support low-income families in the City of Burbank. In addition to developing and managing affordable housing, BHC has a strong track record of successfully organizing community events that bring residents together and connect families to valuable resources. These events include holiday celebrations, outdoor educational trips, family movie nights, back-to-school giveaways, youth programs, and community resource fairs. Many of these events involve partnerships with local businesses, nonprofit organizations, and volunteers.
In October 2025, BHC quickly mobilized partnerships with local banks, businesses, and community members to launch its first Holiday Meal Distribution. Through these collaborative efforts, BHC successfully hosted two holiday distribution events serving 200 families experiencing financial hardship. This event will be primarily organized by the Community Outreach Manager with the support of BHC's executive, administrative, and property management staff, roughly 6-10 full-time employees.

With an established presence in the community, experienced staff, strong partnerships, and a history of delivering successful resident events, BHC is well-positioned to successfully implement and expand community initiatives such as the Holiday Meal Distribution and Family Resource Event.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

BHC has a long-standing partnership with the City of Burbank, which includes a comprehensive review of the organization's annual budget and financial practices. This partnership helps ensure fiscal accountability and responsible stewardship of funds.
Each BHC program or event initiative undergoes a detailed review of projected expenses and program needs prepared by the Community Outreach Manager, with final approval from the Vice President of Operations and the Executive Director. This multi-level review process ensures that programs are carefully planned, financially feasible, and aligned with the organization's mission and operational capacity.
BHC also maintains strong partnerships with local financial institutions and community organizations to support program implementation. For the Holiday Meal Distribution Program, BHC is currently seeking private donations to reach its annual program goal of $15,000. The organization has already secured donations and commitments from UMe Credit Union and Gain Federal Credit Union, demonstrating strong community support for the initiative.
In addition to these targeted fundraising efforts, BHC maintains limited general donation funds that can provide supplemental support if needed. However, the organization's goal is to raise the full $15,000 annually through community contributions so that reserve funds remain available for unexpected needs and emergency program support.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Our goal is to serve 200 low-income families during November and December 2026 with a priority to serve eligible households from BHC affordable housing communities. The BHC Affordable Housing Program requires that all residents complete a comprehensive annual recertification process with our property management office. This process includes a submittal of tax returns, paystubs, benefit statements, and bank statements of all adult household members and an income level calculation based on these documents and current state income limits for Los Angeles County. Low-income households from BHC communities are identified by our property management office and provided to the BHC Community Outreach Manager for outreach purposes. An online form will be created prior to the event to register eligible families. As part of this form, we will ask for the primary contact for the household, confirm Burbank address, and confirm eligibility based on annual income certification.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

Burbank Housing Corporation (BHC) has already committed to establishing its Holiday Meal Distribution and Family Resource Event as an annual initiative and has proactively begun planning and fundraising for the 2026 events. Early preparation allows BHC to build on the success of the previous year while ensuring adequate time to coordinate logistics, partnerships, and resources. BHC staff will oversee all aspects of event planning and execution, including outreach, participant registration, partner coordination, and on-site event management. In addition, BHC collaborates with its property management contractor, John Stewart Company, whose staff assist with transporting necessary equipment and supporting event logistics. Through its long history of community events, BHC has a large inventory of tables, chairs, and other equipment that can be used for its events. This approach strengthens BHC's operational capacity and ensures that key

event needs are met.
Volunteers and partners will play a critical role in supporting the event as we try to add a resource fair element to our meal distribution events. BHC plans to engage local service organizations such as National Charity League, Rotary Club, and Kiwanis to assist with event setup, food basket assembly, check-in, activity stations, and distribution. In addition, BHC will contact its partners, such as the Boys & Girls Club of Burbank & Greater East Valley, Home Again Los Angeles, Burbank Water & Power, and KinderCare Learning Centers. Leveraging these established partnerships and service groups allows BHC to efficiently scale the event.
BHC has already begun outreach to donors and is actively securing both monetary and in-kind contributions to support the program. With additional planning time compared to the previous year, combined with experienced staff, committed partners, and a growing volunteer base, BHC is well-positioned to successfully execute an expanded event within the available resources and timeline.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

The first phase of our work plan will primarily consist of seeking private donations and grant opportunities to reach our goal of $15,000. Between the months of February and August 2026, BHC will contact past donors and supporters to request donations ranging from $250 to $2,500. As of March 19, 2026, BHC has secured $4,500 out of the $15,000 total goal.
In September 2026, BHC will begin the second phase of the work plan, which includes volunteer recruitment and community engagement. During the second phase, BHC will promote the event to volunteers and community members to encourage participation in donation drives and event support. Local businesses and community partners will be engaged to host non-perishable food drives for the holiday baskets. In addition, BHC will recruit volunteers from service organizations to assist with food collection, packing, and event operations. Deliverables for this phase include secured food drives and confirmed participation from a local volunteer group.
The third phase will focus on event preparation and logistics in October 2026. BHC will finalize event plans, confirm community partners for the resource fair, and secure grocery gift cards, and necessary event supplies. Staff and volunteers will be assigned specific roles, and event layouts will be organized to ensure an efficient flow for check-in, activities, and distribution. Deliverables include confirmed vendor and partner participation and finalized event logistics.
The final phase will consist of executing two community events in November and December 2026, each serving approximately 100 families. Families will receive holiday food baskets and grocery gift cards, while also having access to family-friendly activities and a community resource fair. Deliverables include serving at least 100 families, distributing 200 food baskets and 200 grocery gift cards, and successfully hosting two community events.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Burbank Housing Corporation's (BHC) Holiday Meal Distribution and Family Resource Event addresses the needs of the Burbank community by providing essential food support to low-income households during the holiday season, when many families experience increased financial strain. The program helps reduce food insecurity by providing holiday food baskets and grocery gift cards. In addition, the event includes a community resource fair open to the public, offering access to information and services related to food assistance, financial stability, and family support.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

The BHC Holiday Meal Distribution and Family Resource Event creates a meaningful opportunity for residents, volunteers, and community members to come together and connect. These holiday events also address an existing gap in services following the discontinuation of the Burbank

Coordinating Council's Holiday Basket Program. BHC hopes to continue Burbank's tradition of giving back during the holidays by offering various volunteer opportunities.
The BHC Holiday Meal Distribution and Family Resource Event brings together residents, volunteers, businesses, and community organizations to provide food assistance and support. The event gives the broader Burbank community opportunities to get involved through donations, volunteering, and participation in a public resource fair. This helps build connections, increase awareness of local resources, and benefit both BHC residents and the wider community.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

100% of the requested grant funds will be used to support the cost of holiday meal baskets for participating families. Funds will be used to purchase essential food items that are more difficult to collect through donations or transport by volunteers. Grant funds will also help fill any gaps if sufficient donated items are not secured, ensuring that all food baskets are complete and consistent for each household. By dedicating all grant funds directly to food assistance, BHC ensures resources are used efficiently while maintaining the quality and reliability of the program.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If Burbank Housing Corporation (BHC) is not awarded the full amount requested, the organization will seek to secure additional funding through private donations and community partners to help offset the gap. BHC has an established network of donors and has already begun fundraising efforts, which provides flexibility in addressing potential shortfalls.
If additional funding cannot be fully secured, BHC will adjust the program by modifying the quantity or variety of items included in each holiday food basket while maintaining the goal of serving as many families as possible. BHC may also increase reliance on in-kind donations to supplement food items and reduce costs.
These strategies will allow BHC to continue delivering the program, even at a reduced funding level, while prioritizing equitable distribution of resources and maintaining the overall impact of the event.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

2026 Community Event & Program Grant
Project & Budget Plan

Project Timeline

Phase	Timeline	Activities
Planning & Fundraising	Feb – Aug 2026	Donor outreach, secure funding, confirm event dates
Outreach & Registration	Sept – Oct 2026	Promote program, register families, recruit volunteers, food drives
Preparation	Oct – Early Nov 2026	Purchase items, confirm partners, organize logistics, assemble baskets
Implementation	Nov & Dec 2026	Host 2 events, distribute baskets & gift cards, resource fair
Wrap-Up	Dec 2026	Track outcomes, thank donors, evaluate program

Project Budget

Category	Description	Cost
Grocery Gift Cards	$50 per family X 200	$10,000
Food Basket Items	Supplemental food items not donated (fragile/perishable/difficult to collect)	$4,000
Packaging & Supplies	Bags, labels, basic materials (if not donated)	$750
Activity Supplies	Holiday cards, craft materials	$250
		Total Project Budget: $15,000

Budget Notes

- 100% of grant funds will go directly toward food basket items that are not donated.
- BHC will leverage in-kind donations (food drives, boxes, supplies) to reduce costs.
- Volunteers will support assembly, distribution, and event operations, minimizing staffing costs.
- Grant funds will also help fill gaps if donations are insufficient, ensuring each family receives a complete basket.

Food Basket Item Budget

Sample Items - November Basket	Quantity	Price Per Item		Sample Items – December Basket	Quantity	Price	Total
Boxed Potatoes	1	$1.99		Boxed Stuffing	1	$1.38	$1.38
Boxed Stuffing	1	$1.00		Canned Corn	2	$1.14	$2.28
Canned Corn	2	$2.48		Canned Green Beans	2	$0.72	$1.44
Canned Green Beans	2	$1.76		Chicken Stock	1	$1.24	$1.24
Canned Mix Vegetables	2	$2.62		Canned Soups	2	$1.22	$2.44
Mushroom Soup	2	$1.40		Biscuit Mix	1	$1.28	$1.28
Boxed Biscuit Mix	1	$1.28		Mac & Cheese	2	$1.24	$2.48
Boxed Corn Bread	2	$1.22		Mini Marshmallows	1	$0.97	$0.97
Canned Yams	1	$3.43		Condensed Milk	1	$2.19	$2.19
Mini Marshmallows	1	$1.38		Evaporated Milk	1	$1.64	$1.64
Condensed Milk	1	$2.49		Canned Cranberry Sauce	1	$1.97	$1.97
Evaporated Milk	1	$1.64		Canned Gravy or Gravy Mix	1	$1.08	$1.08
Garlic	1	$1.40		Pasta	2	$0.48	$0.96
Fried Onions	1	$2.88		Pasta Sauces	2	$1.32	$2.64
Canned Cranberry Sauce	1	$1.99		Frosting	1	$1.76	$1.76
Hawaiian Rolls	1	$4.48		Cake Mix	1	$0.99	$0.99
Canned Pumpkin Puree	1	$1.27		Canned Pineapple Slices	1	$1.68	$1.68
Canned Gravy	1	$2.04		Hot Chocolate Mix	1	$8.68	$8.68
Velvetta Block	1	$5.48		Cereal	1	$4.27	$4.27
Elbow Pasta	1	$0.88		Canned Yams	1	$3.43	$3.43
Pie Crust	1	$2.53					
	Subtotal	$45.64				**Subtotal**	$44.80
	Tax	$4.68				**Tax**	$4.59
Total Cost Per Nov. Package		$50.32		**Total Cost Per Dec. Package**			$49.39

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *: Suzanne Weerts

Title (If Applicable): Weerts

Phone *: [redacted]

Email *: [redacted]

Organization's Information

Organization Name *: Burbank Human Relations Council

Organization Address *: Burbank Human Relations

City *: Burbank

State *: California

Zip Code *: 91506

Has the organization received funding from the City of Burbank in the past? *: Yes

Project Title *: MLK Jr. Day I HAVE A DREAM BREAKFAST

Past Grant Type *

Community Events and Program Grant

Date Received *

Jun 13, 2025

Amount of Funds Received *

$ 1,500.00

Description of Organization. Please include the types of services the organization provides. *

Founded in 1958 as a community-based organization, for nearly 70 years the Burbank Human Relations Council has sought to eliminate barriers that separate people from each other while building bridges of understanding. BHRC continues to serve the Burbank community as a resource, and to advocate for equity. We promote equality and understanding through education and action. We are not funded by the city, or any other entity. We are an all-volunteer, fully independent organization.

BHRC hosts community forums and dialogues, vigils and remembrances and offers other opportunities for community engagement and student education, such as sponsoring The Diary of Anne Frank at The Colony Theatre so that local students can learn the history of the Holocaust. We've also hosted DAYS OF REMEMBRANCE events in partnership with local faith leaders. BHRC has participated in BPD's National Night Out for many years. We print and distribute HATE HAS NO HOME HERE/CHOOSE LOVE BE KIND yard and window signs across the city, and have recently partnered with BUSD to get posters with that message in every BUSD classroom. In 2023, BHRC began our Community Field Trips, hosting bus tours that have taken community members and elected officials to the Cesar Chavez Memorial in Keene, CA (2023) and to the Watts Towers and California African American Museum (2025). We work with the city to write Proclamations in recognition of minority groups and wrote the SUNDOWN TOWN Resolution in 2020 that made Burbank the 4th City in the Country to acknowledge our history and to commit to being more inclusive in the future.

Our affiliations include:
Anti-Defamation League
Burbank Family Service Agency
Ca. Assn. of Human Relations Organizations
Council on American Islamic Relations
Equality California (EQCA)
Muslim Public Affairs Council
Network Against Hate Crimes- L.A. County
PFLAG Burbank
Southern Poverty Law Center U.S. Department of Justice -Community Relations Service

THE COUNCIL RECEIVES CONSULTANT SERVICES FROM THE LOS ANGELES COUNTY COMMISSION ON HUMAN RELATIONS

Mission or Purpose of the Organization. *

In addition to the above, our goals are:
*To create an attitude and environment that is open and accepting of every person without regard to race, religion, ethnicity, gender, disability, sexual orientation, or age.
*To promote understanding and cooperation among the diverse groups that compose our community.
*To study and seek ways to moderate or eliminate inter-group tension.

Provide the Approximate Number of Burbank Residents Served. *

50000

Event/Program Name *

MLK Jr. I HAVE A DREAM BREAKFAST

Amount of Funds Requested *

$ 2,050.00

Total Budget for Event/Program *

$ 4,450.00

Event/Program Duration *

Single Day

Start Date *

Jan 18, 2027

End Date *

Jan 18, 2027

Additional Date Details

The event is from 8am to 11am on Dr. King Day, Monday, January 18. Set up is the Sunday afternoon before and our volunteers are on site by 7am and generally done by 12:30pm on the day of the event.

Description of the Proposed Community Event/Program *

We seek support to continue building on the success of our annual DR MARTIN LUTHER KING JR. I HAVE A DREAM
BREAKFASTS. In 2025 we expanded the event to include successful middle and high School Arts and Literature scholarships, and thanks to a 2026 Grant from The City of Burbank, we added an Elementary School Art contest and were able to continue to finance the scholarships ($1200 + Elementary arts winners' art supplies gift cards for $250).

Participating students can be from BUSD, local private schools or home-schools (as long as they reside in Burbank.) The three hour program is a moving and meaningful event that captured the spirit of Dr. King's message of service to the community and includes music and speeches by local students, words of remembrance and inspiration by elected officials. This year we also invited Rabbi Steven Jacobs to share his experience marching with Dr. King and working toward Civil Rights around the world with Jesse Jackson, something that resonates all the more for those who attended since Mr. Jackson's passing. We are considering options for a dynamic new speaker for 2027.

Winners of the scholarships are invited to read their essays to the hundreds gathered in Trevor Hall, giving voice to the next generation of leaders in our community. All attendees enjoyed a delicious pancake breakfast whipped up by Connie Barron Trimble and nearly 300 people participated throughout the morning including a group of deeply engaged student volunteers.

Organizational Capacity

Question 1a *

Our MLK Day celebrations were a tradition for BHRC for decades, evolving into breakfasts in the early 2000s before stopping in 2020. We brought the event back to the VFW in 2022 but soon realized the space was too small to accommodate the community interest, especially since what started as a "POP-IN and eat a plate of food and leave to make space for others" event, had become a "stay, mingle and LISTEN" gathering. SO in 2025, we found a new space and partnered with First United Methodist Church, and our attendance grew to fill the space and people stayed because the program also evolved to have more relevant speakers - most particularly the students sharing their DREAMS for the future of their country, their community and themselves.

BHRC has been successfully engaged with the Burbank Community since 1958. Our organization sent our first Black President, Vernon Michel, to march with Dr. King in Selma. We have been building bridges of understanding through our ongoing Holocaust Remembrance program across decades and in recent years, we've ensured local Middle and High School students experienced THE DIARY OF ANNE FRANK at The Colony Theatre. We've taken community field trips to the Cesar Chavez Memorial in Keene, CA in 2023 and to Watts Towers and the California African History Museum in 2025. As an all-volunteer Board, we use the expertise of our accomplished members to organize vigils and Peace walks and to connect with community in engaging and thoughtful ways.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Former BHRC past president John P. Brady left BHRC funds that helped launch our HATE HAS NO HOME HERE Yard Sign Campaign and ensure we had a balance of money to continue our work. More than 100 community members continue to engage with us annually by contributing the $10-$50 student/individual/family/supporting membership dues. We also charge a nominal fee for our field trips, but build the bus costs into our budget because we believe building community is more important than building bank accounts. We have worked with the Rosenthal Foundation to fund the buses that get students to The Colony Theatre for The Diary of Anne Frank and our Pancake Breakfast also raises money to help cover community field trip costs and support our booths and outreach materials at Burbank events.

BHRC annually participates in city events such as National Night Out and Pride in the Park. We have also been a part of the YMCA Back to School event. Our booth serves to reach out to our diverse community by sharing information on safety when it comes to reporting hate crimes. We partnered with BUSD to support the HATE HAS NO HOME HERE campus outreach campaign that posts CHOOSE LOVE BE KIND signs in all district classrooms and banners on all campus fences. We also promote community involvement through our work with the city when it comes to issuing proclamations that recognize different groups of people in Burbank. BHRC holds monthly meetings where we come together and work to find more ways to involve all of our community. All these events and programs strengthen and grow our organizational capacity.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The GOAL is to both bring the community together to remember Dr. King's Dream (students reading exerts from the famous speech help begin the event) and to give local students a visible platform to share their words and their art in a tangible way while inspiring them to create AND consider the impact of one man's meaningful words over 60 years ago and how THEY TOO can speak up, speak out and DREAM BIG.

2027 will be our third year of producing this re-imagined event and we have a fine-tuned program (we've gotten the timing down - even with the challenges of live event curve-balls and the wrangling of numerous students and the ever-fluxuating schedules of elected officials - to within TWO MINUTES of the three-hour event. Our team of board members and student/community volunteers is INSPIRED by the purpose of celebrating MLK JR's life with a Day of Service and they give they time with heart and grace.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

Our budget is thoughtful and consistent. Through the cost of the food is low and admission is affordable, we do provide free meals for all student performers, volunteers and anyone in the community who attends but can't afford to purchase a ticket. We make a little money but the HIGHLIGHT is shining the SPOTLIGHT on the student art and literature.

We have produced this event several times and know the timeline well and can work within our budget as our board has done so for all events we've produced.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Our committee has already met to debrief on the January 2026 event and has decided to start earlier in planning for 2027 this fall so that the contest winners can be determined before the holidays and participating families can be aware of the awards and plan to be present over the holiday weekend in Jan 2027 (and to put less stress on our retired teacher judges.)
FIRST UNITED METHODIST CHURCH has already confirmed their participation as has Connie Trimble with food.

September 2026 -
-Meet to plan
-Design SAVE THE DATE materials
-Initial Outreach to Schools and Electeds for participation

October 2026
-outreach to schools about contests - BUSD and local Privates
-organize Google Classroom submission site and populate with details/how to submit videos etc.
-Promotion of Essay/Poetry & Art Contests to schools and community groups

Early December 2026 -
-Submissions due/judging begins
-Follow up with potential performance groups, teaches and art classes
-Outreach for volunteers
-Begin soft ticket sales
-Consider partnership with non-profit to highlight at event if applicable
-Reach out to winner's families

January 2026 -
-Heavy Ticket Sales Promotion
-Preparations for RUN OF SHOW and tech
-Shopping for Food
-Secure Art Work from Students

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The need for our community to unite around the message of PEACE and HOPE as well as NON-VIOLENT ACTION directed toward the goals of JUSTICE and EQUALITY has always been important. BHRC's MLK JR DAY event ties in perfectly with the mission of BHRC and celebrates Dr King's messages promoting love and understanding over violence which absolutely positively impacts residents. This isn't so much about a gap in services in our city as it is about sharing with the community the good that is being done and the collective efforts of a group of committed citizens for nearly 7 decades of BHRC. As the event is OPEN to ALL residents, we aim to expand our outreach and promotions in the coming year.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

No one who has attended these events leaves unmoved, whether it be the music, the speeches, the powerful visuals of the student art, the connection with civic leaders and elected officials or the sense of community, the pride in our city's diversity and the HOPE for a brighter future, the morning is inspiring and motivating. Many cities across the country provide events to celebrate Dr. King's legacy on this day, and in Burbank, it is the Human Relations Council that has made the day a meaningful remembrance. And it is our scholarship program that is a unique opportunity to shine a light on the creativity and aspirations of the next generation.

Our event was covered by The Burbank Leader and by myburbank.com and we made certain that the City of Burbank and the Community Events and Program grant was acknowledged and your

logo was on all of our materials. We also invited the community to attend when we spoke about the grant at a City Council meeting in January 2025.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

2027 MLK Day Budget
$800.00 Estimated at approximately 2.66 per meal with goal of 300 attendance. Increased food costs and increased attendance anticipated.
$250.00 table decorations, linens, cleaning and paper goods
$250.00 Church Space Rental
$300.00 AV Tech support for 5 hours of work
$600.00 Essay HS and MS scholarships ($150 for the HS/MS first place winners; $100 for 2nd place and $50 for 3rd place in the High School and Middle School categories)
$600.00 Poetry HS and MS scholarships $150 for the HS/MS first place winners; $100 for 2nd place and $50 for 3rd place in the High School and Middle School categories)
$600.00 Art HS and MS scholarships $150 for the HS/MS first place winners; $100 for 2nd place and $50 for 3rd place in the High School and Middle School categories)
$250.00 Elementary art gift certificates ($50 each for the five winners)
$300.00 advertising across the community to get word out - most specifically at the schools to encourage participation in our scholarship contests, bookmarks or another useful, meaningful gift for attendees
$500.00 comp tickets for student performers and volunteers

TOTAL COST $4450

We are asking for a $2050 grant to allow us to expand our contest to divide the Literature contest into two categories, ESSAY and POETRY and further inspire thoughtful expression from Burbank's young people.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

Last year we requested $2500 and were gratefully granted $1500 and we eliminated the initial goal of spending the additional $1200 for a renowned GUEST SPEAKER. This year we have determined that what the Burbank Community cares to hear most is the voices of our children and so we are focusing on inspiring them, and working more closely with English and Art teachers across the city to inspire submissions. We will move forward with this plan, but if our budget doesn't permit expansion, we may lesson the amount of the scholarships and/or change the plan to make a separate Poetry category.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application,

applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Friday, April 3, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Proposed Budget Martin Luther King Jr Breakfast 2027

Expense	2026 Actuals	2027 Projected	Comments
Food/Catering	$ 436.04	$ 800.00	Estimated at approximately 2.66 per meal with goal of 300 attendance. Increased food costs and increased attendance anticipated.
Table Decorations/linen/paper goods	$ -	$ 250.00	Estimated at 14 tables with 300 attendance. Paper supplies donated by caterer in 2026
Rental Trevor Hall BFUMC	$ 250.00	$ 250.00	
AV Tech Support	$ 300.00	$ 300.00	
Essay Scholarships	$ 600.00	$ 600.00	Essay HS and MS Scholarships ($150 for the HS/MS First Place winners; $100 for 2nd place and $50 for 3rd place in the High School and Middle School categories)
Poetry Scholarships		$ 600.00	New category for 2027. Poetry HS and MS Scholarships $150 for the HS/MS first place winners; $100 for second place and $50 for 3rd place in the High School and Middle School Categories)
Visual/Photography Scholarships	$ 600.00	$ 600.00	Art HS and MS Scholarships $150 for HS/MS first place winners; $100 for 2nd place and $50 for 3rd place in the High School and Middle School categories
Elementary Art Gift Certificates	$ 250.00	$ 250.00	Elementary art gift certificates ($50 for each of the five winners)
Advertising	$ 66.30	$ 300.00	We would like to add advertising across the community to get word out - most specifically at the schools to encourage participation in our scholarship contests, bookmarks or another useful, meaningful gift for attendees
Comp tickets for student performers/volunteer meals	$ 590.00	$ 500.00	Students perform reading of "I Have a Dream Speech", choirs and jazz band to perform appropriate music, students volunteer as servers for service hours
Event Insurance	$ 200.00	$ 200.00	Grant Requirement
Total Expense	**$ 3,292.34**	**$ 4,650.00**	
Revenue			
Ticket Sales	$ 1,950.00	$ 2,500.00	Hope to achieve increased ticket sales with greater advertising
Donations	$ 70.00	$ 100.00	
Community Events Grant	$ 1,500.00		Request Grant for $2050
Total Revenue	**$ 3,520.00**	**$ 2,600.00**	

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Tracy Tabb

Title (If Applicable)
President/CEO

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Burbank Pride INC

Organization Address *
1021 Lamer St

City *
Burbank

State *
California

Zip Code *
91506

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Burbank Pride's Family Pride in the Park

Past Grant Type *

Community Events and Program Grant

Date Received *

Nov 12, 2025

Amount of Funds Received *

$ 5,000.00

Description of Organization. Please include the types of services the organization provides. *

Burbank Pride is a 501(c)(3) non-profit organization dedicated to celebrating and supporting Burbank's diverse LGBTQIA+ community. Their mission is to create uplifting, entertaining, educational, and safe events where all individuals are respected, valued, and affirmed, regardless of their sexual orientation, gender identity, or gender expression. Additionally, Burbank Pride provides resources to LGBTQIA+ individuals, their friends, allies, and families—born, found, and chosen. We currently provide an Annual Pride Event called Burbank Family Pride in the Park which features entertainment, educational resources, and community engagement with resource booths, vendor booths and entertainment.

Mission or Purpose of the Organization. *

Burbank Pride's mission is to create uplifting, entertaining, educational, and safe events for our diverse LGBTQIA+ community, where all people are respected, valued, and affirmed, inclusive of their sexual orientation, gender identity, and gender expression.
Burbank Pride will provide resources to the LGBTQIA+ community, their friends, allies, and families — born, found, and chosen.
We stand together ensuring the rights and well-being of the Burbank LGBTQIA+ Community. We do this by offering support, sharing information, raising awareness, and organizing engaging events. At our

Provide the Approximate Number of Burbank Residents Served. *

4000

Event/Program Name *

Burbank Pride's Family Pride in the Park

Amount of Funds Requested *

$ 10,000.00

Total Budget for Event/Program *

$ 28,250.00

Event/Program Duration *

Single Day

Start Date *

Sep 26, 2026

End Date *

Sep 26, 2026

Additional Date Details

This date is currently being held pending park availability confirmation. We are working closely with the City of Burbank to secure McCambridge Park as our preferred location, as it has proven to be an accessible and central space for community engagement.

Description of the Proposed Community Event/Program *

Burbank Pride Inc. is proud to continue the growth of our annual Family Pride in the Park, returning to McCambridge Park in 2026. This free, family friendly event brings together LGBTQIA plus individuals, families, and allies in a safe, inclusive, and welcoming environment in the heart of Burbank.

Building on the success of previous years, this event has continued to grow in both attendance and community participation. Returning to McCambridge Park allows us to reconnect with a central and familiar location that increases accessibility and visibility for Burbank residents.

The event will feature live entertainment, interactive activities, a dedicated Kids Zone, and a wide range of local resource booths representing nonprofits, businesses, and community organizations that support the LGBTQIA plus community. Through these offerings, attendees will not only celebrate together but also connect with valuable services, resources, and support systems within their own community.

Family Pride in the Park continues to evolve each year with expanded programming, deeper community partnerships, and increased engagement from local organizations. Our goal remains to create a space where all individuals feel seen, supported, and celebrated while strengthening community connection throughout Burbank.

Organizational Capacity

Question 1a *

Burbank Pride Inc. has demonstrated a strong and growing capacity to successfully execute community events, with Family Pride in the Park becoming a well established and highly attended annual event in Burbank. In recent years, the event has grown to serve over 4,000 attendees, with continued increases in participation and community engagement each year.

Our organization is supported by a dedicated team of board members, committee leads, and over 60 volunteers who bring experience in event planning, community organizing, and nonprofit operations. We have successfully coordinated large scale events that include entertainment, vendor and resource management, city coordination, and public engagement.

Our track record reflects consistent growth, strong community trust, and the ability to deliver meaningful, safe, and inclusive programming that resonates with Burbank residents.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Burbank Pride Inc. operates as a fiscally responsible 501 c 3 nonprofit with strong financial oversight and management practices. We prioritize transparency, careful budgeting, and responsible allocation of funds to ensure the success and sustainability of our programs.

Our ability to deliver successful events is further strengthened by our partnerships with local organizations, businesses, and community groups. These partnerships include collaborations with the Burbank Public Library, Providence St. Joseph Medical Center, local schools, nonprofits, and small businesses, all of which contribute to the depth and impact of our programming.

In addition, we leverage sponsorships, fundraising efforts, and in kind donations to support our events and maximize available resources. We have successfully executed this event across multiple years and locations, continuously improving operations, increasing attendance, and expanding community partnerships. These combined efforts allow us to remain financially stable while continuing to grow and expand our community impact.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Family Pride in the Park is designed as a free, inclusive, and accessible community event that celebrates LGBTQIA plus visibility while providing meaningful resources and engagement opportunities for Burbank residents.

Our goals are to promote inclusion and visibility for the LGBTQIA plus community, provide access to local resources and support services, create a safe and welcoming space for families, youth, and allies, and strengthen community connection through shared experiences.

Our approach includes live entertainment, community resource booths, family friendly programming, and partnerships with local organizations. By combining celebration with access to services, we ensure the event is both impactful and engaging.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

The organization ensures feasibility through early planning, strong partnerships, and a structured coordination process. With multiple years of experience producing this event, we have developed systems for managing logistics, vendor coordination, volunteer recruitment, and city requirements.

Planning begins several months in advance, allowing adequate time to secure permits, confirm partnerships, and finalize programming. Our established relationships with community partners and vendors contribute to a smoother planning process and reliable execution.

Through careful budgeting, volunteer support, and ongoing coordination with the City, we are confident in our ability to deliver the event successfully within the available resources and timeline.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

April and May
Secure event date and location, initiate permit applications, begin sponsorship outreach

June
Confirm key partners and vendors, begin community outreach and promotions

July
Finalize entertainment lineup, expand vendor and resource participation, recruit volunteers

August
Confirm logistics, equipment rentals, signage, and final permits, finalize event layout

Early September
Conduct final walkthrough with City staff and partners, confirm all participants and logistics

Event Day
Execute event operations, manage volunteers and vendors, ensure safety and engagement

Post Event
Collect feedback, evaluate success, and prepare reporting

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Family Pride in the Park addresses a critical and growing need in the Burbank community for safe, inclusive, and visible spaces where LGBTQIA plus individuals, families, and allies can gather, connect, and feel a true sense of belonging, with a strong percentage of attendees being Burbank residents.

While Burbank is a diverse and vibrant city, there remains a need for accessible, family friendly events that center inclusion and provide affirming environments for LGBTQIA plus residents, particularly youth and families who may otherwise feel isolated or underrepresented. This event directly responds to that need by creating a welcoming space where individuals can be seen, supported, and celebrated within their own community.

Through our most recent event, we saw firsthand the impact of this work. Attendees shared heartfelt feedback expressing how meaningful it was to have a space in Burbank where they felt safe, accepted, and able to be themselves. Many specifically highlighted the importance of having access to local resources, including mental health support and community organizations such as the Burbank Student Mental Health Board, which helped individuals feel supported and less alone.

By bringing together local nonprofits, businesses, and community partners, the event not only fosters connection but also provides direct access to services that support wellness, identity, and community integration. This combination of celebration and resource accessibility helps reduce isolation, promote mental well being, and strengthen community ties.

Family Pride in the Park continues to grow as a meaningful and necessary event that reflects and supports the evolving needs of the Burbank community, reinforcing a culture of inclusion, understanding, and belonging for all residents.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

Family Pride in the Park creates a meaningful and lasting positive impact for both Burbank residents and visitors by offering a free, inclusive, and family friendly event centered on connection, visibility, and support.

The event brings together a wide range of local nonprofits, businesses, and community organizations, providing attendees with direct access to valuable resources such as mental health support, affirming services, and community programs. By centralizing these resources in one accessible and welcoming space, the event helps individuals and families more easily navigate support systems that may otherwise feel difficult to find or access.

In addition to resource access, the event fosters a strong sense of belonging and community pride. Attendees are given the opportunity to connect with others, celebrate openly, and experience a positive and affirming environment within their own city. This has a particularly important impact on LGBTQIA plus youth and families, who benefit from seeing visible support and representation in a public, community centered setting.

Family Pride in the Park fills an important gap in Burbank by providing one of the few large scale, inclusive, and publicly accessible events specifically designed to celebrate and support the LGBTQIA plus community and its allies. By creating this space, the event helps reduce isolation, promote mental wellness, and strengthen community relationships.

The event also supports local engagement by highlighting Burbank based businesses, nonprofits, and service providers, encouraging continued collaboration and connection beyond the event itself.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

Grant funds will be allocated toward essential event costs that ensure Family Pride in the Park is safe, compliant, and accessible to the public. Priority funding areas include venue and permit fees, public safety requirements, and core infrastructure necessary to host a large scale community event.

Based on our 2026 projected budget of approximately 28,250 dollars, major cost categories include venue and permits, entertainment and production, kids zone programming, marketing and outreach, and general operations.

Grant funds will primarily support venue, permit, and safety related expenses, which are the most critical and highest cost components of the event.

Burbank Pride Inc. has demonstrated strong financial stewardship in prior years, successfully managing a significantly higher projected budget while reducing actual expenses through in kind donations, partnerships, and cost saving measures. This experience has allowed us to refine our current budget to be more efficient and realistic while maintaining a high quality event experience.

As the event continues to grow in both size and community impact, we are requesting 10,000 dollars in grant funding to support critical infrastructure, safety, and accessibility costs. This funding directly ensures the event can remain free and accessible while safely serving thousands of Burbank residents.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If we are not awarded the full amount requested, the primary impact would be on the scale and enhancements of the event rather than its core purpose.

Our top priority will remain securing the venue, permits, and safety requirements necessary to host the event. These foundational elements will be preserved to ensure the event can take place safely and successfully.

To address any funding gaps, Burbank Pride Inc. will increase fundraising efforts, secure additional sponsorships, and seek in kind donations from local partners and businesses. We may also adjust non essential elements such as expanded entertainment or additional enhancements while maintaining the integrity and purpose of the event.

Our organization has demonstrated the ability to operate within budget constraints while still delivering a meaningful and impactful event, and we are confident in our ability to adapt while continuing to serve the Burbank community.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

BURBANK PRIDE - Family Pride in the Park 2026 EVENT BUDGET

Projected Subtotal to Date:	**$**	**28,250.00**
Actual Subtotal to Date:	**$**	**-**

Categories	$ Estimated	$ Actual	$ Difference
Expenes: Venue			
Location Rental/Permits	$ 5,000.00		
City Permits	$ 150.00		
Temp No Parking	$ 500.00		
Snacks & drinks for Volunteers & Staff	$ 500.00		
Walkie Talkies	$ 150.00		
First Aid Supplies & Nurse	$ 150.00		
PhotoBooth	$ 500.00		
Porta Potties	$ 1,200.00		
Police	$ 3,000.00		
Security	$ 4,000.00		
Insurance	$ 1,000.00		
Legal	$ 900.00		
Other	$ 150.00		
Subtotal	**$ 17,200.00**	**$ -**	**$ -**
Expenses: Entertainment			
Music/DJ	$ 300.00		
Performers	$ 500.00		
Tent, Chairs, Tables	$ 300.00		
Snacks & Drinks for Entertainers	$ 300.00		
Lighting Equiptment/Stage	$ 2,000.00		
Sound Equiptment	$ 500.00		
Other			
Subtotal	**$ 3,900.00**	**$ -**	**$ -**
Expenses: Kids Zone			
Bouncy Houses	$ 700.00		
Generators	$ 100.00		
Tent, Chairs, Tables	$ 100.00		
Giveaways/Supplies	$ 100.00	$ -	
Other			

Subtotal	**$ 1,000.00**	**$ -**	**$ -**
Expenses: Catering			
Food & Beverages	$ 500.00		
Other			
Subtotal	**$ 500.00**	**$ -**	**$ -**
Expenses: Promotion/Marketing/Advertising/Etc)			
Apparel Merchandise	$ 1,000.00		
Additional Promo	$ 250.00		
Social Media Ads/Website	$ 500.00		
Email Adv	$ 150.00		
Step N Repeats	$ 200.00		
Printed Material/Subs	$ 800.00		
Banners	$ 500.00		
Badges & Staff Shirts	$ 200.00		
Banner Permit	$ 250.00		
Other	$ 300.00		
Subtotal	**$ 4,150.00**	**$ -**	**$ -**
Expenses: Miscellaneous			
Photographer/Videographer	$ 350.00		
Swag	$ 500.00		
Giveaways/Contests	$ 200.00		
Office Exp	$ 450.00		
other			
Subtotal	**$ 1,500.00**	**$ -**	**$ -**
Grand Total	**$ 28,250.00**	**$ -**	**$ -**

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *: Robin Hanna

Title (If Applicable): Treasurer

Phone *: [redacted]

Email *: [redacted]

Organization's Information

Organization Name *: Burbank Tournament of Roses

Organization Address *: 937 Cambridge Dr

City *: Burbank

State *: California

Zip Code *: 91504

Has the organization received funding from the City of Burbank in the past? *: Yes

Project Title *: Rose Float

Past Grant Type *

Other

Other Grant Type *

BWP

Date Received *

Dec 1, 2025

Amount of Funds Received *

$ 27,300.00

Description of Organization. Please include the types of services the organization provides. *

The primary purpose of Burbank Tournament of Roses Association is to represent the City of Burbank in sponsoring planning, designing, building, decorating, and entering a float in the annual Pasadena Tournament of Roses Parade to provide educational opportunities and cultural understanding via an event participated in by members of the local and world-wide communities.

Mission or Purpose of the Organization. *

All phases of the organization's purpose begin with an open design idea contest. Plans, schematics, actual construction and all decoration of the float are done entirely by volunteers regardless of sex, ethnic background, religious preference or race. (The minimum age is 7.) Educational opportunities are provided in these processes through formal and informal training. Each person is instructed in the proper size, type and use of tools and equipment including safe handling and protective gear. Instruction continues in the decoration phase. Each person is taught material preparation, types of glue and safe handling of same, and proper application of glue and materials. Safety in the workplace is stressed. Throughout the entire learning process, volunteers are encouraged to develop problem solving techniques and time management. Many volunteers move into supervisory positions as their management skills develop.

Among the volunteers are students earning community service hours, and youth groups who earn merit badges from their organization. Approximately 1,500 to 2,000 persons from youth groups, school organizations, church groups, senior groups as well as families and individuals participate. World-wide communities experience the result of community effort in viewing the annual broadcast of the Pasadena Tournament of Roses Parade.

Provide the Approximate Number of Burbank Residents Served. *

2000

Event/Program Name *

Decoration: Seeds and Flowers

Amount of Funds Requested *

$ 8,000.00

Total Budget for Event/Program *

$ 44,000.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 1, 2026

End Date *

Jan 9, 2027

Additional Date Details

Work at the float site is Wednesday and Saturday year round. In December, days are added to complete the float for parade day on January 1.

Description of the Proposed Community Event/Program *

We build a float for the Pasadena Rose Parade. Construction includes working with wood, welding steel, installing hydraulics for animation, mounting sound speakers, cocooning and painting. Decoration includes preparation of various dry flowers, leaves, fruits, vegetables, bark, etc. throughout the year. The fresh flowers and leaves are applied the end of December.

Organizational Capacity

Question 1a *

The organization has been building a float for over 90 years. Through the years, we have incorporated new technology into the float such as cameras, sound system and hydraulics. We have lead people to train and educate new participants. Some of our senior members have 30 to 40 years' experience.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

The board of directors meet once a month to discuss relevant topics. We set up a budget in April based on what is needed for the float we are building. Some floats use more steel while others use more wood.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Educational opportunities are provided in these processes through formal and informal training. Each person is instructed in the proper size, type and use of tools and equipment including safe handling and protective gear. Instruction continues in the decoration phase. Each person is taught

material preparation, types of glue and safe handling of same, and proper application of glue and materials. Safety in the workplace is stressed. Throughout the entire learning process, volunteers are encouraged to develop problem solving techniques and time management. Many volunteers move into supervisory positions as their management skills develop.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

We have a timeline set for each phase of the project. Dates are set for Pasadena Tournament inspections to make sure the float is safe to go down Colorado Boulevard and January 1st.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

We have a calendar on our website that outlines all activities whether it be fundraising or float progress inspections. Our website is www.burbankrosefloat.com. Click on calendar.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Among the volunteers are students earning community service hours, and youth groups who earn merit badges from their organization. Approximately 1,500 to 2,000 persons from youth groups, school organizations, church groups, senior groups as well as families and individuals participate.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

World-wide communities experience the result of community effort in viewing the annual broadcast of the Pasadena Tournament of Roses Parade.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The funds are to be used to supplement the $44,000 floral budget.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

We would need to reduce the quality and quantity of the floral materials used.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

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☑ I agree

Burbank Tournament of Roses Association
Corp Number 0236950
EIN 95-6107729

2026 Budget

Banquet	$ 1,700
Burbank Chamber of Commerce	290
Insurance	6,400
Ways and Means	5,000
Administration	2,900
Printing and Postage	1,150
Promotion	400
Taxes, Permits and Fees	130
Phone and Internet	2,020
Construction	29,220
Decoration	46,450
Pasadena Tournament Entrance Fee	5,000
Other Float Expenses	3,390
Break Area	1,900
Site and Safety	4,050
	$ 110,000

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *: Ella Shahbazian

Title (If Applicable): Founder

Phone *: [redacted]

Email *: [redacted]

Organization's Information

Organization Name *: Ellas Angels Foundation

Organization Address *: 1317 N San Fernando Blvd

City *: Burbank

State *: California

Zip Code *: 91504

Has the organization received funding from the City of Burbank in the past? *

No

Description of Organization. Please include the types of services the organization provides. *

Ella's Angels is a youth led nonprofit organization founded by student leader Ella Shahbazian that focuses on community service, youth leadership, and supporting families in need. The organization organizes charitable initiatives including meal drives, scholarship programs, clothing and toy donations,

and community volunteer events.
Through Ella's Angels, students and volunteers work together to serve local communities by providing resources and acts of kindness that directly support families, seniors, and veterans. The organization has organized large scale community programs including a Thanksgiving meal program that provided hundreds of meals to families in need, a Valentines for Veterans event honoring military veterans, and ongoing scholarship initiatives supporting students from under resourced schools.
Ella's Angels focuses on building a culture of compassion among young people while delivering real community support through volunteer driven service projects.

Mission or Purpose of the Organization. *

The mission of Ella's Angels is to inspire young people to lead with kindness, service, and community responsibility while providing meaningful support to families, students, veterans, and individuals in need.
Through community driven programs such as meal drives, scholarships, and volunteer service initiatives, Ella's Angels works to strengthen communities and encourage youth leadership rooted in compassion and action. The organization believes that even small acts of kindness can create powerful ripple effects that bring people together and improve lives.

Provide the Approximate Number of Burbank Residents Served. *

500

Event/Program Name *

Ella's Angels Burbank Thanksgiving Community Meal Prog

Ella's Angels Burbank Thanksgiving Community Meal Program

Amount of Funds Requested *

$ 3,000.00

Total Budget for Event/Program *

$ 6,000.00

Event/Program Duration *

Single Day

Start Date *

Nov 24, 2026

End Date *

Nov 24, 2026

Additional Date Details

Planning for the Ella's Angels Burbank Thanksgiving Community Meal Program will begin several weeks prior to the event with volunteer recruitment, community outreach, and coordination with local partners and food suppliers. The meal distribution event will take place on November 24, 2026, two days before Thanksgiving, allowing families sufficient time to safely thaw frozen turkeys and prepare a traditional Thanksgiving meal at home. Volunteers will assist with meal kit assembly, distribution logistics, and community engagement during the event.

Description of the Proposed Community Event/Program *

The Ella's Angels Burbank Thanksgiving Community Meal Program will provide Thanksgiving meal kits to families and individuals in need within the Burbank community. Each meal kit will include a frozen turkey along with traditional Thanksgiving ingredients such as stuffing, vegetables, potatoes, and other holiday items so families can prepare a full Thanksgiving dinner at home.
This program builds upon the successful Thanksgiving meal distribution organized by Ella's Angels in November 2025 in Long Beach, California, where volunteers distributed hundreds of Thanksgiving meals to families in need. The initiative received recognition from Rex Richardson for its contribution to supporting local families and strengthening community connections.

Ella's Angels has also organized additional community service programs including the February 2026

Valentines for Veterans event in Glendale, which honored local military veterans and received recognition from the Mayor of Glendale for its impact on the community.

Ella's Angels was founded by student leader Ella Shahbazian, a Congressional Award Silver Certificate recipient and published author who created the organization to inspire young people to lead with kindness and service. Through Ella's leadership the organization has mobilized volunteers, organized community initiatives, and supported families, students, and veterans through service driven programs.

The Burbank Thanksgiving program will engage student volunteers and community members who will help assemble and distribute the meal kits. The event is expected to serve approximately 500 residents in Burbank, supporting families experiencing financial hardship while also encouraging youth leadership and volunteerism.

Beyond providing meals, the program helps bring people together during the holiday season. Volunteers, students, and community members will work side by side to support neighbors who may be struggling, while making sure families in Burbank have the opportunity to celebrate Thanksgiving with dignity and a warm meal at home.

Organizational Capacity

Question 1a *

Ella's Angels has successfully organized several community service initiatives that demonstrate the organization's ability to plan and carry out meaningful events. In November 2025, Ella's Angels organized a Thanksgiving meal distribution in Long Beach where hundreds of meals were provided to families in need. The event brought together volunteers, community supporters, and local partners to assemble and distribute Thanksgiving meal kits that allowed families to celebrate the holiday with a full meal. The initiative received recognition from Rex Richardson for its positive impact on the community.
In February 2026, Ella's Angels also organized the Valentines for Veterans event in Glendale, where volunteers created and delivered Valentine cards and care packages to honor military veterans. That event received recognition from the Mayor of Glendale for its contribution to supporting local veterans.
Ella's Angels was founded by student leader Ella Shahbazian, a Congressional Award Silver Certificate recipient and published author who created the organization to inspire young people to serve their communities. Today the organization has a growing network of 42 committed local volunteers who support its programs and events. Through this volunteer base and strong community engagement, Ella's Angels has demonstrated the ability to organize and execute community programs that support families, students, and veterans. These experiences show that the organization has the leadership and volunteer capacity needed to successfully deliver the Burbank Thanksgiving Community Meal Program.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Ella's Angels operates through a combination of volunteer support, community partnerships, and responsible financial management. Programs are funded through donations, sponsorships, and community contributions that help provide food, supplies, and volunteer support. This approach allows the organization to stretch resources and serve more families.
The organization currently has 42 committed volunteers who assist with planning, outreach, meal preparation, and event day operations. This volunteer base allows Ella's Angels to coordinate large community service projects while keeping operational costs low and directing the majority of resources toward helping families.
Ella's Angels has demonstrated the ability to raise community support for its programs. The 2025 Long Beach Thanksgiving event raised $12,700 in donations, while the Valentines for Veterans initiative raised $480 in community donations. The organization has also received $2,000 in scholarship donations and collected more than 1,000 toys for a holiday toy drive serving children and families in need.
These efforts show that the community is willing to support the organization's mission and that Ella's Angels has the capacity to responsibly manage donations and organize impactful programs. Through strong volunteer engagement, careful planning, and community partnerships, Ella's Angels

is well positioned to successfully deliver the Burbank Thanksgiving Community Meal Program and serve families who need support during the holiday season.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The goal of the Ella's Angels Burbank Thanksgiving Community Meal Program is simple. We want to make sure families in the community are able to sit down and enjoy a Thanksgiving meal together, even during a time when food prices and everyday expenses continue to rise. For many families the holiday season brings additional financial pressure, and the cost of a traditional Thanksgiving meal can be difficult to manage while trying to cover rent, utilities, and other necessities.
This program will provide complete Thanksgiving meal kits that include a frozen turkey and traditional ingredients so families can prepare a full holiday dinner at home. Volunteers will work together to assemble and distribute the meal kits to residents in the community. The goal for the 2026 Burbank event is to serve approximately 500 residents, helping ensure that families who may be struggling financially are still able to celebrate the holiday with dignity.
The program builds on the success of the Thanksgiving meal distribution organized by Ella's Angels in Long Beach in November 2025. That event showed how meaningful a holiday meal can be for families who are working hard but facing rising costs. The gratitude from families who received meals made it clear that programs like this make a real difference.
Ella's Angels plans for this to become an annual community tradition in Burbank, with the long term goal of expanding the program and serving up to 1,000 families by 2027 as the volunteer base and community support continue to grow.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

Ella's Angels has already demonstrated the ability to organize similar community programs successfully. The Thanksgiving meal distribution in Long Beach in 2025 showed that the organization can coordinate volunteers, manage donations, and distribute meals efficiently to families who need them.
The organization currently has 42 committed volunteers who assist with outreach, planning, food sourcing, meal kit assembly, and distribution. This volunteer network allows Ella's Angels to carry out large service projects while keeping costs manageable.
The program will also benefit from community donations and partnerships that help provide food items, supplies, and additional support. Previous fundraising efforts have shown strong community backing, including $12,700 raised for the Long Beach Thanksgiving event, along with other donations that have supported scholarships, veteran initiatives, and holiday toy drives.
Because the event is a one day distribution with planning that takes place in advance, the timeline is very manageable. The organization will spend the months leading up to Thanksgiving coordinating volunteers, sourcing food items, and confirming logistics so that the event can run smoothly and efficiently on the day of distribution.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.
Planning for the Burbank Thanksgiving Community Meal Program will begin several months before the event. During the summer and early fall, Ella's Angels will coordinate volunteers, begin outreach to community supporters, and secure food donations and funding for the program.
In the weeks leading up to Thanksgiving, volunteers will finalize the number of meal kits, purchase or collect food items, and organize the assembly process. Meal kits will include a frozen turkey and the ingredients needed for a traditional Thanksgiving meal.
In the days before the event, volunteers will gather to assemble the meal kits and prepare them for distribution. On the day of the event, volunteers will manage check in, organize meal distribution,

and assist families picking up their Thanksgiving meal kits.
Following the event, Ella's Angels will review the program, document the number of families served, and share updates with supporters and community partners. This process will also help the organization continue improving the program as it grows into an annual event serving even more families in the future.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

How does the event/program address the specific needs of the Burbank community?
The Ella's Angels Burbank Thanksgiving Community Meal Program addresses a very real need faced by many families during the holiday season. While Burbank is a strong and vibrant community, many residents still face rising living costs including rent, groceries, utilities, and transportation. During the holidays those expenses often increase, and the cost of preparing a traditional Thanksgiving meal can become difficult for families who are already managing tight budgets. This program helps relieve some of that pressure by providing complete Thanksgiving meal kits that include a frozen turkey and traditional ingredients so families can prepare a full holiday dinner at home. By helping families with this important meal, the program allows them to focus on spending time together rather than worrying about the financial burden of the holiday.
The program will directly serve approximately 500 residents in Burbank, ensuring that families, seniors, and individuals who may be struggling financially still have the opportunity to celebrate Thanksgiving with dignity. In addition to helping families, the event also brings local volunteers together and strengthens community connections through service.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.
The Burbank Thanksgiving Community Meal Program will create a direct and meaningful impact for local families during a time of year when financial pressure can be especially high. By providing meal kits that allow families to cook a traditional Thanksgiving dinner at home, the program helps ensure that residents are able to experience the holiday in a way that feels normal and meaningful. Many community food programs focus on ongoing food distribution throughout the year, but there are fewer programs specifically focused on helping families celebrate holidays when food costs are higher and emotional stress can also increase. This event helps fill that gap by focusing on Thanksgiving, a holiday centered around sharing a meal together.
The program also strengthens the sense of community in Burbank. Local volunteers will come together to assemble and distribute meal kits, creating an opportunity for residents to support one another. Families receiving meals often express deep gratitude because the support arrives at a time when it matters most.
Ella's Angels plans to make this event an annual community tradition in Burbank, with the goal of serving 500 residents in 2026 and expanding to reach as many as 1,000 families in 2027 as community support and volunteer participation continue to grow.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The requested grant funds will be used directly to support the Ella's Angels Burbank Thanksgiving Community Meal Program and ensure that families in the community are able to receive a complete Thanksgiving meal kit. The majority of the funding will go toward purchasing frozen turkeys and traditional holiday meal ingredients that will allow families to prepare a full

Thanksgiving dinner at home.
Funds will also support essential program expenses such as food packaging supplies, distribution materials, transportation of food items, and basic event logistics needed to organize and distribute meal kits efficiently. These resources help ensure that volunteers are able to assemble and distribute meals safely and effectively.
The goal of the program is to provide Thanksgiving meal kits to approximately 500 residents in Burbank, helping families who may be facing increased financial pressure during the holiday season due to rising food and living costs.
Ella's Angels is committed to responsible financial oversight. The organization maintains clear financial records and budget tracking, and a Certified Public Accountant serves on the organization's board to help oversee financial practices and ensure transparency, accountability, and proper stewardship of funds.
By combining grant funding with volunteer support and community donations, Ella's Angels is able to maximize the impact of every dollar and ensure that the resources go directly toward serving families in need.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the full amount of funding is not awarded, Ella's Angels will continue moving forward with the Thanksgiving Community Meal Program while adjusting the program budget as needed. The organization has demonstrated the ability to raise additional support through community donations, partnerships, and local fundraising efforts.
For example, previous initiatives organized by Ella's Angels have successfully raised funds and donations from community supporters, including $12,700 raised for the Long Beach Thanksgiving meal program, along with additional contributions supporting scholarships, toy drives, and other service initiatives.
If needed, the organization will supplement funding through additional community fundraising, donor outreach, and in kind donations such as food contributions from local businesses or community partners. Volunteers also play a significant role in helping reduce operating costs, allowing more of the available funds to go directly toward purchasing food for families.
If funding limitations require adjustments, the organization would modify the number of meal kits distributed while maintaining the overall quality and purpose of the program. However, the goal remains to serve as many families as possible and continue building this program into an annual community tradition in Burbank.

https://ellasangels.org, https://ellashahbazian.com

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Friday, April 3, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Ella's Angels Thanksgiving Meal Program – 2026
Proposed Budget – Serving 500 Burbank Families

Expense Category	Description	Amount
Food Purchases	Turkeys and essential Thanksgiving meal ingredients for family meal packages	$4,200
Packaging & Meal Distribution Supplies	Meal containers, boxes, gloves, trays, and packaging materials	$650
Volunteer Support & Event Logistics	Water, snacks, signage, and supplies for volunteer teams	$450
Transportation & Pickup Costs	Fuel and transportation for food pickup and delivery	$400
Outreach & Community Awareness	Flyers and digital outreach to inform Burbank families	$300
Total Project Budget		**$6,000**

Program Impact

The Ella's Angels Thanksgiving Meal Program will provide complete Thanksgiving meals to approximately **500 families in the Burbank community** who may otherwise struggle to afford a traditional holiday meal. Through the support of **more than 40 committed volunteers and community partners**, Ella's Angels will organize food collection, meal preparation, and meal distribution to ensure families receive a meaningful holiday meal during the holiday season.

This program builds on Ella's Angels' previous community initiatives, including holiday meal support, toy drives, and community service projects that have benefited hundreds of families across Southern California. By working with volunteers, local donors, and community partners, the organization can maximize every dollar of funding to reach families who need assistance during the holidays.

Ella's Angels plans to make this Thanksgiving program an **annual community tradition**, with the goal of expanding the effort to serve **1,000 families in the coming years** as additional community partnerships and support continue to grow.

Community Support and Organizational Capacity

Ella's Angels is a youth-led nonprofit founded by student leader **Ella Shahbazian**, whose community work has mobilized volunteers and local donors to support families, children, and veterans through service projects and community initiatives. The organization operates with strong volunteer support and community partnerships that allow programs to reach a large number of families while maintaining a modest operating budget.

Prepared for the City of Burbank Community Grant Program – 2026

Ella's Angels
Burbank, California

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Jennifer Tripet

Title (If Applicable)

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Family Growth and Wellness Center

Organization Address *
2329 N. Lincoln St. Unit D

City *
Burbank

State *
California

Zip Code *
91505

Has the organization received funding from the City of Burbank in the past? *
No

Description of Organization. Please include the types of services the organization provides. *

The Family Growth & Wellness Center (FG&WC) is a newly established 501(c)(3) nonprofit public benefit corporation based in Burbank, California. While newly incorporated, our organization is built upon several years of direct-service excellence through Jennifer Tripet's Owl's Nest Childcare, a respected

boutique program in Burbank known for its high-quality, Montessori-inspired approach to early childhood development. FG&WC was created to scale this impact, evolving from a private childcare model into a comprehensive community resource hub dedicated to strengthening local families.

Our core services and planned activities include:
-Montessoi-Inspired Early Education: Providing high-quality care for children from infancy to 6 years, with a focus on holistic development and school readiness.
-Community Resource & Tech Hub: Offering free public access to a computer lab and internet for job searches, benefit applications (e.g., SNAP, childcare subsidies, regional center), and essential communication.
-Family Empowerment Workshops: Hosting educational seminars focused on parenting skills, financial literacy, and family budgeting to build long-term economic resilience.
-Holistic Wellness Support: Providing mindfulness groups, emotional wellness workshops, and stress reduction activities to address the mental health needs of caregivers and children.
-Workforce Development: Implementing a specialized training and mentorship program for transition-age foster youth to prepare them for careers pertaining to education, social services, and beyond.

To ensure our families receive seamless, "whole-person" support, a primary strategic goal for 2026-2027 is the formalization of vendor and referral partnerships with Child Care Resource Center (CCRC) and the North Los Angeles County Regional Center. By acting as a central access point for these vital Burbank and LA County agencies, FG&WC addresses existing gaps in service and ensures that all families– regardless of income– can navigate the pathways to developmental and financial stability.

Mission or Purpose of the Organization. *

Our mission is to be a guiding light in the darkness, to illuminate a path from struggle to strength for Burbank families by providing high-quality Montessori-based education, compassionate mental health care, and direct community support. We are dedicated to nurturing lifelong well-being and helping families thrive through every developmental stage.

Our vision is a community empowered by holistic wellness and strong social infrastructure. We aim to be a primary hub for Burbank families, inspiring healthier, brighter futures by strengthening bonds and providing specialized educational resources.

Provide the Approximate Number of Burbank Residents Served. *

25

Event/Program Name *

Family Growth & Wellness Center Presents: Parenting Chi

Family Growth and Wellness Center - Parenting Children with ADHD - A 6-Week Intensive Workshop

Amount of Funds Requested *

$ 3,000.00

Total Budget for Event/Program *

$ 6,350.00

Event/Program Duration *

Multiple Days

Start Date *

Apr 1, 2027

End Date *

May 6, 2027

Additional Date Details

Classes will be held on Thursday evenings, from 6:00 to 7:30 pm, for six consecutive weeks.

Description of the Proposed Community Event/Program *

The Family Growth & Wellness Center will host a 6-week intensive workshop designed to provide Burbank parents with evidence-based strategies for managing the unique challenges of raising children with ADHD and neurodivergent profiles. Facilitated by Meredith O'Brien Canaan—a Licensed and Certified Sanity School® Trainer and Program Delivery Manager for the Bright & Quirky IdeaLab—this program transitions parents from a state of "crisis management" to "calm, confident leadership." The program consists of 90-minute sessions, each running once a week over a six-week period via a secure Zoom platform. Attendance is capped at 25 participants to ensure an intimate, high-impact learning environment.

The curriculum focuses on:
A) Behavioral Intervention: Understanding the neurobiology of ADHD to reduce power struggles and improve compliance.
B) Executive Function Support: Tools to help children manage organization, time, and emotional regulation.
C) Caregiver Resilience: Proven stress-management techniques to prevent parental burnout and strengthen the family bond.

To ensure this program is accessible to the entire community, FG&WC is offering enrollment on a heavily subsidized sliding scale of $25 per individual or $30 per family. This ensures that high-level, professional coaching – typically reserved for private clients – is available to all Burbank residents regardless of income.

Organizational Capacity

Question 1a *

The Family Growth & Wellness Center (FG&WC) is governed by a Board of Directors that combines deep community trust with high-level professional oversight in finance, education, and strategic research.

Jennifer Tripet (President): A Child Development Specialist with 30 years of teaching experience and the founder of Owl's Nest Childcare in Burbank. Her decade of local service provides the pedagogical foundation and community trust necessary for program success.

Shannon Barber, CIA, CAMS (Treasurer/CFO): A Senior Audit Manager at Bank of America with 20+ years of experience in risk management and policy enablement. As a Certified Internal Auditor, she ensures FG&WC maintains the highest standards of fiscal accountability and municipal grant stewardship.

Diane Quigley (Secretary): Holds a BA in English and Psychology from Rutgers University. A business owner with 30 years of experience, she brings a deep understanding of family transitions and holistic wellness to our administrative oversight.

Anastasia Gambino (Grant Director): A screenwriter and director specializing in mission-driven narratives. With a background in mathematics and statistics, she performed statistical research for the DTLA Business Improvement District (BID) and maintained a long-term internship with a New York State Assemblywoman. She oversees the Center's strategic research and grant-writing initiatives.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

The Family Growth & Wellness Center (FG&WC) maintains high standards of accountability through rigorous management practices and defined board oversight. As a newly established 501(c)(3), FG&WC is currently in its initial phase of financial maturation. Our stability is supported by a lean operational model where 100% of initial grant funding is dedicated to direct community programming. We leverage the established community trust of Owl's Nest Childcare to anchor our outreach, while our Treasurer ensures that all accounting practices meet the rigorous standards outlined in our formal Conflict of Interest Policy and By-Laws.

To maximize our impact, a primary strategic goal for the 2026-2027 fiscal year is to formalize vendor and referral partnerships with the Child Care Resource Center (CCRC) and the North Los Angeles County Regional Center. By establishing these professional pathways, we will ensure that our families have direct, facilitated access to essential developmental and financial resources. These upcoming collaborations, combined with our professional board expertise in risk management, statistical research, psychology, and Montessori-inspired education, provide a stable foundation for delivering measurable, high-quality community programming. Specifically, having a Certified Internal Auditor overseeing our treasury and a statistical researcher managing our impact metrics allows us to guarantee the fiscal integrity and data-driven success of every event we host.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The Family Growth & Wellness Center will present "Parenting Children with ADHD - a 6-Week Intensive Workshop," a comprehensive behavioral training program specifically designed for families navigating ADHD and neurodiversity. The methodology is rooted in the "Coach-Approach" to parenting, which moves away from traditional discipline and toward collaborative problem-solving.

Under the guidance of licensed trainer Meredith O'Brien Canaan, the program utilizes a structured, six-module curriculum that includes:
Lesson 1: The Coach Approach
Lesson 2: Activating the Brain
Lesson 3: Parenting Positively
Lesson 4: Shifting Expectations
Lesson 5: Effective Use of Systems & Structures
Lesson 6: Using the Impact Model in Real Life

Our approach to achievement combines professional instruction with peer-to-peer support to ensure long-term retention. By delivering the program in a 6-week "intensive" cohort, we provide parents with a consistent, supportive environment to practice new skills in real-time. The use of a secure Zoom platform ensures the program is accessible to working parents and those with childcare barriers, directly supporting our mission of community inclusivity.

The primary goal is for at least 80% of participants to report a measurable increase in parenting confidence and a decrease in household stress, as tracked through pre- and post-workshop surveys. By providing these specific tools, FG&WC addresses a critical gap in local social services and fosters long-term stability for Burbank's neuro-divergent community.

We aim to serve 25 families during the 2026-2027 grant cycle, providing high-level specialized coaching that is typically cost-prohibitive.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

The Family Growth & Wellness Center (FG&WC) ensures project feasibility by partnering with Meredith O'Brien Canaan, a Licensed and Certified Sanity School Trainer with over 18 years of experience in program delivery and leadership coaching. By utilizing an established, evidence-based curriculum, we eliminate the "development phase" typically required for new programs, allowing us to move immediately into the marketing and delivery phases. Our budget allocates $3,000 for facilitator fees, ensuring we have secured the highest level of professional expertise to meet our goals.

Our Board of Directors—composed of volunteers with backgrounds in statistics, infrastructure research, and social media strategy—will provide the administrative scaffolding necessary to manage enrollment, technology, and reporting. By hosting the workshops via Zoom, we remove the logistical complexities and costs associated with physical venue management, ensuring 100% of the program's focus remains on content delivery and parent support.

The project is strictly mapped across a two-month delivery window (April 1, 2027 - May 6, 2027), providing ample time for a 6-week intensive cohort while remaining well within the City's July 1, 2026 – June 30, 2027 grant period. FG&WC has already identified the digital infrastructure needed for sign-ups and marketing, ensuring that we hit our recruitment milestones on schedule.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

This work plan is designed to be fully executed within the 2026-2027 Grant Year, allowing for significant lead time for marketing and infrastructure development before the intensive sessions begin in the spring of 2027.

Phase 1: Outreach and Infrastructure (December 2026 - March 2027)
December: Finalize the formal partnership agreement with Meredith Canaan.
January: Social Media Director, Romik Hacobian launches a targeted Burbank awareness campaign; Treasurer/CFO, Shannon Barber, integrates the automated sign-up and secure payment portal on the FG&WC website.
February/March: Open enrollment for the cohort; provide digital orientation materials to registered families, including pre-workshop survey/questionnaire.
Deliverable: Confirmed enrollment for 25 greater Burbank parents.

Phase 2: Program Delivery - (April 1 - May 6, 2027)
April 1: Launch the 6-week intensive 90-minute Zoom series.
April: Ongoing weekly modules
May 6: Final class; distribute post-workshop surveys to measure 80% confidence goal.

Phase 3: Impact Analysis and City Reporting (May 7 - June 30, 2027)
May: Treasurer/CFO and Secretary/CIO compile all "Proof of Expenditure" documentation and attendance records.
Final Deliverable: Submission of the "Impact Report" to the Burbank City Manager's Office, documenting the social ROI and measurable outcomes of the grant funds.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The Family Growth & Wellness Center (FG&WC) addresses a critical gap in specialized neurodiversity support for Burbank families. While over 60% of Los Angeles County is classified as a "childcare desert," families with neurodivergent children face an even steeper barrier: the high cost of specialized behavioral intervention. In the Los Angeles market, private ADHD parent coaching typically ranges from $150 to $450 per hour, with specialized intake assessments costing upwards of $875. These "market-rate" prices effectively gatekeep essential support, making it accessible only to high-income households.

By offering our 6-Week Intensive Workshop for parents with neurodivergent children at a deeply subsidized rate of $25 per individual or $30 per family, FG&WC is delivering a service at roughly 10% of the standard market cost. This provides 25 greater Burbank families with direct access to a licensed trainer and evidence-based tools that would otherwise be financially out of reach. Our program ensures that high-quality neurodiversity support is a community-wide resource rather than a luxury.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

This program addresses a significant gap between high-cost private therapy and general purpose parenting classes that often lack the neurobiological depth required for ADHD management. The positive impact is two-fold. By providing evidence-based strategies to 25 families, we move caregivers from "crisis management" to "calm leadership," which is proven to improve child development outcomes and reduce household stress. By utilizing a secure Zoom platform and a sliding-scale fee ($25-30), we remove the travel and financial barriers that typically exclude under-served residents from high-level coaching. This "middle-tier" support stabilizes families who do not yet qualify for crisis intervention but cannot afford private consultants, thereby fostering long-term community wellness.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

FG&WC is requesting $3,000 to be used exclusively as a 100% subsidy for the Facilitator Fees of Meredith O'Brien Canaan. As reflected in our $6,350 total project budget, the grant funds would cover the most critical program expense, allowing our organization to offer the workshop at a nominal rate to the public. All other costs, including the $3,000 digital marketing campaign and administrative overhead, will be fully funded by FG&WC through our $3,350 organizational match.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the Family Growth & Wellness Center is not awarded the full $3,000 requested, we remain committed to delivering the program but would adjust the scope accordingly. A funding gap would be managed through outreach to private secular foundations and a re-evaluation of the sliding-scale fee structure. Regardless of the final award amount, the technical infrastructure costs provided by our board members ensure that every available dollar is protected and applied directly to the professional facilitator's fee for the benefit of Burbank parents.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application,

applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

FG&WC Presents: Parenting Children with ADHD - a Six-Week Intensive Workshop				
Expense Item	Calculation	Total Cost	Grant Request	FG&WC Match
Facilitator Fee	$500 per session x 6 sessions	$3,000	$3,000	$0
Zoom Pro License	$25/mo x 2 months	$50	$0	$50
Digital Marketing	Advertising + Sign-up integration	$3,000	$0	$3,000
Admin/Materials	10% of Program Cost	$300	$0	$300
TOTALS		$6,350	$3,000	$3,350
Phase 1: Outreach & Infrastructure	**(December 2026 - March 2027)**			
Dec. 2026:	Finalize the formal partnership agreement with Meredith Canaan			
Jan. 2027:	Social Media Director, Romik Hacobian launches a targeted Burbank awareness campaign Treasurer/CFO, Shannon Barber integrates the automated sign-up and secure payment portal on FG& W website			
Feb. - March 2027:	Open enrollment for cohort; provide digital orientation materials to registered families, including pre-workship survery/questionnaire			
Deliverable:	Confirmed enrollment for 25 greater Burbank parents/caregivers.			
Phase 2: Program Delivery	**(April 1 - May 6, 2027)**			
April 1, 2027:	Launch the 6-week intensive 90-minute Zoom series			
April 2027:	Ongoing weekly modules			
May 6, 2027:	Final class; distribute post-workshop surveys to measure 80% confidence goal			

FG&WC Presents: Parenting Children with ADHD - a Six-Week Intensive Workshop				
Phase 3: Impact Analysis & City Reporting	**(May 7 - June 30, 2027)**			
May 2027:	Treasurer/CFO and Secretary/CIO compile all "Proof of Expenditure" documentation and attendance records.			
Final Deliverable:	Submission of the "Impact Report" to the Burbank City Manager's Office, documenting the social ROI and measurable outcomes of the grant funds			

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Carrie Díaz

Title (If Applicable)

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Hive & Hanger aka Burbank Bee Museum

Organization Address *
3427 W. Magnolia Blvd

City *
Burbank

State *
California

Zip Code *
91505

Has the organization received funding from the City of Burbank in the past? *
No

Description of Organization. Please include the types of services the organization provides. *
Located in Magnolia Park, the Burbank Bee Museum is transforming an urban storefront into a hub for pollinator education, community engagement and further positioning Burbank for destination tourism. In its first year, 2025-2026 the museum is projected to reach more than 7,500 visitors while advancing

the research and conservation mission of its 501(c)(3) partner, Urban Bee Lab (UBL).
UBL was founded in 2014 with the mission to improve bee health, promote biodiversity, and spread awareness of these issues to the general public. More specifically, UBL analyzes data from a vast network of research pollinator habitats to elucidate trends and advance our understanding of pollinator decline and biodiversity loss - and what everyday people and local businesses can do about it. UBL sees bees and other pollinators as critical in understanding food security, climate change, natural disaster mitigation, and ecological and economic preservation within our communities.
Through this partnership, the Burbank Community Pollinator Series program will deliver one-on-one environmental education, community learning sessions, youth programming, pollinator habitat guidance, and urban gardening instruction. Programming helps residents understand how simple actions—such as planting native flowers or reducing pesticide use—can support pollinator health in urban environments.
Founded and curated by a certified UC Davis California Master Beekeeper (#38) and 2026 IKEA Burbank Sustainability Partner, the Burbank Bee Museum provides science-based pollinator education designed for urban audiences who may not otherwise have access to environmental learning opportunities. Exhibits present more than 130 educational facts about bees, pollination, biodiversity, and food systems in an engaging, accessible format developed by a Burbank resident and subject-matter expert.
By connecting Urban Bee Lab's research-driven initiatives with a public-facing learning environment, the museum translates scientific knowledge into practical community action. The organization has already hosted small-group workshops, curated educational exhibits, and engaged thousands of residents in pollinator stewardship, demonstrating its capacity to expand programming and sustain ongoing community initiatives.
As pollinator populations decline globally, accessible public education is increasingly critical. With support from the City of Burbank, the Burbank Bee Museum at Hive & Hanger will maintain free access for residents, expand programming, increase environmental literacy, and strengthen urban habitat stewardship—positioning Burbank as a model pollinator-friendly city in Los Angeles County and further.

Mission or Purpose of the Organization. *

The Burbank Community Pollinator Series provides accessible environmental education that equips residents with practical tools to support pollinators and advance the City of Burbank's sustainability goals. The program connects community members with local expertise while promoting everyday conservation actions that strengthen urban biodiversity.
This six-month, free community program will offer nature-based education three days per week at the Burbank Bee Museum. Programming expands existing one-on-one learning experiences into small-group workshops, family classes, and youth activities focused on pollinator conservation and sustainable urban gardening.
The series is led and by Burbank resident and certified UC Davis Master Beekeeper (#38), Carrie Díaz, with guidance from Urban Bee Lab founder and biodiversity consultant, Noah Wilson Rich, Ph.D., and additional local experts. Participants will gain practical knowledge to create pollinator-friendly gardens, reduce pesticide use, and contribute to healthier urban ecosystems.
Primary program goals include:
Increasing community awareness of pollinators and their role in food systems
Promoting pesticide-free gardening and pollinator-friendly landscaping
Supporting the creation of pollinator habitat throughout Burbank
Engaging youth through STEM-aligned environmental learning
Building a network of residents committed to biodiversity stewardship

Provide the Approximate Number of Burbank Residents Served. *

1000

Event/Program Name *

Burbank Community Pollinator Series

Amount of Funds Requested *

$ 10,000.00

Total Budget for Event/Program *

$ 16,902.00

Event/Program Duration *

Start Date *

End Date *

Multiple Days | Jul 1, 2026 | Dec 31, 2026

Additional Date Details

Description of the Proposed Community Event/Program *

The Burbank Community Pollinator Series is a six-month environmental education program where participants will engage in a diverse menu of learning experiences designed to combine science, storytelling, and hands-on action. Each session blends STEM learning with tangible action, empowering residents to transform their homes, gardens, and schools into pollinator-supporting habitats.

Organizational Capacity

Question 1a *

The Burbank Community Pollinator Series is designed to operate within existing infrastructure, leadership capacity, and community partnerships. The program will be hosted at the Burbank Bee Museum, an established educational space already equipped to deliver workshops, exhibits, and small-group learning experiences.
Program lead Carrie Díaz, a Burbank resident and certified UC Davis California Master Beekeeper (#38), brings extensive experience in environmental education, urban beekeeping, and community programming. As a local business owner for more than 14 years, she has organized and hosted regular community events in Magnolia Park, served on the Magnolia Park Merchants Association board, and led educational programs for youth and adults, including partnerships with Girl Scouts of the USA and local schools.
The program is further supported by Noah Wilson-Rich, Ph.D., founder of Urban Bee Lab and Best Bees Company, who brings more than 20 years of expertise in urban pollinator initiatives, program development, and operational strategy.
The museum has already demonstrated strong community engagement, welcoming more than 7,500 visitors in its first six months through interactive exhibits and hands-on learning. Established relationships with local schools, sustainability organizations, and community partners provide a strong outreach network to support consistent participation.
With an existing venue, experienced leadership, and proven community interest, the program's three-days-per-week schedule is achievable within the six-month timeframe and positioned for successful implementation.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

The Burbank Bee Museum has demonstrated strong community engagement and operational capacity in its first year through educational programming like Bee 101 lessons, exhibits like "Mighty Helpers" and "History with Humans", and partnerships with IKEA Burbank and Girl Scouts of the USA that have already reached thousands of visitors. The program is supported by experienced leadership with combined expertise in environmental education, nonprofit collaboration, and small-business operations.
Program lead Carrie Díaz is a Burbank resident, certified UC Davis Master Beekeeper (#38), a

local business owner who has operated three Burbank businesses over the past 14 years. She manages educational beehives at the Burbank Water and Power Eco-Campus and collaborates with community partners including IKEA Burbank, Eco-Council Burbank, Stough Canyon Nature Center, St. Finbar School, the LA County Fairplex Farm, the Los Angeles Beekeepers Association Education Committee, and Girl Scouts of the USA. She has delivered more than 500 pollinator education lessons and has been featured as a honey bee consultant and expert by the Los Angeles Times, KNX Radio, and AI Wonder Studio and guest lecturer for UC Davis CAMBP.
Program feasibility is further strengthened through partnership with Urban Bee Lab, led by founder and CEO Noah Wilson-Rich, Ph.D., whose expertise in urban pollinator research, program development, and operations helps guide outreach, educational content, and program evaluation. Dr. Noah Wilson-Rich is a biodiversity consultant and founder of The Biodiversity Lab, Best Bees Company, keynote speaker, Princeton Univ Press book author, 4x TEDx speaker, and collaborator with NASA, MIT, & Harvard.
Together, this leadership and network of partners provide the operational experience, community trust, and subject-matter expertise necessary to deliver effective and sustainable environmental education programs.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Program Goals:
Increase community awareness of pollinators and their role in food systems
Encourage pesticide-free gardening and pollinator-friendly landscaping
Support the reduction of green house gases with new wildflower habitats throughout Burbank
Engage youth in STEM-aligned environmental learning
Foster a network of community members committed to biodiversity protection
Methodology & Approach:
One-on-one learning experiences and small-group workshops
Family-friendly classes and youth programs, including Discovery Days and Junior Pollinator Stewards
Hands-on community action: native pollinator plant and seed distribution, urban backyard habitat design, pollinator garden planning
Integration of science, storytelling, and practical application to empower residents to act
The program runs three days per week from July through December 2026, offering 72 sessions. Each session combines scientific instruction with tangible conservation action, ensuring residents leave with both knowledge and tools to transform their homes, gardens, and schools into pollinator-supporting habitats.
Program Offerings Outline
Youth & Family Programming
Pollinator Science & Ecology - Rotating Weekly Lessons Fridays & Saturdays July-Dec 2026
· Bee 101: The World of the Hive — an introduction to bee biology, colony roles, and the essential work of pollinators
· Pollination & Food Security — understanding how pollinators sustain global food systems and local agriculture
· History and Pollinators Through Time — exploring the ancient relationship between pollinators and people from prehistoric to Minecraft bees
-Urban Ecology & Global Case Studies— lessons from global leaders such as Paris and the impact of urban pollinator policy

Guest Expert Discovery Days | Hands-On Community Action Workshops - Second Sunday July-Dec 2026
· Children's Storytime — nature storytelling designed to inspire curiosity and ecological empathy with Master Beekeeper and author of Lil Bee
· Junior Pollinator Stewards Program introducing youth to conservation leadership with Biodiversity consultant and NatGeo Explorer
Designing Pollinator Pathways Together — strategies for transforming neighborhoods into biodiversity corridors for small yards, patios, and school spaces, pollinator seed packet distribution with Burbank based landscaping expert
· Climate Resilience & Biodiversity — how urban habitats strengthen ecosystem stability with Biodiversity consultant and Founder of Urban Bee Lab
Family Honey Day- hands on sensory learning focused on pollinator awareness and commun$_{P}$it$_{a}$y$_{ge\ 86}$

bonding with local Burbank expert BeeLoved
Compost Workshop- designed to eliminate household green waste and encourage home gardening with local compost expert
Alternate curriculum: Small Container Backyard Farming
Program Evaluation & Success Metrics
Key Metrics:
Website visits / analytics
Social media followers / newsletter subscribers
Program participation numbers
Event attendees
Distribution of native and pollinator seed packets
Distribution of educational materials
Reporting:
A final report will summarize participation, habitat creation, behavioral changes, and lessons learned, shared with the City of Burbank and community partners.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

Project Feasibility
Staff & Leadership: Experienced beekeeper educator and guest lecturers manage programming. Noah Wilson-Rich will provide oversight of operations and scheduling to ensure the program remains feasible and impactful.
Facilities: The Burbank Bee Museum provides a fully equipped venue.
Resource Management: Noah Wilson-Rich and Carrie Diaz leveraging their experience as business owners and CEO since 2005, will advise on budget allocation, staffing, and logistics to maximize efficiency.
Timeline & Operations: Three days per week over six months allows 72 structured sessions; Noah's experience organizing urban events ensures realistic scheduling and high-quality execution.
Research Integration: Collaboration with Urban Bee Lab ensures research-driven content is delivered accurately and accessibly.
Successful Track Record: Urban Bee Lab has successfully run programs called Mapping HoneyDNA, Pitch for Pollinators, Apiary Academics, and distributes free resources with the following results.
Pitch for Pollinators, piloted in 2023, designed for middle and high school students in Boston, after 32 volunteer hours spent teaching in the classrooms, around 60 students enhanced their scientific knowledge and developed their own projects using 149 different Honey DNA samples.
A total of 125 classroom toolkits were distributed in 2023, with additional availability to download on UBL's website.
In 2024, Apiary Academics, for urban elementary classrooms to make scientific observations about beehives installed on-site, around 40 students had the opportunity to learn more about bees, pollinators, and biodiversity.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

The Burbank Community Pollinator Series
Program Dates: July 2026 – December 31, 2026
Location: Burbank Bee Museum
Program Frequency: 3 days per week
Program Lead: UC Davis California Master Beekeeper #38, Burbank resident, BWP Eco-Campus beekeeper, 2026 IKEA Burbank Sustainability Partner, and creator of the Burbank Bee Museum.
Program Co-Lead: Dr. Noah Wilson-Rich is a biodiversity consultant and founder of The Biodiversity Lab, Best Bees Company, keynote speaker, Princeton Univ Press book author, 4x TEDx speaker, and collaborator with NASA, MIT, & Harvard.

Work Plan and Timeline
The program will run from July 2026 through December 31, 2026, with approximately 72 instructional sessions scheduled throughout the six-month period.
Phase 1 – Program Preparation (May–June 2026)
· Finalize workshop curriculum and educational materials
· Prepare museum learning exhibits and demonstration tools
· Procure seed packets, and gardening materials for distribution
-Schedule guest speakers

-Edit /approve guest speaker curriculum
· Launch community outreach campaigns
Phase 2 – Program Implementation (July–December 2026)
· Host three educational sessions per week
· Conduct 1 workshop per month
· Distribute native pollinator seeds and worksheets to participants
Phase 3 – Community Impact and Reporting (November–December 2026)
· Track participation numbers and community engagement metrics
· Evaluate program outcomes and prepare a final report
Throughout + Onward - (July - December 2026)
-Community engagement efforts, outreach and communications campaigns, and ongoing fundraising externally for project continuation
This structured timeline ensures that educational programming, community engagement, and measurable environmental impact occur throughout the project period.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The Burbank Community Pollinator Series addresses the need for accessible environmental education, including greenhouse gas remediation and practical sustainability tools for Burbank residents. Pollinator populations are declining due to habitat loss, pesticide exposure, and climate pressures, and urban communities play an important role in restoring pollinator habitat.
A study of urban home gardeners reported that 82% of participating households had space for gardening in their backyard.
Crop Swap LA, a prominent urban farming organization, reported a waitlist of 300 residents wanting to convert their front yards into microfarms, according to a Nov 2024 report.

Over 40% of US households are actively participating in food gardening as of 2021-2022. ASHS.org
A healthy pollinator population ensures the reproduction and diversity of plant life, which is essential for maximizing natural photosynthesis and carbon removal.
The Xerces Society for Invertebrate Conservation
As an indicator species, bees signal the overall health of the ecosystem of every city. Bee health has declined due to a variety of factors, including habitat loss. Managed honey bee colonies are down as much as 55.6% across the United States from April 2024 to April 2025 (Giacobino et al., in review 2025). Research conducted from 2019-2024 by members of the team at UBL found that the availability of native plant species is critical to the health, performance, and fitness of bees, and that replacing pollinator habitat may be crucial to combat these significant losses (Culbert & Wilson-Rich, 2024). Improving the health of pollinators is not only critical for environmental concerns but also for economic interests, food security, and community health. Bees are integral to promoting plant life on Earth and to the production of healthy fruits, vegetables, and honey, and to the pollination of crops in California, such as almonds, citrus, and alfalfa (for livestock).

This program provides free, hands-on education that helps residents create pollinator-friendly gardens, reduce pesticide use, and support biodiversity in their own neighborhoods. Hosted at a local micro museum, the series creates an accessible community hub for environmental learning and civic participation. The program also supports City of Burbank priorities including sustainability, environmental education, youth STEM engagement, and urban habitat stewardship while empowering residents to take meaningful action that benefits local ecosystems and community wellbeing.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

The Burbank Community Pollinator Series will create positive impact in multiple tangible ways. It will contribute to the local economy by collaborating with Burbank-based educators, small businesses and attracting visitors to the Magnolia Park business district and also deliver measurable environmental education and community impact through the following outcomes.
70+ educational workshops and learning sessions
1,000+ residents and visitors engaged
300 youth participants in STEM-aligned activities

3,000 native seed packets distributed, supporting the growth of thousands of pollinator-friendly plants across the community
These activities address a gap in accessible environmental education by providing free, hands-on instruction that helps residents learn how to create pollinator-friendly gardens, reduce pesticide use, and support urban biodiversity.
According to the World Wildlife Fund, planting wildflowers and protecting pollinators reduce greenhouse gases by increasing carbon sequestration through deep-rooted plants, storing carbon in soil, and improving the resilience of ecosystems. They also reduce the need for fossil-fuel-intensive fertilizers and pesticides, while providing natural carbon-absorbing habitats.
By combining practical sustainability education with community participation, the program strengthens environmental literacy, youth engagement, and long-term stewardship of Burbank's urban ecosystem.
Grant funding will directly support the implementation of the Burbank Community Pollinator Series and ensure that educational programming remains accessible to the community. Funds granted will enhance offerings that already exist, amplify community reach and secure additional time for the Bee Museum to gain traction in order to extend its long-term potential into 2027 and beyond. These investments will ensure that the program can operate consistently throughout the six-month period while reaching a broad cross-section of the Burbank community; this project is scalable and can pave the way for future opportunities.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

Budget Outline:
Total program costs for six months are $16,902, including:
$6,000 for on-site beekeeper and program educator
$600 for guest speakers
$5,400 for facility rental
$2,400 for local small business-led community outreach
$600 for educational materials and workshop supplies
$1,002 for pollinator seed distribution
$300 for utilities
$600 for operational support
Proposed Budget Allocation
Program Period: July 1 – December 31, 2026 (6 Months)
Budget Category
Description
Monthly Cost
6-Month Total
On-Site Beekeeper & Program Educator
Program leadership, workshop facilitation, curriculum preparation, and community engagement led by a certified Master beekeeper 48 hours @ reduced hourly rate $20.83/hr
$1,000

$6,000
Guest Speakers
Honorariums for 6 guest educators, and speakers, workshop leaders
$100
$600
Facility Rental
Use of the Burbank Bee Museum space for workshops, classes, and educational programming
$900
$5,400
Educational Materials & Workshop Supplies
Demonstration tools, printed materials, pollinator science resources, and hands-on workshop supplies
$100
$600
Pollinator Seed Distribution
Pollinator seed packets distributed to participants to support habitat creation
$167

$1,002
Community Outreach & Digital Engagement
Local Burbank-based small business community manager supporting social media outreach, program promotion, and community engagement
$400
$2,400
Utilities
Electricity, water, and facility utilities necessary for operating the museum learning space
$50
$300
Operations & Program Support
General operational supplies, exhibit upkeep, and administrative support
$100
$600

Total Program Budget (6 Months): $16,902
Cost per Participant: ~$16.90 (based on 1,000 residents engaged)

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the full funding amount is not awarded, the organization will adjust the program scope while maintaining its core educational objectives.
Potential adjustments may include:
· Reducing the total number of workshop sessions
· Scaling back the quantity of seed distribution
· Seeking additional support through the Chamber of Commerce, community partnerships, sponsorships or in-kind donations
· Leveraging volunteer support for certain program activities
The organization is committed to implementing the program even with partial funding and will prioritize maintaining educational programming and community engagement. Additional funding sources, including partnerships with local sustainability initiatives and community supporters, will be explored to help offset any funding gap.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Proposed Project

The Burbank Community Pollinator Series is a six-month environmental education program where participants will engage in a diverse menu of learning experiences designed to combine science, storytelling, and hands-on action. Each session blends STEM learning with tangible action, empowering residents to transform their homes, gardens, and schools into pollinator-supporting habitats.

Program Goals:

- Increase community awareness of pollinators and their role in food systems
- Encourage pesticide-free gardening and pollinator-friendly landscaping
- Support the reduction of greenhouse gases with new wildflower habitats throughout Burbank
- Engage youth in STEM-aligned environmental learning
- Foster a network of community members committed to biodiversity protection

Methodology & Approach:

- One-on-one learning experiences and small-group workshops
- Family-friendly classes and youth programs, including Discovery Days and Junior Pollinator Stewards
- Hands-on community action: native pollinator plant and seed distribution, urban backyard habitat design, pollinator garden planning
- Integration of science, storytelling, and practical application to empower residents to act

The program runs three days per week from July through December 2026, offering 72 sessions. Each session combines scientific instruction with tangible conservation action, ensuring residents leave with both knowledge and tools to transform their homes, gardens, and schools into pollinator-supporting habitats.

Budget Outline:
Total requested **10k**
program costs for six months are **$16,902**, including:

- $6,000 for on-site beekeeper and program educator
- $600 for guest speakers
- $5,400 for facility rental
- $2,400 for Burbank small business-led community outreach

- $600 for educational materials and workshop supplies
- $1,002 for pollinator seed packets
- $300 for utilities at the facility
- $600 for operational support staff

Proposed Budget Allocation

Program Period: July 1 – December 31, 2026 (6 Months)

Budget Category	Description	Monthly Cost	6-Month Total
On-Site Beekeeper & Program Educator	Program leadership, workshop facilitation, curriculum preparation, and community engagement led by a certified Master beekeeper 48 hours @ reduced hourly rate $20.83/hr	$1,000	$6,000
Guest Speakers	Honorariums for 6 guest educators, and speakers, workshop leaders	$100	$600
Facility Rental	Use of the Burbank Bee Museum space for workshops, classes, and educational programming	$900	$5,400

Educational Materials & Workshop Supplies	Demonstration tools, printed materials, pollinator science resources, and hands-on workshop supplies	$100	$600
Pollinator Seed Distribution	Pollinator seed packets distributed to participants to support habitat creation	$167	$1,002
Community Outreach & Digital Engagement	Local Burbank-based small business community manager supporting social media outreach, program promotion, and community engagement	$400	$2,400
Utilities	Electricity, water, and facility utilities necessary for operating the museum learning space	$50	$300
Operations & Program Support	General operational supplies, exhibit upkeep, and	$100	$600

	administrative support

Total Program Budget (6 Months): $16,902

Cost per Participant: ~$16.90 (based on 1,000 residents engaged)

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Trena Pitchford

Title (If Applicable)
Board Chair

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Leadership Burbank

Organization Address *
200 W. Magnolia Blvd.

City *
Burbank

State *
California

Zip Code *
91502

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Funding Support for Growth Campaign

Past Grant Type *

Community Events and Program Grant

Date Received *

Jul 1, 2025

Amount of Funds Received *

$ 5,000.00

Description of Organization. Please include the types of services the organization provides. *

Leadership Burbank seeks to identify, educate, and motivate current and emerging leaders in Burbank to develop ideas and solutions that make Burbank a strong, sustainable and vibrant community.

For thirty years, Leadership Burbank continues to be an important part of the fabric of Burbank. This local charity hosts many programs and initiatives to help aspiring leaders enhance their personal and professional skills and gain a deeper understanding of community dynamics – while introducing them to the network of key individuals and organizations throughout Burbank who effect change on a daily basis.

Leadership Burbank's program and initiatives connect individual leaders with the inner workings of City Hall, essential non-profits, the business and faith communities, and important civic organizations for an even better Burbank.

Leadership Burbank's class projects have invested over 100 million dollars in goods and services throughout Burbank.

Our Nine Month Leadership Program: Facilitated by qualified experts in leadership development, our hands-on curriculum addresses issues of leadership, social justice, public safety, economic viability and the environment through real-world tutorials designed to set each class on their path as a future leader in the Burbank community.

Our Initiatives: Leadership Burbank also hosts a series of gatherings and Forums to engage our over 600 alumni and
inspire civic participation in Burbank. Some of those initiatives in our thirty-year history have been:
*Non-partisan Forums during election years for both City Council candidates as well as Burbank Unified School Board Candidates
*Board Service mixers that allow our charitable organizations identify qualified candidates to volunteer on their Board. Many of our alumni also serve on the City's Boards and Commissions and serve in elected positions in the City's government
*Volunteer events and socials for our alumni to continue to network

From January to May, the class fundraises and completes a project that will benefit the community of Burbank. Here are just a few of our class projects:
*City of Burbank Centennial – Plant 100 Trees Project
*Update the Burbank "B" on the Hill
*Monterey High School – Kitchen Renovations & Career Day
*Boys & Girls Club of Burbank Garden Project
*Burbank Temporary Aid Center Resource Room Expansion
*Burbank YMCA Child Development Infant Room Expansion
*Burbank Animal Shelter Dog Run and Adoption Space Renovation
*City of Burbank New Adaptive Sports Program

Measuring Our Impact: What Our Class Members Share About Their LB Journey

"Leadership Burbank has built an enchanting ecosystem/infrastructure in the Burbank community. We are introduced to remarkable community leaders and concepts to enrich our understanding of ourselves and our relationships to others. If the class project serves as a test, our class witnessed how the impact of our individual strengths and efforts is exponentially greater when collaborating with others, ultimately empowering communities to accomplish overwhelming feats." - Gina Kozai

"Leadership Burbank has given me a wonderful perspective into the rich, multi-dimensional community available at my finger-tips. I am leaving this experience inspired to dig deeper and connect with a wider array of professionals as well as expand my own skill set." - Adrien Flores

"It was amazing to witness how Leadership Burbank brings strangers together to harness their strengths and diversity to accomplish a collective goal while making lasting friendships. " - Kyle Porter

"Leadership Burbank has empowered me with the education, tools, and resources to be an architect of

change within the community. The program has connected me with organizations, people, partners and friends." -Alvaro Valdez

"I feel very grateful for the opportunity to participate in this class. I have gained a better understanding of the community I work in but most importantly the community I call home. I have built relationships with my classmates that I hope to foster for a lifetime." - Sylvia Garcia

"Leadership Burbank has deepened my love for this amazing community, introduced me to incredible individuals, and has helped me grow as a professional. I am so proud of what we were able to accomplish as a team this past year! Go class of 2024!" - Bryce Burton

Mission or Purpose of the Organization. *

The Mission of Leadership Burbank is to identify, educate, and motivate current and emerging leaders in Burbank to develop ideas and solutions that make Burbank a strong, sustainable and vibrant community.

Founded in 1995, Leadership Burbank continues to be an important part of the fabric of Burbank. This local charity hosts many programs and initiatives to help aspiring leaders enhance their personal and professional skills and gain a deeper understanding of community dynamics – while introducing them to the network of key individuals and organizations throughout Burbank who effect change on a daily basis.

Provide the Approximate Number of Burbank Residents Served. *

100000

Event/Program Name *

Funding Support for Growth Campaign

Amount of Funds Requested *

$ 10,000.00

Total Budget for Event/Program *

$ 100,000.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 1, 2026

End Date *

Jun 30, 2027

Additional Date Details

Description of the Proposed Community Event/Program *

The details of this growth campaign are listed in our strategic plan which can be found as an attachment.

Organizational Capacity

Question 1a *

2026-2026 Board of Directors

Board Officers

Chair
Trena Pitchford
Executive Director
LACHSA Foundation
Class of 2013

Treasurer
Courtney Padgett
Assistant City Manager
City of Burbank
Class of 2020

Secretary
Cindy Yee Akuin
Burbank Public Library
Class of 2024

Board Members
Anita Hutchinson
CMO & Vice President of Marketing
UMe Credit Union

Jamie Keyser-Thomas
President & CEO
Burbank Chamber of Commerce
Class of 2005

Joan McCarthy
The Walt Disney Company

Joan Marques, Ph.D., Ed.D.
Retired Director, Enterprise Community Engagement
Dean and Professor of Management, School of Business
Woodbury University

Oscar Macias
Interim Superintendent of Schools
Burbank Unified School District

Jon Schafer
Vice President
Schafer Electric

Terry Walker
Executive Director
Providence Saint Joseph Medical Center
Class of 2005

Ian Waterhouse
Sunrise Rotarian of Burbank

Marisa Di Domenico
Burbank Water & Power
Class of 2022

Member Emeritus
Michael Walbrecht

Vice President Public Affairs
Warner Bros. Discovery
Class of 1999

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

The details of this growth campaign are listed in our strategic plan which can be found as an attachment.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

We are seeking an investment of $10,000 to support year three of Leadership Burbank's Growth Campaign.

Here are ways those funds will help us to support our mission:

1. Hire an Executive Director position to lead the organization and become the face of Leadership Burbank in the community. This position will offset the day-to-day operational responsibilities of our volunteer Board members and allow the charity to be successful in implementing this three-year plan. a. We intend to hire this position as an independent contractor in its first year, and, if successful, we hope to hire the position as a full-time salaried employee in future years. Estimated salary for this position and the size of our charity is roughly $70,000 to $80,000 per year. As a small charity, we can offer a small medical and hybrid work stipend.

The Burbank Chamber of Commerce offered to donate an office space for the position to work from, if needed. Current costs for the facilitation team and part-time employee can be redistributed through the new position. (roughly $42,000)

2. Continue to fundraise and enter year 3 of the growth campaign in July 2026 with a goal to raise a minimum of $100,000 per year to offset any additional costs for the charity and to provide the position and Board time to stabilize the growth and move forward. (Current annual budget is $80,000; this growth would take us to $160,000)

3. Continue to manage the transition of a new facilitation team to Leadership Burbank's 9-month program. a. The Board's long term planning team has been reviewing other trends in the industry (benchmark with other leadership programs to enhance and grow the program) We do not believe the program needs drastic changes; however, we do want to look at how we can bring in other topics relative to leadership in Burbank.

4. Research/Plan out additional services to the Burbank Community: Engage the Alumni – survey and discover needs – what has LB done for them? Master Class – one time Master Classes with local and regional experts Possible partnership with the City and their RISE program.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

The details of this growth campaign are listed in our strategic plan which can be found as an attachment.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

In March 2024, the Board of Directors of Leadership Burbank launched a three-year strategic plan which includes a Growth Campaign to provide more infrastructure for the charity. The goals of the campaign are to advance Leadership Burbank's mission and sustain our belief that we can continue to provide our premiere leadership programs that are relevant to today's leadership issues and our efforts to design engaging initiatives to support our over 600 alumni with In the first year, with funding generously donated by the City of Burbank, Warner Bros. Discovery, Metropolitan Culinary Services, The Walt Disney Company and generous individual donors, Leadership Burbank has been able hire a part time bookkeeper and sustain our Administrative Assistant.

While we did not raise all that we set to achieve, we still have active asks out to reach our financial goal. We have also been able to host additional engagement activities for our Alumni such as our White Elephant exchange and other social events throughout the year. Leadership Burbank also hosted two non-partisan, free to the public, Candidate Forums in October 2024 for interested candidates that sought election to open Burbank Unified Board of Education seats as well as City Council seats.

To build a better Burbank, we feel it is important to offer the opportunity for local citizens and our alumni the opportunity to learn more about the potential local leaders. While we are still in the second year of this campaign, we feel confident in its growth as we enter year three in July 2026, and we ask the City of Burbank to once again donate at the level of $10,000. The city is one of Leadership Burbank's founding partners and we hold our partnership in high regard.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Our entire mission is to support the next leaders for the City of Burbank.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

There is no other leadership program helping new or seasoned executives grow their personal leadership skills while also learning about how to better serve the community of Burbank.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The $10,000 gift from the City of Burbank would be used as part of our operational costs to support our Deputy Director position and part-time Bookkeeper.

These critical funds have supported our nine-month leadership program, fundraising activities, and alumni engagement opportunities.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

Leadership Burbank has maintained its status of a very small charity with the highest of dividends for Burbank. As a small charity, our Board is prepared to support its growth and maintain its solvency. Our aspirations are to grow our capacity to serve, to engage even more with the community, and to support the future growth in Burbank.

The grant award would help us grow our capacity in every way and if budget challenges are met, as they were this year, we will scale back some of our plans, until the financial goals are achieved.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

2024 – 2027 Leadership Burbank Strategic Plan
Taking Leadership Burbank to the next level.

One-to-Three-year plan:

Leadership Burbank faced a transition in July 2024 to June 2025 fiscal year. Sue Georgino and Mary Alvord transitioned as facilitators after a 14 year history. In addition, Leadership Burbank has been in the process of updating/upgrading its operational systems including fundraising, digital marketing assets, and donor tracking database.

This small but highly important charity is poised for growth. The Board of Directors conducted strategic planning meetings, and we seek support and advice for the following plan:

Year One Beginning July 2024. Three goals:

1. Hire an Executive Director position to lead the organization and become the face of Leadership Burbank in the community. This position will offset the day-to-day operational responsibilities of our volunteer Board members and allow the charity to be successful in implementing this three-year plan.
    a. We intend to hire this position as an independent contractor in its first year, and, if successful, we hope to hire the position as a full-time salaried employee in year 2.
    b. Estimated salary for this position and the size of our charity is roughly $70,000 to $80,000 per year.
    c. As a small charity, we can offer a small medical and hybrid work stipend.
    d. The Burbank Chamber of Commerce offered to donate an office space for the position to work from, if needed.
    e. Current costs for the facilitation team and part-time employee can be redistributed through the new position. (roughly $42,000)

2. In March of 2024, launch a three-year fundraising campaign with a goal to raise a minimum of $100,000 per year to offset any additional costs for the charity and to provide the position and Board time to stabilize the growth and move forward. (Current annual budget is $80,000 this growth would take us to $160,000)
    a. Campaign to get annual commitment over three years:
        i. 10 donors at $1,000 for 3 years ($10,000 total)
            1. Thank you to Cindy Yee Akuin and Oliver Akuin for donating!
        ii. 10 donors at $5,000 for 3 years ($50,000 total)
            1. Thank you to Warner Bros. Discovery and The Walt Disney Company for donating!
        iii. 4 donors at $10,000 for three years ($40,000 total)
            1. Thank you to Metropolitan Culinary Services and the City of Burbank for donating!
        iv. 1 Lead Donor who gives $20,000 for three years ($60,000 total)

v. We can add benefits and host small private dinners with these donors to update on progress and thank them in gratitude. We can also offer naming benefits if needed.

3. Manage the transition of a new facilitation team to Leadership Burbank's 9-month program.
    a. The Board's long term planning team has been reviewing other trends in the industry (benchmark with other leadership programs to enhance and grow the program)
    b. We do not believe the program needs drastic changes; however, we do want to look at how we can bring in other topics relative to leadership in Burbank.

Year Two Beginning July 2025. Three goals:

1. Revise and adjust any of the first year's goals and stabilize the transition of the new employee and facilitation team.
2. Increase other fundraising strategies new and current to build capital
3. Research/Plan out additional services to the Burbank Community:
    a. Engage the Alumni – survey and discover needs – what has LB done for them?
    b. Master Class – one time Master Classes with local and regional experts
    c. Possible partnership with the City and their RISE program

Year Three Beginning July 2026. Three goals:

1. Revise and adjust any of the second year's goals and plan for growth
2. Maintain and increase other fundraising strategies new and current to build capital
3. Implement additional services to the Burbank Community based on research and plan:
    a. Engage the Alumni
    b. Master Class – one time Master Classes with local and regional experts
    c. Possible partnership with the City and their RISE program

Marketing materials suggested:

- Alumni – "where are they now" profile of graduates
- Develop language to highlight how beneficial it is for leadership training for local businesses and corporations not only for their employees, but also relationships with the city of Burbank. i.e. boards, commissions, and city council
- Grow the future leaders in Burbank

Contact chair@leadershipburbank.org with any additional thoughts, ideas, or investments.
www.LeadershipBurbank.org

LEADERSHIP BURBANK

The mission of Leadership Burbank is to identify, educate, and motivate current and emerging leaders in Burbank to develop ideas and solutions that make Burbank a strong, sustainable, and vibrant community. As a 501(c)(3) nonprofit organization, all donations are tax-deductible to the fullest extent of the law (Tax ID# 91-2168014).

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *: Anthony Gulino

Title (If Applicable): Director of Operations

Phone *: [redacted]

Email *: [redacted]

Organization's Information

Organization Name *: Los Anarchists Junior Derby

Organization Address *: 9909 Topanga Canyon Blvd

City *: Chatsworth

State *: California

Zip Code *: 91311

Has the organization received funding from the City of Burbank in the past? *: No

Description of Organization. Please include the types of services the organization provides. *

Los Anarchists Junior Derby is a non-profit junior roller derby league providing the following services:

Roller derby training for youth ages 5-18 years of all genders and skill levels.

Recreational roller derby experiences.

Competitive roller derby experiences.

Roller derby event hosting.

Skating day camps in partnership with the City of Burbank Parks & Recreation, which include fundamentals of skating, artistic skating, roller derby training, physical fitness, arts & crafts, fine arts lessons, games, and water play.

Community service activities, including blood drives, clothing collection, food collection, and participation in such events as the Burbank Camp Fair, Civitan Jamboree, Holiday in the Park, Celebrate Burbank, and CicLAvia.

Mission or Purpose of the Organization. *

Los Anarchists Junior Derby exists to provide opportunities for youth, ages 5-18, of all genders and skill levels to learn and compete in the sport of roller derby. Our league is affiliated with the Junior Roller Derby Association (JRDA).

Provide the Approximate Number of Burbank Residents Served. *

200

Event/Program Name *

2026 Equipment Acquisition and Community Event

Amount of Funds Requested *

$ 5,000.00

Total Budget for Event/Program *

$ 11,155.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 1, 2026

End Date *

Jun 30, 2027

Additional Date Details

This project will provide equipment that will be used to serve Burbank residents throughout the grant period. There will also be a single-day event to debut and celebrate the grant benefits.

Description of the Proposed Community Event/Program *

We propose to receive funding to support our camp programs and our ongoing roller derby activities. We request support to remove a barrier to entry for new participants in roller derby. The sport requires important equipment to ensure the health and safety of it's participants. A beginning skater must have access to quad roller skates of the proper style and size, knee pads, elbow pads, wrist guards, a helmet,

and a mouthguard. We aim to make all of this equipment available to beginners at no cost. This will increase the number of community members who are able to participate in our skate camps and regular skate training programs.

We request funds that will allow us to purchase and maintain the necessary equipment to expand our equipment lending program.

To kick-off the availability of this expanded equipment lending program we will host an event in Burbank for community members to experience skating and roller derby. There will be no cost for participation, including youth who will experience skating first-hand utilizing the equipment provided by this grant. Parents and youth will experience a roller derby demo conducted by our coaches and experienced skaters. There will be refreshments and games. Community organizations, including the Burbank Parks & Recreation Department, will be invited to participate in this event by hosting booths to interact with the participants and promote their own related programs.

Organizational Capacity

Question 1a *

Los Anarchists Junior Derby has been successfully operating junior roller derby programs since it's founding in 2017. The majority of our activities, including four weekly practice sessions, are held in Burbank at the CA National Guard Armory on Valhalla Drive. We also conduct activities at Maxam Park and the outdoor hockey rink at Foy Park. We have a staff of volunteer coaches who have decades of experience coaching various sports and playing and coaching roller derby. Many members of our training staff played junior derby with our program before becoming adults. We have a long track record of successfully operating our programs. We host two weeks of summer camp annually through partnership with the Burbank Parks & Recreation Department. We host 7 junior roller derby events annually. Our most recent Burbank event was our 7th annual Blood Fest tournament and blood drive at the Armory in January. Our next major event in Burbank will be when we host the JRDA Junior Roller Derby Playoffs in June.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

We have primarily operated in Burbank since 2020 and have enjoyed our partnership with the Burbank Parks and Recreation Depart for the past 5 summers that we have facilitated day camps. We enjoy positive relationships with the Magnolia Park Merchants Association, Burbank Temporary Aid Center, Cedars Sinai Blood Services, CicLAvia, Alexandria House, and various local schools to which we donate to provide fundraiser support. We have an active Board of Directors that oversees our operations, ensuring our operational and financial stability.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

We have a small inventory of skating and safety loaner equipment. Much of this equipment needs repair to continue to be available. We need to expand the inventory of equipment to properly serve the prospective participants of our camps and ongoing programs. Our goals for this project include:

1. Adding enough skates to have at least three pairs in each size from 1 through 12. This will require purchasing approximately 30 pairs of skates at a cost of approximately $120 per pair for a total cost of $3,600.

2. Reviving our existing skates that are currently inoperable. These skates require various additional hardware, such as wheels, bearings, toe stops, laces, and plates. The estimated costs to refurbish these skates is $1,000.

3. Replacing all of our inventory of a dozen helmets to ensure that they are safe and effective and adding an additional two dozen helmets in various sizes to ensure that we have a sufficient quantity in the proper sizes for camps and ongoing program sessions. This will require purchasing three dozen helmets at an approximate cost of $65 each for a total cost of $2,340.

4. Adding two dozen sets of pads to the dozen we have in inventory to ensure that we have sufficient quantity for camps and ongoing program sessions. Sets will include elbow pads, knee pads, and wrist guards. Sets cost approximately $75 each for a total cost of $1,800.

5. Purchasing 250 mouthguards that we can give away to new skaters for use at our camps and ongoing program sessions. Skaters will be allowed to keep these for ongoing use in roller derby and other sports activities. The estimated cost is $125.

6. Adding three medical kits for use at our camps, events, and regular program sessions. These kits include the supplies needed to respond to various medical situations. They cost approximately $130 each for a total cost of $390.

7. Purchasing an Automated External Defibrillator. Given the number of events we host and the level of physical activity at our events, it will be valuable to have an AED on site in case of a cardiac incident. We hope that we will never have to use it, but would like to have it as an option should it become necessary. The cost for the device and a wall-mounted housing unit is approximately $1,800.

As part of this project we propose to host a community event to introduce Burbank residents to the sport of roller derby and allow them access to the equipment that will be acquired. Entry to this event will be free and the loaner skates and safety equipment will be available at no charge. The youth attendees will be able to skate and learn about roller derby. All genders and skill levels will be welcome. Our experienced skaters will participate in a scrimmage to demonstrate their sport to the attendees. Refreshments will be provided. Costs associate with the event will include $300 to rent the CA National Guard Armory, $500 for refreshments, and $300 for stipends for the officials that facilitate the scrimmage.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

We will acquire the equipment through our well-established sources in a measured manner, ensuring that we are received the highest quality equipment at the best available pricing.

We host many events similar to the one we are proposing and have the volunteer and administrative resources to ensure success. We would request assistance from the City of Burbank with promoting the event to the public to ensure broad participation.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Acquisition of the proposed equipment will begin immediately upon funding of the grant and will take approximately two months to complete.

Scheduling of the community event will be coordinated with the City of Burbank to ensure effective timing and encourage participation on the part of Burbank representatives. A general recommended timeframe is Q1 of 2027 to coincide with the opening of camp registration to generate interest in the skate camps.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The Burbank community benefits from the availability of recreational and competitive sports activities. This is demonstrated by the success of our summer day camp program and ongoing junior derby programs. Funding this grant will significantly increase our ability to provide these services to Burbank residents by making quality equipment available at not cost to those who attend our camps and our regular training and recreational sessions.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

Roller derby, as a sport, appeals to young people who may not find their place in other, more traditional, programs. A recent article in the Burbank Leader newspaper allowed our coaches and skaters to share their reasons for being involved in the sport and our league:

"It's the community, because you create such special bonds with all your skaters and your team, and they just become your little family," explained Dread Velvet, aka. Zoe Johnson of Burbank, a former competitor with Los Anarchists and current coach. "Anybody can join. We have skaters as young as five years old and we take boys, girls, nonbinary. It's a sport for everybody and it's all inclusive here."

Burbank middle schooler Abigail Podbielski, 14, aka "The Abinator," didn't even know how to skate when she joined five years ago. "I love it because of my coaches and my teammates," Podbielski said, "and how it's a good therapy in a way. And it's kind of a way to express yourself." Podbielski's mother, Arienne Raja Good, called the league one of the best things that's ever happened to her daughter. "She calls it her Zen," Good said. "She says it's what centers her. She can get out on that track and the whole world just melts away."

Ollie Provan, 15, a freshman at Burroughs High School, also known as "Fluffernutter," had read novels about roller derby and thought it would be fun to give it a try. "I really like how many friends I've made," Provan said. "I have a lot of people here who are super supportive of me and I support them back. It's really like a big giant family and I really like that about this."

Please see the article, written by Jarret Liotta, in the March 21, 2026 edition of the Burbank Leader, for additional perspective on the value of our programs to the Burbank Community.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

Please see the provided budgetary document, which details the costs and revenue sources related to the project. The total budgetary cost is estimated to be $12,155. We have received a grant from the Sacramento Rivercats foundation, which will provide $5,000. We are requesting $5,000 from this City of Burbank Community Events and Program Grant. We will provide the remaining $2,155 from our general funds.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

The parameters of this grant proposal represent the best case scenario to meet all of our project goals. If the City of Burbank decides to provide less than the requested amount of funds, we will still be able to proceed with the project to meet as many of our goals as the budget allows and it will still have a significant impact on our ability to provide roller derby experiences to the attendees of our camps and ongoing programs.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

2026 Equipment Acquisition and Community Event Budget			
Burbank Community Events and Program Grant			
Equipment Aquisition Goals			
Item	**Quantity**	**Unit Cost**	**Total Cost**
Quad Roller Derby Skates	30	$120.00	$3,600.00
Quad Roller Derby Skate Repairs	N/A	N/A	$1,000.00
Roller Deby Helmets	36	$65.00	$2,340.00
Roller Derby Pad Sets	24	$75.00	$1,800.00
Mouthguards	250	$0.50	$125.00
Medical Kits	3	$130.00	$390.00
Automated External Defibrillator	1	$1,800.00	$1,800.00
Total			**$11,055.00**
Community Event Costs			
Item	**Cost**		
Venue Rental	$300.00		
Refreshments	$500.00		
Official's Stipends	$300.00		
Total	**$1,100.00**		
Total Project Cost	**$12,155.00**		
Funding Sources			
City of Burbank Grant	$5,000.00		
Sacrament Rivercats Grant	$5,000.00		
Los Anarchists General Fund	$2,155.00		
Total Funding	**$12,155.00**		

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Friday, April 3, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *: Jeff Ferguson

Title (If Applicable): President

Phone *: [redacted]

Email *: [redacted]

Organization's Information

Organization Name *: Magnolia Park Events

Organization Address *: 3601 W Magnolia Blvd Ste 6

City *: Burbank

State *: California

Zip Code *: 91505-29

Has the organization received funding from the City of Burbank in the past? *

No

Description of Organization. Please include the types of services the organization provides. *

Magnolia Park Events is a 501(c)(3) nonprofit organization established as the sister organization to the Magnolia Park Merchants Association (MPMA). The organization was created specifically to plan, produce, and manage large-scale community events in the City of Burbank, with a primary focus on the

Magnolia Park neighborhood.
Magnolia Park Events produces signature community events including Holiday in the Park (a 30+ year Burbank tradition), Celebrate Burbank (a citywide parade-based celebration), and the long-running Magnolia Park Food Truck Fridays summer series. In addition to producing these events, the organization provides event planning, coordination, logistics management, vendor and sponsor management, city permitting coordination, safety planning, and community partnership support. Magnolia Park Events also assists other community groups and nonprofits in developing and executing public events within the Magnolia Park district.

Mission or Purpose of the Organization. *

The mission of Magnolia Park Events is to strengthen community connection, economic vitality, and neighborhood pride through the production of inclusive, family-friendly public events in Magnolia Park and the greater Burbank area.
The organization exists to promote Magnolia Park as a vibrant, safe, and unique destination while supporting local businesses and fostering civic engagement. Through thoughtfully produced events, Magnolia Park Events brings together residents, families, schools, nonprofits, artists, and businesses to celebrate the character and creativity of the neighborhood. Any surplus funds generated by events are reinvested into the beautification and improvement of Magnolia Park's commercial corridors, particularly along Magnolia Boulevard.

Provide the Approximate Number of Burbank Residents Served. *

50000

Event/Program Name *

Holiday in the Park - Art Block

Amount of Funds Requested *

$ 10,000.00

Total Budget for Event/Program *

$ 125,000.00

Event/Program Duration *

Single Day

Start Date *

Nov 20, 2026

End Date *

Nov 20, 2026

Additional Date Details

Description of the Proposed Community Event/Program *

The proposed program is the creation of a dedicated "Art Block" within Holiday in the Park, Burbank's largest annual community event. Holiday in the Park has been a beloved Magnolia Park tradition for over 30 years, drawing approximately 15,000–20,000 attendees each year.

The Art Block will transform a full block of vendor space into a curated arts experience featuring professional artists from Burbank and surrounding communities. Large event tents will be converted into temporary gallery-style exhibition spaces showcasing a diverse range of media, including painting, sculpture, collage, mixed media, light installations, and other contemporary art forms. Participating artists will be selected through a curated process in partnership with Burbank Arts and other local arts organizations.

Unlike standard booth vendors, artists participating in the Art Block will not be charged booth fees. Grant funding will offset the revenue typically generated from booth sales in that block and will support tent rental, installation infrastructure, lighting, signage, promotion, artist coordination, and event logistics. The goal is to create a high-quality, accessible arts experience that elevates the cultural dimension of Holiday in the Park while remaining free and open to the public.

Organizational Capacity

Question 1a *

Magnolia Park Events has over three decades of experience producing large-scale public events in Burbank. Holiday in the Park, now in its 30+ year history, has grown over the past decade to become the largest annual event in the City of Burbank. The organization also produces the long-running Magnolia Park Food Truck Fridays series and the newly launched Celebrate Burbank parade event. Additionally, Magnolia Park Events has assisted other organizations in producing flea markets and community events within Magnolia Park.

The organization maintains strong working relationships with the City of Burbank, including Parks & Recreation, Public Works, Police, and Fire departments. Event production includes permitting, street closures, vendor management, sponsor coordination, security planning, insurance compliance, volunteer coordination, and infrastructure logistics.

Leadership includes experienced community organizers with extensive backgrounds in business management, marketing, and event production. Over the years, Holiday in the Park has received formal commendations from the Mayor of Burbank and recognition from state-level representatives. The organization has a demonstrated track record of safe, well-managed, and widely attended community programming.

The proposed Art Block represents an expansion of existing event infrastructure rather than a new standalone program, making it highly feasible within the organization's established operational framework.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Magnolia Park Events operates using a diversified funding model that includes sponsorships, vendor fees, community partnerships, and event-based revenue. Holiday in the Park is largely self-funded, with careful budget management to ensure financial sustainability year over year.

The Art Block program will be implemented in partnership with Burbank Arts and other local arts-focused nonprofit organizations, ensuring professional curation and strong community engagement. These partnerships strengthen program quality while distributing organizational responsibilities appropriately.

Grant funding for this program will replace revenue typically generated from booth sales in the designated block, allowing Magnolia Park Events to provide the space to artists free of charge while maintaining overall financial stability for the broader event. The organization has a proven history of responsibly managing event budgets, securing sponsorships, and delivering programming on time and within allocated resources.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The proposed program is the creation of a curated “Art Block” within Holiday in the Park on November 20, 2026. Holiday in the Park is Burbank’s largest annual community event, drawing approximately 15,000–20,000 attendees each year. The Art Block will transform a full block of standard vendor space into a curated arts experience featuring local and regional artists working in a variety of media, including painting, sculpture, collage, mixed media, light installations, and other contemporary art forms.

The primary goals of the program are to elevate the cultural dimension of Holiday in the Park, provide accessible exhibition opportunities for Burbank artists, increase public engagement with visual arts, and strengthen partnerships with local arts-focused organizations. The program will be developed in collaboration with Burbank Arts and other community arts organizations to ensure thoughtful curation and representation of diverse artistic voices. Artists will be selected through a structured outreach and review process that prioritizes quality, diversity of medium, and community relevance.

Large-scale event tents will be configured as temporary gallery-style spaces with appropriate lighting, signage, and infrastructure to create an inviting and professional presentation environment. The Art Block will be fully integrated into the overall event map, promotional materials, and public communications to maximize exposure and attendance. By replacing standard vendor booths with a curated arts experience offered free to participating artists, the program enhances public access to the arts while maintaining Holiday in the Park’s inclusive and family-friendly atmosphere.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

The Art Block is designed to operate within Magnolia Park Events’ established planning structure for Holiday in the Park. Planning for the November 20, 2026 event begins in April 2026, allowing ample time to confirm partnerships, define space allocation, secure infrastructure, and initiate artist outreach. Because the Art Block replaces an existing vendor block rather than expanding the event footprint, it does not require additional street closures or significant infrastructure expansion beyond standard event operations.

Magnolia Park Events has more than three decades of experience producing Holiday in the Park and maintains strong working relationships with the City of Burbank, including permitting authorities, public safety departments, and public works. Tent rentals, layout planning, and logistical coordination fall within the organization’s normal scope of event production. Financial feasibility is ensured by using grant funds to offset the revenue that would otherwise be generated from booth sales in the designated block, thereby preserving the financial stability of the broader event. The integration of the Art Block into existing timelines, staffing, and vendor coordination systems makes the program both operationally and financially feasible.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Planning for the Art Block will begin in April 2026 with confirmation of the program scope, identification of the designated block location, and formalization of a partnership with Burbank Arts and other arts organizations. During May and June 2026, the organization will finalize tent configurations, infrastructure requirements, and curatorial guidelines while initiating artist outreach and recruitment.

In July 2026, artist applications and selection processes will be completed, and the Art Block will be incorporated into the official Holiday in the Park event map and promotional strategy. From August through September 2026, participating artists will be confirmed, infrastructure rentals secured, lighting and layout plans finalized, and compliance documentation completed. In October 2026, final logistical coordination will take place, including installation planning, volunteer assignments, signage production, and integration into the event’s public marketing campaign.

On November 20, 2026, Magnolia Park Events will execute Holiday in the Park with a fully operational Art Block, including on-site coordination, volunteer management, and artist support. Following the event, attendance and community feedback will be reviewed, financial reconciliation completed, and documentation prepared for reporting purposes.

Because the Art Block builds upon the organization’s existing event framework rather than creating

a new standalone program, it is fully feasible within the established resources, partnerships, and timeline already in place for Holiday in the Park.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Burbank is home to a strong creative workforce and a vibrant arts community, yet there are limited large-scale, free, public platforms for visual artists to exhibit their work outside of traditional gallery settings. While Holiday in the Park provides a significant community gathering opportunity, the majority of its programming has historically focused on retail vendors, food, entertainment, and family activities. The proposed Art Block directly addresses the need for greater visibility and accessibility for local artists by creating a dedicated, curated exhibition space within the city's largest annual event.

By offering professional-quality exhibition space at no cost to participating artists, the program reduces financial barriers that often prevent emerging and mid-career artists from participating in community events. It also provides residents with direct exposure to local creative talent in an accessible, family-friendly setting. The Art Block expands Holiday in the Park beyond a marketplace model and strengthens its role as a cultural gathering that reflects the creative identity of Burbank. In doing so, it supports local artists, enriches community engagement, and reinforces Magnolia Park as a creative destination.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

The Art Block will positively impact residents and visitors by providing a free, immersive arts experience within an already well-attended public event. With Holiday in the Park drawing approximately 15,000–20,000 attendees annually, the Art Block ensures that thousands of residents who may not typically attend gallery exhibitions will have direct access to visual and contemporary art in a welcoming and inclusive environment.

Currently, there is a gap between Burbank's strong creative community and accessible, high-visibility public exhibition opportunities. Many artists rely on limited gallery space, private events, or costly booth rentals to present their work. The Art Block addresses this gap by creating a curated, professionally presented platform specifically designed to highlight artistic practice rather than retail sales. This approach encourages deeper engagement with the arts and fosters community pride in local talent.

For visitors, the Art Block enhances the overall quality and diversity of Holiday in the Park, positioning the event not only as a seasonal celebration but also as a meaningful cultural experience. For the city, it reinforces Burbank's reputation as a center for creativity while strengthening connections between artists, residents, businesses, and community organizations. The program expands cultural access without increasing cost to attendees and ensures that artistic expression remains a visible and valued part of the community's public life.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The requested grant funds will be used to support the creation and operation of the Art Block within Holiday in the Park by offsetting the revenue that would otherwise be generated from vendor booth sales in the designated block and by covering the direct infrastructure costs required to present a professional-quality arts exhibition space.

Funds will be allocated toward large-scale tent rentals and installation, lighting and electrical infrastructure appropriate for gallery-style presentation, signage and wayfinding materials, artist registration and coordination systems, promotional materials specific to the Art Block, and on-site logistical support. A portion of the funds will also replace the standard booth fee revenue typically generated from that block, allowing participating artists to exhibit at no cost. This ensures financial sustainability for the broader Holiday in the Park event while removing economic barriers for artists.

All expenditures will be incorporated into Magnolia Park Events' established event budget and tracked through standard financial oversight procedures. The organization has extensive experience managing multi-vendor contracts, city compliance requirements, and event infrastructure expenses, ensuring that grant funds will be used efficiently and transparently.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the full amount of funding is not awarded, Magnolia Park Events will adjust the scale of the Art Block while maintaining its core mission of providing accessible exhibition space for local artists. Potential adjustments could include reducing the physical footprint of the Art Block, decreasing the number of tents or participating artists, modifying lighting or installation enhancements, or securing additional sponsorships specifically designated for the arts component.

The organization maintains strong relationships with local businesses, sponsors, and community partners and would actively pursue supplemental funding to bridge any shortfall. Magnolia Park Events also has the capacity to reallocate limited internal event resources if necessary to preserve the integrity of the program. However, full funding would allow the Art Block to reach its intended scope and impact without reducing artist participation or presentation quality.

Because the Art Block builds upon existing infrastructure and planning systems already in place for Holiday in the Park, even partial funding would still allow for implementation at a modified scale. The program is flexible by design and can be responsibly adjusted to align with available resources while still delivering meaningful community impact.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Friday, April 3, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Magnolia Park Events
Art Block Budget – Holiday in the Park 2026

Category	Description	Total
Tent Rental	Large-scale event tents configured for gallery-style exhibition space	$6,900
Installation & Setup	Delivery, installation, layout configuration, and breakdown of tents	$1,050
Lighting & Electrical	Gallery lighting, electrical service extension, distribution, and safety compliance	$1,500
Signage & Wayfinding	Art Block signage, artist identification materials, and directional signage	$750
Marketing & Promotion	Event marketing inclusion, social media promotion, printed materials, and outreach	$1,000
Insurance (Allocated Portion)	Pro-rated share of event insurance and compliance costs	$750
Revenue Replacement	Offset of lost vendor booth fees to provide free artist participation	$9,000
	Total Program Cost	$20,950

Budget Narrative
This budget reflects the direct costs required to transform a standard vendor block within Holiday in the Park into a curated, publicly accessible arts exhibition space. The largest expense categories include tent infrastructure and revenue replacement, which together enable the program to operate without charging participating artists. Lighting, signage, and marketing costs ensure that the Art Block is presented as a cohesive, professional, and highly visible component of the event. Installation and setup costs reflect standard event production requirements, while the allocated insurance portion represents the Art Block's share of overall event compliance and risk management expenses. Grant funding will allow Magnolia Park Events to replace vendor-generated revenue and reallocate that space toward cultural programming, ensuring the Art Block remains free, accessible, and impactful for both artists and the community.

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
April Williams

Title (If Applicable)
President and Executive Director

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Musicians at Play Foundation Inc.

Organization Address *
4804 Laurel Canyon Blvd. #

City *
Valley Village

State *
California

Zip Code *
91607

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Music is Instrumental Concert and Mentorship Program

Past Grant Type *

Community Events and Program Grant

Date Received *

May 22, 2025

Amount of Funds Received *

$ 4,000.00

Description of Organization. Please include the types of services the organization provides. *

Founded in 2015 by the family of renowned film composer John Williams, MAP is a vibrant community of world-class musicians and educators who partner with schools across Los Angeles County to provide tuition-free instrumental and vocal music instruction, coaching, and mentoring for youth ages 5-18, along with free or low-cost professional community concerts in underserved communities. It began with a single band class at New Roads HS in Santa Monica and has grown to include partnerships with schools and school districts in Burbank, Simi Valley, Los Angeles, Inglewood, and North Hills/Monroe Community, as well as music career training and apprenticeship programs serving young people ages 15-27. Over the past ten years, MAP programs have impacted more than 41,000 students, teachers, parents, and community members.

Its core instructional program, Artists in Schools, is facilitated by award-winning professional local musicians working in the film, concert hall, and recording industries in Los Angeles and globally. They provide mentorship and training through sequential workshops culminating in public performances. Fourteen music disciplines are taught, including Choral, Trumpet, Trombone, Tuba, Horn, Saxophone, Clarinet, Flute, Percussion, Bass, Cello, Viola, Violin, and Piano. All programs align with California Visual & Performing Arts Standards.

Our larger goal is to improve the creative workforce pipeline by aligning music education with paid, credentialed career pathways. To that end, we created two pre-professional industry training programs —RISE Film Scoring Orchestra and the Civic Orchestra of Los Angeles (CO-LA). And in April 2024, MAP was approved for a groundbreaking, federally recognized apprenticeship supporting twelve music occupations.

MAP has become a highly sought-after partner, recognized for high-quality instruction and youth engagement. The program instills confidence, builds teamwork, and prepares youth for a lifelong journey of creativity and growth. Additionally, MAP creates job opportunities for local teaching artists, contracting an average of 150 artists to support approximately 800 arts-related classes, workshops, events, and public programs annually. Nearly 70% of the annual budget goes directly to supporting professional teaching artists and mentors.

Mission or Purpose of the Organization. *

The mission of Musicians at Play (MAP) is to create career pathways into music industry fields for underserved youth through access to education, mentorship, and performance opportunities. Mentorship by world-class musicians and educators engages diverse communities through music, culminating in concerts to help benefit vulnerable and disadvantaged people across greater Los Angeles.

MAP's core values of Access, Excellence, Inspiration, and Equity ensure free access to underserved populations who have little to no ability to receive arts or music instruction. We affect positive social change through our programs, which enhance students' growth by developing imagination, language, reasoning, and intellectual curiosity.

In addition to serving students through one-on-one mentoring, the foundation promotes awareness of Los Angeles' diverse musical heritage to the public through its live professional performances. The concerts aim to strengthen and build diverse communities, support creative cultural expression, and raise funds for the organization's music mentorship programs.

Provide the Approximate Number of Burbank Residents Served. *

1000

Event/Program Name *

Music is Instrumental Concert and Mentorship Program

Amount of Funds Requested *

$ 10,000.00

Total Budget for Event/Program *

$ 25,000.00

Event/Program Duration *

Multiple Days

Start Date *

Feb 8, 2027

End Date *

Feb 20, 2027

Additional Date Details

The entire program runs for two weeks including mentorship sessions and culminating in final public concert event Feb 20, 2027.

Description of the Proposed Community Event/Program *

Musicians at Play requests funding to support the 2027 Music is Instrumental Concert and Mentorship Program serving the Burbank Unified School District (BUSD). Produced annually since 2016, with a two-year hiatus during the pandemic, this program showcases the incredible talent of our Burbank students and brings together family, friends, and the greater Burbank community in a celebration of their achievements. The free public concert takes place in February at Burbank High School's Wolfson Auditorium and is the culmination of two weeks of training and mentorship provided by professional musicians.

Approximately 85 instrumental students participate in the program from Burbank and John Burroughs High Schools (for the first time in 2025, the program also included select middle school students). MAP uses its expertise in arts education and music mentorship to guide the formation of two All-District Ensembles featured at the concert Including The All-District Symphonic Orchestra (75 Instrumental Students, 10 mentors/professional musicians) and The All-District Wind Ensemble (10 Instrumental Students, 2 mentors/professional musicians). 100 choir students may be added depending on schedules and project funding.

Burbank students participate in 3 sessions of training, mentoring, and rehearsing with professional musicians leading up to the culminating event. Students learned proper playing technique, practice strategies, phrasing, and interpretation, and sight-reading skills. MAP mentors are high-level studio musicians, concert artists, and educators working on major motion pictures and television as part of the Hollywood Studio Symphony Orchestra or members of premier orchestras and symphonies, including the LA Philharmonic, LA Opera, Pasadena Symphony, Hollywood Bowl Orchestra, and more. Students get the opportunity to perform the music of award-winning composers such as John Williams and Michael Giacchino, with repertoire such as Star Wars: Duel of the Fates, Tribute to the Film Composer, Olympic Fanfare, and Verdi Requiem: Dies Irae.

The partnership with MAP elevates the concert experience for both participants and audience members and ensures a high-quality, professionally produced event that attracts the greater Burbank community. Funds raised during the event's silent auction support BUSD instrumental programs. The City of Burbank would be recognized as a sponsor of the event through the Community Events and Program Grant.

Organizational Capacity

Question 1a *

Musicians at Play Foundation (MAP) has demonstrated a strong and sustained capacity to design and deliver high-quality music education programs and public performances that engage diverse communities. Since 2016, MAP's partnership with Burbank Unified School District (BUSD) has served as a cornerstone of its work and a model for expansion into additional school communities, including Inglewood Unified School District (IUSD) and Monroe Community of Schools (MCOS) in North Hills. MAP has also been vetted and approved to provide music education services within the Los Angeles Unified School District (LAUSD), reflecting the organization's credibility and readiness to operate at scale.

In addition to in-school programming, MAP produces a range of public-facing events that demonstrate its ability to successfully plan and execute performances for varied audiences. These include student showcases for IUSD families and community members, professional concerts at established venues, and large-scale public performances by the Civic Orchestra of Los Angeles (CO-LA), MAP's premier youth orchestra initiative. CO-LA brings together advanced student musicians from across Los Angeles County—including participants from Burbank—to rehearse and perform challenging repertoire in a professional setting.

MAP's programming is rooted in a commitment to community engagement and access. Across all initiatives, the organization prioritizes meaningful connections between students, professional musicians, and audiences, creating culturally enriching experiences that both reflect and serve the communities involved. The longevity of MAP's partnerships, the continued expansion of its programs, and its consistent delivery of performances and showcases demonstrate a proven track record of successful program execution.

This work is supported by a highly experienced leadership team. Founder and President April Williams brings over 20 years of experience in program development, strategic planning, and concert production. Donald J. Williams, Director of Orchestras, is a distinguished professional musician and educator who leads ensemble development and student assessment. Director of Program Operations David Perryman oversees program implementation and brings extensive experience as a teaching artist and ensemble director. Managing Director Cindy Pease provides governance and development expertise, strengthening MAP's organizational effectiveness and community connections. Together, this team ensures that MAP's programs are thoughtfully designed, professionally executed, and responsive to community needs.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

MAP's ability to consistently deliver successful programs is supported by strong management practices, strategic partnerships, and a fiscally responsible operating model. The organization has intentionally built a lean administrative structure that maximizes program impact while minimizing overhead. By leveraging long-term volunteer leadership alongside key contracted staff and consultants, MAP is able to direct the majority of its resources toward program delivery and community engagement.

MAP's longstanding partnerships are central to its stability and success. Its ongoing collaboration with Burbank Unified School District provides a consistent programmatic foundation and deep community ties within the City of Burbank. Partnerships with IUSD, MCOS, and LAUSD further demonstrate MAP's ability to build trust and deliver results across multiple communities and institutional contexts. These relationships not only expand MAP's reach but also provide shared resources, participant pipelines, and built-in audiences for performances and events.

Additionally, MAP collaborates with professional venues, teaching artists, and community stakeholders to produce performances that are both high-quality and accessible. These partnerships enhance program visibility, strengthen community engagement, and contribute to the overall sustainability of MAP's work.

Through a combination of prudent financial management, experienced leadership, and strong institutional and community partnerships, MAP is well-positioned to continue delivering impactful, well-executed programs that benefit Burbank residents and the broader region.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The Music is Instrumental Annual All-District Concert is a culminating public performance scheduled for February 2026 that showcases the talent and growth of student musicians across the Burbank Unified School District (BUSD). The event is approximately two hours in length, plus intermission, and features the All-District Orchestra and Wind Ensemble. The program is designed to both elevate student musicianship and engage the broader community through a high-quality, professionally produced concert experience.

Project Goals:
- Deliver instrumental training, coaching, and mentorship that expand students' technical skills, confidence, and awareness of potential career pathways in music and related fields.
- Provide a platform for students to perform in a professional concert setting, reinforcing high standards of artistic excellence.
- Engage Burbank residents and families through a community-centered event that highlights the strength and diversity of BUSD's music programs.

Methodology and Approach:
MAP works in close collaboration with BUSD music educators to assess student skill levels, select appropriate repertoire, and design a rehearsal process that supports both individual growth and ensemble cohesion. Professional teaching artists and musicians provide targeted mentorship through sectional coaching and rehearsals, supplementing in-school instruction. The program culminates in a fully produced concert that mirrors a professional performance environment, giving students meaningful real-world experience while offering audiences a dynamic and culturally enriching event.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

The proposed program is highly feasible based on MAP's established partnership with Burbank Unified School District and its proven track record of successfully producing the Music is Instrumental concert. The event follows a well-tested model with clearly defined roles, timelines, and production elements.

MAP ensures effective implementation through early planning and close coordination with BUSD leadership and Annie Cavanaugh, Instrumental Music Director at Burbank High School. Critical components—including repertoire selection, rehearsal scheduling, and venue logistics—are confirmed in advance to support a smooth and timely process.

The organization leverages experienced staff, professional teaching artists, and long-standing partnership to deliver the program efficiently. Building on this existing infrastructure and consistent annual timeline, MAP is well-positioned to execute the project successfully within the available resources and timeframe.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

MAP follows a structured, multi-phase work plan to ensure timely and successful program delivery:

September - October 2026 – Planning and Program Development
- Meet with BUSD leadership, including the Arts/CTE Coordinator and high school music staff
- Finalize program scope, schedule of activities, and service agreements
- Conduct student skills assessments and identify ensemble needs
- Begin repertoire selection and initial project planning meetings

November 2026 - January 2027 – Program Preparation
- Finalize repertoire and secure music (from MAP library or new purchases)
- Confirm conductors, teaching artists, and rehearsal schedules
- Distribute music to students and begin preparation
- Launch BUSD-led and MAP-supported marketing and community outreach

- Continue regular planning and coordination meetings

February 2027 – Rehearsals and Event Execution
- Implement core program activities, including in-school sectional coaching sessions with professional mentors and rehearsals
- Execute coordinated marketing and outreach, including e-blasts and community promotions
- Produce and present the public concert event (approximately two hours plus intermission)

March 2027 – Evaluation and Reporting
- Conduct post-event evaluation with BUSD partners and MAP staff
- Gather feedback from participants and stakeholders
- Assess outcomes and identify opportunities for program improvement

Deliverables:
- Approximately 10 structured instructional and rehearsal sessions
- One fully produced public concert event
- Student participation across multiple ensembles and schools
- Community engagement through event attendance and outreach
- Post-event evaluation and internal reporting

This phased approach, combined with MAP's experience delivering similar programs, ensures that all components are completed on time and at a high level of quality.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The Music is Instrumental Concert and Mentorship Program addresses the need for sustained, high-quality arts education and meaningful youth engagement opportunities within the Burbank community. While Burbank Unified School District (BUSD) maintains strong music programs, additional resources and professional mentorship are essential to ensure students can access advanced training, real-world experiences, and pathways into creative careers.

This program enhances existing school-based instruction by providing students with access to professional musicians, targeted coaching, and a culminating performance experience that mirrors industry standards. These opportunities help bridge the gap between classroom learning and real-world application, particularly for students interested in pursuing music or related fields.

The culminating concert event directly supports the City of Burbank's goal of fostering community engagement by creating a large-scale, community-centered cultural event that brings residents together around a shared experience. It transforms the work happening within Burbank Unified School District (BUSD) music programs into a professionally presented performance that is accessible to the broader community. This creates an opportunity for residents to engage with and take pride in the accomplishments of local youth while strengthening connections between schools and the community at large.

By featuring collaborative performances across multiple schools and ensembles, the concert fosters a sense of unity and shared ownership, encouraging cross-community participation and attendance. In addition to its cultural value, the event promotes intergenerational engagement by bringing together audiences of all ages, from students and peers to families, educators, and arts supporters. This broad appeal helps expand access to the arts as a communal experience, rather than one limited to classroom settings.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

The Music is Instrumental program generates meaningful impact for both Burbank residents and visitors by offering a unique combination of education, mentorship, and public performance that is not widely available through other local programs.

One key gap the program addresses is access to career-connected arts learning. Since 2016,

Musicians at Play has integrated mentorship from working professional musicians into the program, providing students with exposure to the creative economy and viable career pathways. As a result, some participating students have gone on to work as instrumentalists and vocalists on professional film and television projects—an uncommon and impactful outcome for high school arts programming.

The program also fills a gap in large-scale, community-centered performance opportunities that highlight student achievement at a high level. While school concerts are common, this event elevates the experience through cross-school collaboration, advanced repertoire, and professional production values, creating a more inclusive and aspirational platform for students and a more engaging experience for audiences.

For residents, the concert offers a high-quality cultural event that is rooted in the local community, strengthening connections between schools, families, and the broader public. For visitors, it contributes to Burbank's identity as a hub for arts, media, and creative talent, reinforcing the City's cultural and economic vitality. Additionally, the program supports the local arts ecosystem by engaging professional musicians, teaching artists, and production personnel, contributing to a sustainable creative workforce.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The Music is Instrumental Concert and Mentorship Program is a collaboration between MAP and BUSD. The project budget submitted represents the expenses incurred by MAP and the income received to offset those expenses. Any income from ticket sales ($20 general admission, $35 reserved, $10 students and seniors) goes to BUSD to support instrumental programs in the district.

MAP plans to use funds from the Community Events and Program Grant to support our professional conductor/mentor fees for the program, the single highest cost ($13,100), maintaining the level of professional mentorship BUSD students deserve, and ensuring the highest artistic presentation for the Burbank community. Other project personnel are covered by Musicians at Play, including:
- Salaried Personnel: MAP's Executive Director and Director of Program Operations (3% time) who are both involved in helping to organize components of the project, including planning, scheduling, booking mentors, and payroll.
- Non-Salaried Personnel: Director of Orchestra ($2.5K) who works closely with the district to review and assess skills, develop the repertoire, and determine orchestra needs.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

In the event full project funding is not secured, MAP may seek additional funding or modify the scope of the project by reducing the rate our professional artists receive and/or the number of mentors involved.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Musicians at Play
FOUNDATION

Musicians at Play Foundation, Inc.
Burbank Community Event Grant Application

Music is Instrumental Mentorship and Concert Program
Project Budget

INCOME	Amount	Budget Note
City of Burbank	$ 10,000	Community Events and Program Grant Request
MAP Funding Commitment	$ 15,000	Donations/Grants/Reserves allocated to the project
TOTAL INCOME	$25,000	
EXPENSES	**Amount**	**Budget Note**
Program Personnel - Salaried	$ 5,000	ED and Director Program Operations (3% of salary)
Program Personnel - Non-Salaried	$ 2,500	Director of Orchestra ($2.SK)
Artist Fees	$13,100	Mentors ($225 x 3 sessions x 12 = $8,100), Conductor ($SK)
Production Cost - Music	$ 2,500	Music rights for selected repertoire and printing
Marketing	$ 500	
Videography	$ 1,000	Professional video documentation
Photography	$ 400	Professional photographer
TOTAL EXPENSES	$25,000	

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Rebecca Newcomer

Title (If Applicable)
Director Of Operations

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Salit Foundation

Organization Address *
1001 W. Riverside Dr.

City *
Burbank

State *
California

Zip Code *
91506

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Burbank Creative Collective

Past Grant Type *

Community Events and Program Grant

Date Received *

Jan 6, 2026

Amount of Funds Received *

$ 3,000.00

Description of Organization. Please include the types of services the organization provides. *

The Salit Foundation is a 501(c)(3) nonprofit organization based in Burbank, committed to enriching lives through music, interdisciplinary arts, and community connection. While we support a range of artistic disciplines, our primary focus is on presenting and nurturing music at the highest artistic level—offering professional-quality performances, fostering musical excellence, and creating access to world-class artistry for the local community.

We serve a broad and diverse population—including youth, adults, and professional artists—through public performances, educational initiatives, and collaborative programs that reflect and uplift the creative spirit of our city. Our mission is to inspire creativity across generations, support continuous artistic growth, and provide meaningful cultural experiences that are accessible to all.

From concerts and master classes to visual art showcases and artist residencies, our programming is designed to nurture talent, encourage collaboration, and celebrate the role of the arts in strengthening community life. Signature programs like the Burbank Creative Collective bring together musicians, visual artists, educators, and audiences in dynamic, inclusive events that reflect the depth and diversity of Burbank's creative landscape.

Mission or Purpose of the Organization. *

The Salit Foundation empowers musicians by cultivating knowledge, fostering passion, and providing opportunities for growth and success—giving back to our community through premiere musical performances.

Provide the Approximate Number of Burbank Residents Served. *

500

Event/Program Name *

Meet the Orchestra (Instrument Petting Zoo)

Amount of Funds Requested *

$ 3,200.00

Total Budget for Event/Program *

$ 5,500.00

Event/Program Duration *

Single Day

Start Date *

Feb 3, 2027

End Date *

Feb 3, 2027

Additional Date Details

This date may change depending on the availability of both parties, but we typically hold one event early in the year and another in the summer.

Will be in either February or August.

Description of the Proposed Community Event/Program *

In collaboration with the Burbank Public Library and Bertrands Music, the Salit Foundation will present this event as part of its ongoing commitment to community-based arts education.
This event, "Meet the Orchestra," is designed for young children to hear, play, explore, and begin their musical journey. Included in this event are:
- A short musical presentation, where musicians talk about their instruments, how they started playing, and perform a short piece.
- Children will be able to ask questions and inquire about different aspects of being a musician.
- An Instrument Petting Zoo, where children can explore different instruments through a hands-on approach at various stations.
- Continuing education: each child will leave with literature and a small, high-quality instrument—such as a recorder or small ukulele—to help continue their exploration into music.

Organizational Capacity

Question 1a *

The Salit Foundation has a strong capacity to successfully execute community-based programs, supported by a dedicated team of staff and volunteers who are consistently present and engaged at our events. At our most recent Instrument Petting Zoo, held at the Burbank Public Library, we welcomed over 80 children and their families. The event was supported by seven staff members and volunteers, whose involvement was a key factor in its success.
In addition, we partnered with Bertrand's Music, further strengthening the quality and reach of the program through community collaboration. Due to the positive response and strong attendance, we have scheduled a second Instrument Petting Zoo this August.
Through continued community partnerships, reliable staffing, and demonstrated success in past events, the Foundation is well-positioned to carry out this program effectively and with meaningful impact.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

The Salit Foundation supports its programs through a combination of careful financial management, community partnerships, and a collaborative approach to staffing and resources. As a small organization, we are intentional with how funds are allocated, ensuring that resources are directed toward program quality and meaningful community impact.
Our management practices emphasize planning, communication, and hands-on involvement from both staff and volunteers, which allows us to execute programs efficiently while maintaining a high level of engagement.
Partnerships play a significant role in our ability to deliver successful programs. Our ongoing collaboration with the Burbank Public Library provides an accessible and trusted community space, while partnerships with organizations such as Bertrand's Music enhance the depth and quality of the experience we offer.
Together, these elements allow the Foundation to remain stable, responsive, and well-equipped to deliver programs that are both impactful and sustainable.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The proposed program, “Meet the Orchestra,” is designed to introduce young children to music through a combination of live performance, hands-on exploration, and personal engagement. The goal of the program is to provide children with a meaningful first experience with musical instruments—one that encourages curiosity, builds confidence, and allows them to begin forming a personal connection to music.

The program begins with a short, live musical presentation, where musicians introduce their instruments, share how they started playing, and perform a brief piece. Children are encouraged to ask questions throughout, creating an interactive environment where learning happens through both listening and direct engagement.

Following the performance, children participate in an Instrument Petting Zoo, where they can explore a variety of instruments through a guided, hands-on approach. This portion of the program allows children to move beyond observation and begin discovering how each instrument feels and sounds when they engage with it directly.

The program is designed to be both structured and flexible, allowing children to explore at their own pace while being supported by musicians, staff, and volunteers. The overall approach focuses on creating a positive and memorable first experience with music—one that emphasizes exploration, connection, and accessibility.
To support continued engagement, each child leaves with literature and a small instrument, such as a recorder or ukulele, providing a simple and tangible way to continue their musical exploration beyond the event.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

The Salit Foundation ensures that this project is feasible through careful planning, existing community partnerships, and a proven track record of executing similar events. This program builds directly on a model that has already been successfully implemented at the Burbank Public Library, allowing us to refine and expand an approach that is both realistic and effective.

The timeline for this project is manageable, as the Foundation has already established relationships with key partners, including the Burbank Public Library and collaborating organizations. With a second event already scheduled, much of the logistical framework—such as staffing, setup, and program flow—is already in place.
The program is supported by a reliable team of staff and volunteers who are familiar with the structure and needs of this type of event. Their continued involvement allows for efficient coordination and execution without overextending resources.

By building on an existing program, maintaining strong community partnerships, and utilizing a consistent and experienced team, the Foundation is able to ensure that this project remains both feasible and sustainable within the available resources and timeline.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

The work plan for “Meet the Orchestra” is based on a program model that has already been successfully implemented and will be carried out through a clear and manageable timeline.
Planning and Coordination (2–3 months prior to event):

The Foundation will confirm the event date with the Burbank Public Library and coordinate with participating musicians, staff, and partners, including Bertrand’s Music. During this time, we will finalize the program structure, confirm instrument availability, and ensure all materials and resources are in place.

Program Preparation (1 month prior to event):
Staff and volunteers will be assigned roles, and final logistics will be reviewed, including setup, flow of the event, and instrument stations. Educational materials and take-home instruments (such as recorders or ukuleles) will be prepared and organized.

Event Execution (Day of Event):
The program will begin with a short musical presentation and interactive discussion, followed by the Instrument Petting Zoo. Staff and volunteers will guide children through the experience, ensuring both engagement and safety. Each child will receive materials and an instrument to support continued exploration.

Deliverables:
- One fully executed community event at the Burbank Public Library
- Participation of musicians, staff, volunteers, and community partners
- Hands-on musical experience for attending children
- Distribution of take-home instruments and educational materials
- Engagement with local families and community members

Feasibility:
This program is highly feasible, as it builds on a previously successful event with established partnerships, a reliable team, and a clear structure. The Foundation has the necessary experience, staffing, and community support to carry out the program effectively within the proposed timeline.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The “Meet the Orchestra” program addresses a growing need in the Burbank community for accessible, hands-on arts experiences for children and families. While Burbank has a strong creative identity, many children do not have regular access to live music or the opportunity to interact directly with musical instruments in a meaningful way.

By partnering with the Burbank Public Library, this program is placed in a familiar and accessible community space, allowing families from a wide range of backgrounds to participate. The event removes common barriers to arts education by providing free or low-cost access to high-quality musical experiences, guided by professional musicians.

In addition, the program responds to the increasing need for creative, in-person engagement for children. As more of their time is spent in digital environments, opportunities for hands-on exploration and real-world artistic connection become even more important. This program encourages curiosity, creativity, and self-expression through direct interaction with music.

By offering both an introduction to live performance and a hands-on experience with instruments, the program supports early arts exposure, fosters community engagement, and provides a meaningful entry point into music for children who may not otherwise have access.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

The “Meet the Orchestra” program will provide a meaningful and accessible arts experience for both residents and visitors by creating a space where children and families can engage directly with live music. Through performance, interaction, and hands-on exploration, the event offers an experience that is both educational and personal, allowing participants to connect with music in a way that is often not available to them.

For many families, opportunities to hear live instruments and interact with professional musicians are limited, particularly in informal and welcoming community settings. This program addresses that gap by bringing high-quality musical experiences into a familiar and accessible space through our partnership with the Burbank Public Library.

In addition to exposure, the program offers a level of engagement that goes beyond observation. Children are not only hearing instruments, but also trying them, asking questions, and beginning to form a personal connection to music. This type of hands-on, guided experience is not widely available and fills an important gap between passive arts consumption and active participation.

By creating an environment that is open, engaging, and community-centered, the program

supports cultural enrichment, encourages creative exploration, and provides a valuable entry point into the arts for both residents and visitors to Burbank.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The requested grant funds will be used to directly support the planning and execution of the "Meet the Orchestra" program, ensuring that the event is both high-quality and accessible to the community.
Funds will primarily be allocated toward musician compensation, allowing professional artists to participate in both the performance and hands-on instruction portions of the event. Supporting musicians at a fair rate is essential to maintaining the artistic integrity of the program and providing children with a meaningful musical experience.

Additional funding will support the purchase of instruments and materials used during the Instrument Petting Zoo, as well as take-home instruments—such as recorders or ukuleles—so that each child can continue their musical exploration beyond the event.

A portion of the funds will also be used for program supplies and logistics, including setup materials, printed educational literature, and any necessary equipment to ensure a safe and organized environment for participants.

Finally, funds may be used for community outreach and promotion, helping to ensure that the program reaches a broad audience of local families and remains accessible to those who may not otherwise have access to arts programming.

All funds will be used thoughtfully and directly in support of program delivery, with a focus on creating a meaningful, engaging, and sustainable experience for the Burbank community.

Proposed Budget;
Musician Compensation (7 musicians)
$2,100
($300 per musician for performance + station facilitation)

Administrative Support (2 staff)
$400
($200 each for planning, coordination, and day-of execution)

Take-Home Instruments & Materials
$400
(Small instruments such as recorders/ukuleles + printed music books for approximately 150–175 children)

Marketing & Outreach
$150
(Posters, flyers, and community promotion)

Event Supplies & Printing
$150
(Day-of materials, signage, and additional printed materials)

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the full amount of funding is not awarded, the Salit Foundation will still move forward with the "Meet the Orchestra" program by adjusting the scale of the event while maintaining its core components.
The primary impact would be on the number of participating musicians, the quantity of

instruments available for the Instrument Petting Zoo, and the number or type of take-home instruments provided to children. However, the overall structure of the program—including the performance, interactive elements, and hands-on experience—would remain intact.

To manage any funding gap, the Foundation would look to secure additional support through community partnerships, in-kind donations, and internal resources. We have previously worked with partners such as Bertrand's Music and will continue to build on those relationships to help offset costs where possible.
Our goal is to preserve the quality and integrity of the experience while remaining flexible and responsive to available resources. Even at a reduced scale, the program will continue to provide meaningful access to music and a positive experience for participating children and families.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

			2026 Plan		DIFFERENCE	
REVENUE		4-8 events build development team				
	line items					
Revenue						
1	membership dues				$ -	
2	board dues				$ -	
3	website ads				$ -	
4	fund raising/auction merchandise		$ 5,000.00		$ 5,000.00	Auctions & Raffles
5	ticket sales (300 x 22.50)		$ 6,750.00		$ 6,750.00	300 tickets at avg, 22.50 for encore concert series
6	sponsors		$ 20,000.00		$ 20,000.00	
7	web & program ads		$ 500.00		$ 500.00	
8	merchandise		$ 800.00		$ 800.00	Bags, T-shirt etc..
9	foundation grants		$ 8,000.00		$ 8,000.00	City of Burbank, Art's Commission
10	CD interest		$ 3,840.00		$ 3,840.00	
11	season program ads		$ 5,000.00		$ 5,000.00	15 ads
12	donors		$ 20,000.00		$ 20,000.00	Iba = 10,000
13	matching donations		$ 5,000.00		$ 5,000.00	
14	festival income		$ 15,000.00		$ 15,000.00	
15	competitions		$ 2,500.00		$ 2,500.00	approx. 26 applicants for Iba-Tenorio Competition
16	other				$ -	
Total revenue			$ 92,390.00		$ 92,390.00	
Expenses						
17	Executive Director				$ -	
18	ADMIN WORK		$ 16,000.00		$ 16,000.00	Rebecca & Isabel
19	Development / GRANT WRITER		$ 1,500.00		$ 1,500.00	
20	Accountant fees				$ -	
21	outside services				$ -	
22	Board/event Insurance		$ 500.00		$ 500.00	
23	Music Union fees				$ -	We do non-union events
24	Rent				$ -	
25	Dinner/Lunch - Board Member		$ 500.00		$ 500.00	
26	subscriptions /dues				$ -	
27	travel				$ -	
28	office expense		$ -		$ -	
29	pc and internet		$ -		$ -	
30	web fees / maint		$ 750.00		$ 750.00	Wix Website, e-mail marketing through wix
31	seminar fees				$ -	
32	appreciation gifts volunteers		$ 1,000.00		$ 1,000.00	
33	bank fees		$ 250.00		$ 250.00	
Total Admin			$ 20,500.00		$ 20,500.00	
34	artist fees		$ 1,500.00		$ 1,500.00	Narrator, Maestro etc..
35	orchestra fees		$ 24,000.00		$ 24,000.00	2 children's concerts, and one normal ticketed concert
36	transportation				$ -	
37	~~royalties clearance~~				$ -	
38	~~set designer~~				$ -	
39	~~lighting designer~~				$ -	
40	~~sound designer~~				$ -	
41	~~projection tech designer~~				$ -	
42	~~costumes props scenic~~				$ -	
43	~~production mgr~~				$ -	
44	~~tech crew~~				$ -	
45	theatre rental		$ 15,000.00		$ 15,000.00	RENT TO CONSERVATORY - CUT IN HALF FROM 2025
46	equipment rental PIANO TUNING		$ -		$ -	Paid through Conservatory
47	other		$ 1,000.00		$ 1,000.00	
Total Artist			$ 41,500.00		$ 41,500.00	
48	hospitality/ RECEPTION		$ 2,000.00		$ 2,000.00	After Concert Dinner, Board Members
49	catering				$ -	
50	raffle expense MERCH BUYOUT		$ 500.00		$ 500.00	
51	reception/FUNDRAISING				$ -	
52	~~security/OUTSIDE SERVICES~~				$ -	
53	parking		$ -		$ -	Free

54	vip seating staff				$	-	
55	charitable donations				$	-	
Total Audience			$ 2,500.00		$	2,500.00	
56	Publicist				$	-	
57	photography		$ 500.00		$	500.00	
58	video		$ 1,500.00		$	1,500.00	Avg. Concert is 350
58	graphic Design/printing		$ -		$	-	Design is done in-house
59	Printing		$ 500.00		$	500.00	
60	Digital Ads		$ 200.00		$	200.00	
61	Advertising & Promotion		$ 500.00		$	500.00	
62	mailing, postage, street team				$	-	
63	supplies		$ 250.00		$	250.00	
64	Other				$	-	
total marketing & promotion			$ 3,450.00		$	3,450.00	
65	legal aid/ retainer				$	-	
66	medical aid				$	-	
67	mentor staff/event				$	-	
68	insurance				$	-	
69	ascap bmi sesac				$	-	
70	License Fee				$	-	
71	AWARDS SCHOLARSHIPS		$ 1,500.00		$	1,500.00	
72	taxes & license				$	-	
total other			$ 1,500.00		$	1,500.00	
					$	-	
					$	-	
Total Expenses			$ 69,450.00		$	69,450.00	
					$	-	
Net Diff			$ 22,940.00		$	22,940.00	

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Amy Taylor

Title (If Applicable)
Acting Scout Executive

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Verdugo HIlls Council, Boy Scouts of Amerca

Organization Address *
421 North Glendale Avenue

City *
Glendale

State *
California

Zip Code *
91206

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Bike Rodeo

Past Grant Type *

Community Events and Program Grant

Date Received *

Jun 1, 2025

Amount of Funds Received *

$ 1,000.00

Description of Organization. Please include the types of services the organization provides. *

Scouting America (formerly the Boy Scouts of America, or BSA) is one of the nation's largest and most prominent values-based youth development organizations. Founded in 1910 and chartered by Congress, the organization provides a program for community organizations that offers character, citizenship, and personal fitness training for youth.

Mission or Purpose of the Organization. *

The mission of Scouting America is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Law.

Provide the Approximate Number of Burbank Residents Served. *

400

Event/Program Name *

Rain Gutter Regatta/Water safety

Amount of Funds Requested *

$ 2,000.00

Total Budget for Event/Program *

$ 6,625.00

Event/Program Duration *

Single Day

Start Date *

Jul 1, 2026

End Date *

Jul 1, 2026

Additional Date Details

The Verdugo Hills Council will host a one-day youth engagement event focused on fun, learning, and water safety education. The event will feature rain gutter boat racing, a hands-on and interactive activity where participants design, build, and race small boats using simple materials.

The program will serve two age groups: children ages 5 to 10 and youth ages 11 to 18. Activities will be tailored to be age-appropriate, ensuring that all participants can engage meaningfully while building confidence, teamwork, and problem-solving skills.

Description of the Proposed Community Event/Program *

In addition to the excitement of friendly competition, the event will incorporate essential water safety education. Youth will learn foundational principles such as safe behavior around water, basic rescue awareness, and the importance of preparedness in aquatic environments. By combining recreation with education, the program aims to reinforce life-saving knowledge in a fun and memorable way.

This event will provide a safe, inclusive environment where young people can connect with peers, develop new skills, and gain awareness of water safety practices that can benefit them and their communities for years to come.

Organizational Capacity

Question 1a *

Verdugo Hills Council has a proven track record of successfully planning and delivering high-quality youth programs that engage diverse communities and promote skill-building, leadership, and personal development. Serving youth and families throughout the region, the Council regularly organizes events, camps, and educational activities that emphasize safety, inclusion, and hands-on learning.

The Council's experienced staff and dedicated volunteers bring a wealth of expertise in youth development, outdoor programming, and event coordination. Many team members are trained in safety protocols, risk management, and age-appropriate program delivery, ensuring that all activities are conducted in a structured and secure environment. In addition, the organization partners with community leaders, educators, and subject matter experts to enhance program quality and relevance.

Verdugo Hills Council has successfully executed numerous large-scale and small-group events, including seasonal camps, leadership trainings, community service projects, and activity-based learning programs. These events consistently demonstrate strong participation, effective organization, and positive outcomes for youth and families.

Through established systems for planning, volunteer coordination, and program evaluation, the Council is well-equipped to implement engaging and impactful events. Its history of community engagement and commitment to continuous improvement position Verdugo Hills Council to successfully execute programs that meet both educational and recreational goals

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Verdugo Hills Council also benefits from strong partnerships with local schools, community organizations, and dedicated volunteers. These collaborations enhance program delivery by providing additional expertise, resources, and outreach opportunities. Community partners often support recruitment efforts, provide program space, and contribute to specialized programming, such as safety education and skill-building activities.

Our organization follows established financial management policies, including regular budgeting, expense monitoring, and financial oversight to ensure accountability and transparency. Funds are allocated strategically to prioritize program quality, safety, and accessibility. In addition, the organization adheres to compliance standards and reporting requirements, reinforcing responsible stewardship of all funding sources.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The proposed program is a one-day Rain Gutter Boat Racing Event designed to provide youth ages 5–18 with a fun, hands-on experience that also promotes water safety awareness in two age group.

Goals:
The program aims to (1) engage youth in a safe and interactive activity, (2) increase knowledge of basic water safety, and (3) build teamwork, creativity, and problem-solving skills.

Methodology & Approach:
Participants will design, build, and race small boats using rain gutter tracks, working individually or in teams. The event will also include brief, age-appropriate water safety instruction led by trained staff and volunteers. Activities will be organized by age group to ensure accessibility, engagement, and safety.

Measurable Outcomes:

Serve approximately 50–100 youth participants.
At least 80% of participants will demonstrate increased understanding of basic water safety concepts through informal assessment or discussion.
At least 75% of participants will successfully complete a boat design and participate in a race.
90% of participants will report a positive experience and increased confidence in teamwork and problem-solving skills.

This combined approach ensures a meaningful, engaging program that delivers both educational and recreational benefits to youth.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

Verdugo Hills Council will ensure the project is feasible through:

A clear timeline for planning, preparation, and event execution
Experienced staff and volunteers assigned to defined roles
Use of low-cost, readily available materials and existing resources
Advance coordination of supplies, registration, and logistics
Support from community partners and volunteers

These measures ensure the event is completed successfully within available resources and the planned timeframe.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Work Plan, Timeline, Deliverables, and Feasibility

1. Planning Phase (4–6 weeks before event)

Finalize event date, location, and program structure
Develop an activity plan, safety protocols, and staffing assignments
Secure materials and supplies (rain gutters, boat-building materials, safety items)
Coordinate with partners and recruit volunteers
Launch participant outreach and registration

Deliverables: Event plan, confirmed venue, secured materials, volunteer roster, and registered participants.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The Rain Gutter Boat Racing Event addresses the needs of the Burbank community by providing a low-cost, accessible program that offers youth a safe and structured recreational activity outside of school. It incorporates age-appropriate water safety education, helping participants build awareness of safe behaviors around water. The event also promotes teamwork, creativity, and social connection, bringing together youth from diverse backgrounds in a positive community setting.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

The Rain Gutter Boat Racing Event addresses the needs of the Burbank community by providing an accessible, no-cost-effective opportunity for youth to engage in safe, structured, and educational recreation. Many families seek affordable programs that offer both enrichment and supervision, and this event creates a welcoming space for youth of all backgrounds to participate.

The program also responds to the need for increased awareness of water safety, an important life skill in California. By incorporating age-appropriate safety education, the event helps equip youth with knowledge that can prevent accidents and promote responsible behavior around water.

In addition, the event fosters community connection by bringing together youth and families in a positive, inclusive environment. It supports youth development by encouraging teamwork, creativity, and confidence-building—key needs identified by local schools and community organizations.

Overall, the program meets the community's need for accessible youth programming, safety education, and opportunities that strengthen social connections and personal growth.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The requested grant funds will be used to support the planning and execution of the Rain Gutter Boat Racing Event, ensuring a safe and engaging experience for all participants.

Funds will be allocated to:

Program supplies: Rain gutters, boat-building materials, tools, and consumables.
Safety equipment: Basic first aid and materials to support a safe environment.
Event operations: Facility use, setup, and event-day materials (tables, signage, equipment).
Staffing and volunteer support: Coordination, training, and supervision to ensure proper program delivery.
Educational materials: Resources for water safety instruction.

These expenses directly support program delivery and participant experience, enabling Verdugo Hills Council to successfully implement the event.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the organization is not awarded the full amount requested, the Rain Gutter Boat Racing Event will still proceed, but adjustments may be necessary to align the program with available resources. Verdugo Hills Council would manage any funding gap through a combination of the following strategies:

Securing additional funding: Pursuing alternative grants, sponsorships, or community donations to help offset costs.
In-kind support: Leveraging volunteer time, donated materials, and existing organizational resources to reduce expenses.
Modifying the event scope: Adjusting the number of participants, limiting certain materials or components, or scaling back non-essential elements of the event while maintaining core program activities.

While reduced funding may limit the scale or number of participants served, the Council remains committed to delivering a safe, high-quality event that achieves its primary goals of youth engagement and water safety education.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

rental	750	park
Advertising	500	Social Media
Rental Equipment	$500	Porta Potty And Sound
Boats per child	$500	1000youth at 5 ea. .
boat race track	$125	4 tracks
Participant Recognition	$1,000	Give away
Admin overhead	$500	Staff
Heath and safety	$1,000	water safety info
Food	$500	Water and snacks
Insurance	$250	one day
Craft Supplies	$500	decorate your boat
	6125	

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *: Jennie Pierson

Title (If Applicable): Operations & Programs Coordinator

Phone *: [redacted]

Email *: [redacted]

Organization's Information

Organization Name *: Burbank Arts & Education Foundation

Organization Address *: 510 South Shelton Street

City *: Burbank

State *: California

Zip Code *: 91506

Has the organization received funding from the City of Burbank in the past? *

No

Description of Organization. Please include the types of services the organization provides. *

The Burbank Arts & Education Foundation (BAEF) is a Burbank-based 501(c)(3) nonprofit dedicated to inspiring community investment in meeting the diverse educational needs of every Burbank Unified School District student. In 2025, nominated by Assemblymember Nick Schultz, BAEF was recognized as

a California Nonprofit of the Year by California Association of Nonprofits.
Twice each year, the Burbank Arts & Education Foundation awards grants to Burbank's TK-12 public school teachers, staff, and administrators, providing critical funding that enhances learning opportunities across the district. To date, BAEF has awarded more than $1.6 million in grants, benefiting approximately 13,000 students and expanding access to high-quality educational resources and experiences. These grants support initiatives in areas such as arts education, STEM learning, and student safety and wellness, including projects like the creation of an outdoor classroom at Edison Elementary School, math manipulatives and library enhancements and musical instruments to the high school band and orchestra programs.
In addition to grantmaking, BAEF develops programs that directly support students and families. These include the College Essay Workshop for rising seniors, which helps students navigate the college application and essay-writing process; student internships through BUSD's Workability program that builds workplace and digital skills; and community education initiatives, including health and wellness webinars in collaboration with UCLA Health.

Mission or Purpose of the Organization. *

The Burbank Arts and Education Foundation is the only organization that raises funds for all Burbank public schools. Our mission is to engage and inspire the community to invest in meeting the diverse educational needs of every Burbank Unified School District student.

Provide the Approximate Number of Burbank Residents Served. *

13000

Event/Program Name *

College Essay Workshops

Amount of Funds Requested *

$ 7,900.00

Total Budget for Event/Program *

$ 8,670.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 13, 2026

End Date *

Jul 31, 2026

Additional Date Details

Description of the Proposed Community Event/Program *

During the summer of 2026, BAEF will host two week-long College Essay Writing Workshops for students entering their senior year of high school. These workshops help students develop compelling and authentic personal statements, a critical component of the college admissions process.

Building on the success of BAEF's inaugural 2025 workshop, the program is expanding to two sessions to meet strong student demand and serve more Burbank students. While open to all students, reduced pricing will be offered to those attending Burbank Unified School District schools. Registration fees are set at $325 per workshop for Burbank Unified School District students and $400 for non-BUSD students.

Each workshop will be held virtually in partnership with Quantum Tutors, serving 15–20 students per session and focusing on different components of college applications:

Workshop 1 (July 13–17, 2026): Common Application Personal Essay – students will engage in brainstorming, outlining, drafting, and revising to craft a personal narrative reflecting their experiences and growth.

Workshop 2 (July 27–31, 2026): University of California Personal Insight Questions – students will learn strategies for responding to prompts, drafting multiple PIQs that highlight leadership, initiative, intellectual curiosity, and personal development.

Across both workshops, students will engage in structured writing exercises, group discussions, and individualized feedback. By the end of each session, participants will leave with working drafts of their essays and a clear roadmap for completing their college applications.

The workshops will be led by Hayley Burke, an experienced college admissions professional and Director of College Counseling, who previously served as Assistant Director of Admissions at a top university. With over a decade of experience guiding students through admissions, she provides expert insight into what colleges look for in application essays.

Compared to similar programs, which often cost $500–$1,300 or more, BAEF's workshops are offered at a significantly lower cost to make this critical guidance accessible to local families. By starting essay preparation before senior year, the workshops reduce stress, build confidence, and help students present their authentic voices in the college application process.

Organizational Capacity

Question 1a *

Since 2020, BAEF has demonstrated a strong track record of successfully planning and executing programs and events. For the past three years, BAEF has hosted its annual State of the Schools event, most recently in 2025, welcoming over 200 community members. showcasing the organization's ability to engage and mobilize the Burbank community.

BAEF's expertise extends beyond large-scale events to targeted programs that directly support students and families. This includes last year's inaugural College Essay Workshop, which reached full capacity with 15 students and provided intensive guidance through the college application essay process. The high demand for this workshop is the reason BAEF is expanding to two sessions in 2026. Ongoing collaborations such as the BUSD Workability program and ongoing partnerships with local businesses and community organizations further demonstrate the foundation's ability to deliver meaningful programs that meet community needs

BAEF's Operations and Programs Coordinator manages logistics for all programs, ensuring smooth execution, timely communications, and participant satisfaction. The organization's board members contribute significant institutional knowledge and strategic oversight, and BAEF conducts annual strategic planning to evaluate financial and operational capacity, ensuring the foundation can successfully execute new initiatives

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

The Burbank Arts & Education Foundation is a 501(c)(3) nonprofit with a strong record of financial stability and responsible fiscal management. BAEF employs a professional bookkeeper to oversee financial records and reporting and conducts annual strategic planning and budgeting to ensure that programs are fully funded and sustainable. In addition, BAEF has established a partnership with UME Credit Union, which matches member donations to the foundation, further supporting

program funding and financial security.

BAEF has also earned the 2026 Platinum Seal of Transparency from Candid, demonstrating the organization's commitment to accountability and publicly sharing information about its finances, governance, and program outcomes. In addition, BAEF publishes an annual report that is available to the public, further reinforcing transparency and responsible stewardship of funds.

BAEF also maintains a robust Community Partners program, uniting local businesses and nonprofits to promote educational excellence in every Burbank public school. Collaborations with community organizations, the BUSD Workability program, and specialized partners like Quantum Tutors ensure programs are accessible, effective, and meet student needs.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Goal: Help rising seniors develop compelling, authentic essays for their college applications while reducing stress during the process. The workshops will provide a structured, supportive environment that builds writing confidence and gives students an early start on this critical component of their applications.

Methodology:
Two week-long virtual workshops serving 15–20 students each
Structured instruction on brainstorming, drafting, and revision
Individualized feedback and group writing discussions
Completion of working drafts and a roadmap for full application submission
Expert guidance from a professional college admissions counselor

Expected Outcomes:
Serve up to 40 students across two workshops
At least 90% of students complete a working draft of their Common App essay or multiple UC PIQs
100% of students receive individualized instructor feedback
Students leave with increased confidence and a clear plan for completing their college applications

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

BAEF has carefully planned the College Essay Writing Workshops to ensure they are fully feasible within the available resources and timeline. The program will be delivered in partnership with Quantum Tutors, an experienced educational provider that will supply the instructor, curriculum, and instructional materials needed for the workshops. The workshop dates have already been scheduled for July 13–17, 2026, and July 27–31, 2026, ensuring that the program aligns with the grant timeline and takes place before students begin their senior year of high school.

BAEF will manage all program coordination, including student outreach, registration, and family communications. The Operations and Programs Coordinator will oversee logistics, scheduling, and coordination with Quantum Tutors to ensure smooth implementation.

Building on the success of the inaugural 2025 workshop, which reached full capacity, the expanded two-session format will serve more students while maintaining the structured, effective approach that proved successful last year.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Program Planning (March 2026):
BAEF will finalize coordination with Quantum Tutors and confirm program logistics, including

workshop curriculum, instructor scheduling, and program promotion. Marketing materials and registration information will be distributed to Burbank Unified School District students and families through BAEF communications (email/newsletters, social media, BUSD outreach, and community partners). The organization's Operations and Programs Coordinator will oversee program logistics, registration management, and communication with participating families.

Student Registration and Outreach (Late March - July 2026):
BAEF will manage student registration and enrollment for both workshops. Outreach efforts will prioritize Burbank Unified School District students while keeping the program open to the broader community.

Program Implementation (July 2026):
Two week-long workshops will be delivered virtually in partnership with Quantum Tutors:

Workshop 1: Common Application Personal Essay
July 13–17, 2026
Students will participate in guided brainstorming, topic development, outlining, drafting, and revision exercises to develop a strong personal statement.

Workshop 2: UC Personal Insight Questions (PIQs)
July 27–31, 2026
Students will learn strategies for responding to UC application prompts and draft multiple PIQ responses highlighting their experiences, achievements, and personal growth.

Each workshop will include instructor-led lessons, guided writing exercises, group discussion, and individualized feedback sessions. Students will also complete writing assignments between sessions to continue developing their essays.

Program Completion and Evaluation (August 2026):
Following the workshops, BAEF will collect attendance information and participant feedback to evaluate the program's effectiveness. Quantum Tutors will provide a brief program summary, including participation and general feedback. This information will help BAEF assess program outcomes and inform future college readiness programming.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

The college application process is increasingly competitive, and the personal essay is a critical component that many students find confusing and challenging. Many Burbank students have the academic ability to attend selective colleges but lack guidance on crafting strong essays, and families often need support navigating this complex process.

BAEF's College Essay Writing Workshops address this need by providing structured, expert-led instruction at a significantly lower cost than comparable programs, which often range from $400 to over $1,300. The workshops offer professional guidance, individualized feedback, and a collaborative environment. Priority registration and reduced pricing for Burbank Unified School District students ensure that local students directly benefit from the program. While the workshop provider has raised program fees, BAEF has intentionally chosen not to increase student registration costs in order to keep the program accessible.

Building on the success of last year's inaugural workshop, which reached full capacity, BAEF is expanding to two workshops in 2026 to serve more students and better meet the community's needs.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

The College Essay Writing Workshops will positively impact Burbank residents by providing affordable access to expert college admissions guidance at a critical point in students' academic

journeys. By helping students develop compelling and authentic essays, the program supports them in presenting their experiences, achievements, and goals effectively to college admissions readers.

Burbank currently has limited, locally accessible programs that provide structured, professional college essay support at an affordable price. Many families turn to private tutoring services for this type of assistance, which can be significantly more expensive. This program helps fill that gap by offering high-quality instruction and individualized feedback in a supportive group setting at a lower cost, expanding equitable access to college readiness resources for local students.

By providing guidance for academically capable students who lack familiarity with the application process, the workshops help build a culture of college attendance and support families navigating complex admissions requirements. Reducing financial barriers and expanding access to expert guidance ensures Burbank students approach the college application process with greater confidence, stronger writing skills, and a clearer plan for success.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The requested grant funds will be used to cover the instructional costs of BAEF's College Essay Writing Workshops, delivered in partnership with Quantum Tutors at a rate of $3,950 per workshop, totaling $7,900.

Participant registration fees are set at $325 for BUSD students and $400 for non-BUSD students. These fees contribute toward program delivery and demonstrate participant commitment, while helping ensure the workshops remain accessible compared to similar private programs.

We will allocate approximately $10 for program marketing materials, specifically for posters printed through BUSD print services to promote the workshops at Burbank school sites.

BAEF will also contribute staff time for program coordination and administration to ensure successful implementation.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If we are not awarded the full amount requested, the College Essay Writing Workshops will still proceed as planned. BAEF has committed to hosting the workshops and secured its partnership with Quantum Tutors to deliver the program.

Program costs are supported through BAEF's program budget and participant registration fees, ensuring the workshops remain financially feasible. Any partial grant funding received would be applied directly toward the instructional costs associated with the workshops.

Funding any portion of the program reduces financial strain on the organization and strengthens BAEF's ability to continue investing in educational opportunities for BUSD students across all schools.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project

and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Burbank Arts & Education Foundation

SUMMER 2026 COLLEGE ESSAY WORKSHOPS



Get a Head Start on Your College Essays with Expert Guidance!

Join us for one or both dynamic online workshops led by college admissions expert Hayley Burke. With more than a decade of experience—including serving as Assistant Director of Admissions at a top university and now as Director of College Counseling at a private high school, Hayley understands that getting into college takes more than strong grades. It requires insight, strategy, and thoughtful planning.

Hayley has helped students gain admission to Princeton, Oxford, UC Berkeley, UCLA, USC, and many other top colleges. As the first in her family to attend college, she also understands how overwhelming the process can feel.

Passionate about guiding both students and parents, Hayley helps families navigate the college admissions journey with clarity and confidence. Join us this summer and help your student take the next step toward their future.

What Each Course Offers:

- Effective brainstorming techniques and step-by-step guidance on outlining, drafting, & revising college application essays
- Personalized feedback on student writing
- Structured, collaborative group writing sessions
- Expert advice grounded in current college admissions best practices

2 ONLINE SESSIONS TO CHOOSE FROM!

Session 1: July 13-17

Common Application Essay

In this online workshop, students will learn how to craft a compelling narrative that reveals who they are beyond grades and test scores. Through guided brainstorming, structured exercises, and feedback, students will develop an essay topic that feels authentic and memorable

1oam-Noon

$325 for Current BUSD Students

$400 for Out-of-District Students

Session 2: July 27-31

UC Application & Personal Insight Questions

In this online workshop, students will learn how to approach the four required UC PIOs essays strategically and write responses that highlight their achievements, character, and academic interests. Through guided brainstorming and targeted writing exercises, students will identify their strongest topics and begin drafting multiple PIO responses. The instructor will help students understand what UC readers look for and how to structure responses that are clear, vivid, and effective.

1oam-Noon

$325 for Current BUSD Students

$400 for Out-of-District Students

REGISTER TODAY AT BurbankArtsAndEd.org

2026 SUMMER ONLINE COLLEGE ESSAY WRITING WORKSHOPS PROJECT BUDGET			
Revenue	**Item**	**Notes**	**Amount**
	Participant Registration Fees	Workshop 1: 15 students @ $325 (estimated)	$4,875.00
	Participant Registration Fees	Workshop 2: 15 students @ $325 (estimated)	$4,875.00
		Total Revenue	**$9,750.00**
Expenses	**Item**	**Notes**	**Amount**
	Quantum Tutors Worksop 1	Common Application	$3,950.00
	Quantum Tutors Worksop 2	UC Personal Insight Questions	$3,950.00
	Marketing Materials	Posters printed via BUSD print services	$10.00
	Administrative & Program Management Costs (provided by BAEF)	20 hrs x $23/hr	$460.00
	Bookkeeping Costs (provided by BAEF)	10 hrs x $30/hr	$300.00
		Total Expenses	**$8,670.00**
		Grant Request	**$7,900.00**

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
HRACH ORDUBEKYAN

Title (If Applicable)

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
EQUAL CHANCE BOXING FOUNDATION

Organization Address *
3701 CAHUENGA BLVD, STE

City *
Burbank

State *
California

Zip Code *
91604

Has the organization received funding from the City of Burbank in the past? *
No

Description of Organization. Please include the types of services the organization provides. *

We provide:
+ Youth Boxing Training (mentorship, guidance, discipline)
+ Recovery Support (overcome substance abuse & Addiction)

+ Community Training (underserved families)

1. Youth Boxing Program
Our Youth Boxing Program provides children and teens with free, structured boxing training in a safe and supportive environment.
Participants train with certified coaches who focus not only on boxing fundamentals, but also on discipline, respect, and personal responsibility.

Beyond physical fitness, the program helps young people develop confidence, focus, and positive habits that support success in school and everyday life.
By creating routine and accountability, we offer a constructive alternative to negative influences.

2. Recovery Support Program
The Recovery Support Program is designed for individuals working to overcome substance abuse and addiction.
Through consistent boxing training, participants gain structure, routine, and a healthy outlet for stress and emotions.

Our coaches foster a supportive, judgment-free environment where individuals are encouraged to rebuild self-discipline, confidence, and a sense of purpose.
This program reinforces the importance of commitment, accountability, and long-term personal growth as part of the recovery journey.

03. Community Training Program
Our Community Training Program offers accessible boxing sessions for individuals and families from underserved communities.
By removing financial barriers, we ensure that cost is never an obstacle to participation.

Participants receive free access to training, equipment, and mentorship, creating a welcoming space built on respect and support.
These sessions strengthen community connections while promoting physical health, confidence, and positive social engagement.

Mission or Purpose of the Organization. *

Equal Chance Boxing Foundation provides free or low-cost, high-quality physical and mental training, focusing on self-defense, mixed martial arts (MMA), boxing, wrestling, endurance training, and general fitness. The organization emphasizes physical, mental, and nutritional health for kids and families regardless of income level, aiming to help them become stronger, healthier, more confident, and disciplined individuals.
We also provide tangible assistance to those in need.

Provide the Approximate Number of Burbank Residents Served. *

8

Event/Program Name *

6 Month Plan

Amount of Funds Requested *

$ 6,400.00

Total Budget for Event/Program *

$ 10,000.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 1, 2026

End Date *

Dec 31, 2026

Additional Date Details

Description of the Proposed Community Event/Program *

We meet at a local park and do an outdoor training wiht

Organizational Capacity

Question 1a *

Although we are relatively new, we have successfully held class every week since we began this program back in February of 2026. We started a snow ball effect which is slowly gaining in number of students after every-class. Our partner and trainer is Ivan Redkach. Redkach is a Ukrainian professional boxer known for competing in the lightweight and welterweight divisions, notably scoring a major knockout win over former champion Devon Alexander in 2019. While he has held regional titles and was considered a top prospect.S

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

So far we have been dependent on our own sponsors and donors to begin and carry out out outdoor training. We have not had the opportunity to work with any other organization as of yet, but we are looking forward to it.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The proposed event/program is the exact same as the current one that we currently have. The only difference is that the first program is from January - June, and the new program is from July - December. The actions and locations and classes and times will are all based on the weeks of the month and will carry on exaclty. Example the first week of August will be the same as the first week of February.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

We can ensure that is if feasible because we are already halfway through doing the same project and we are successful in doing it without the extra help from this grant.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Youth Development Track
+ Boxing & endurance training (3x per week)
+ Physical discipline and goal setting
+ Leadership-building exercises
+ Academic accountability check-ins

Behavioral Intervention Track
+Smaller structured sessions
+Emotional regulation training
+Anger management strategies
+One-on-one mentor pairing

Behavioral Intervention Track
+Smaller structured sessions
+Emotional regulation training
+Anger management strategies
+One-on-one mentor pairing

MONTH 1 - Intake & Baseline
+Enrollment expansion
+Fitness and endurance assessments
+Behavioral baseline surveys
+Family orientation sessions

MONTHS 2-4 - Core Development Phase
+3 weekly structured training sessions
+Weekly mentorship discussions
+Monthly nutrition & wellness workshops
+Behavioral accountability tracking

MONTH 5 - Leadership & Community Engagement
+Youth assistant leaders selected
+Community training showcase event
+Family engagement meeting

MONTH 6 - Evaluation & Graduation
+Final physical assessments
+Behavioral and emotional survey comparison
+Certificates & recognition ceremony

+Impact report prepared for funders

GOALS & MEASURABLE
OUTCOMES (6-MONTH TARGETS)
If expanded to 100 participants:
85% average attendance rate
25% improvement in physical endurance
30% improvement in self-confidence scores
40% reduction in reported aggressive behaviors
70% improvement in consistent healthy habit reporting
60% recovery participant retention through full 6 months
Data Collection Methods:
Attendance logs
Pre/post fitness assessments
Parent & participant surveys
Mentor behavioral tracking reports

***Please see attached document titled "6 Month Plan.pdf" for more detailed information.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Everyone in Los Angeles county is eligible to enroll and attend. This means that Burbank residants can join. We already have 12 trainees who attend regular classes who live and go to school in the city of burbank.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

Not every family has the financial ability to send their kids to physical training classes. This program aims to and that issue, at least in Los Angeles County and in Burbank Ca. We also provide youth with the ability to learn discipline, gain mentorship and

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The funds will be used to transport students/trainees to and from the training location, provide our students with a healthy lunch, purchase training gear, gloves. pads for each student, pay the coach/trainers, pay for location rental.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

We are applying to numerous grant's and already have donors in line to donate more funds. We will continue to do fundraising event

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

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☑ I agree

Budget Line	Description	Unit Number	Unit Description	Unit Cost/USD	Total USD	Timeline
Project Management & Coordination						**January 2026 - June 2026**
Program Coordinator	Part Time (50%) Coordination	6	Months	7,000	42,000	
Stakeholder Engagement	Meetings, Coordination with partners	6	Months	6,500	39,000	
Phase 1 - Overall Planning						
Location Reservation/Rental		36	Week	100	3600	
Advertising/Printing	Banners/Flyers/Ad Stand	6	Months	625	3750	
Apparel	Shirt/Hoodie/Water bottle	Individual	100	150	15,000	
Boxing Set	Training Gloves/Head Gear/Jump Rope/Towel/Gym Bag	50	Each	150	7500	
Healthy Food/Refreshments		72	Training Session	280	20,160	
Work Out Gear	Yoga Matt/Punching Mitts/Weights/Other workout gear	1	Gym Inventory	3260	3260	
Phase 2 - Training Class						
Coach	Professional Boxer (Mentorship)	72	Session	180	12,960	
Trainer	Professional Workout Coach	72	Session	150	10,800	
Security	Employee to Observe that students don't get hurt during workout	72	Session	100	7,200	
Indoor Training Rental Locaton	Gym/Workout area daily rental	36	Session	500	18,000	
Phase 3 - Operating Cost						
Transportation	25 passenger bus with chauffer to provide transportation to and from training	72	Session	480	34,560	
Total Project Budget					217,790	
Administration and Contingency	10% Buffer for unforseen costs	10%			21,779	
Total Budget					239,569	

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- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *: Zara Gomez

Title (If Applicable): Founder

Phone *: [redacted]

Email *: [redacted]

Organization's Information

Organization Name *: KINDRED MOTION

Organization Address *: 740 S. San Fernando Blvd.

City *: Burbank

State *: California

Zip Code *: 91502

Has the organization received funding from the City of Burbank in the past? *

No

Description of Organization. Please include the types of services the organization provides. *

We serve individuals of all ages, with a focus on those facing financial hardship, social isolation, or limited access to creative or wellness resources. Through our integrated approach combining arts, wellness, and service, we aim to uplift hearts, foster resilience, and spark moments of deep connection

that ripple outward through our communities.

Our core activities include:
- Creative arts and intergenerational workshops that promote cultural understanding and emotional wellness
- Movement and physical wellness activities such as dance, play, and physical therapy education
- Free or low-cost physical therapy and community health services for underserved individuals
- Donation drives and outreach initiatives that provide clothing, art supplies, and wellness resources
- Medical missions and community programs both in the U.S. and internationally, including the Philippines, where we offer physical therapy and health education in partnership with local communities.

Mission or Purpose of the Organization. *

Kindred Motion inspires and facilitates joy through meaningful connection with self, others, and nature. We create inclusive spaces where healing, play, and artistic expression come to life, fostering intergenerational community and cultural understanding. Through arts, movement, and charitable outreach, we empower people of all ages, especially those facing financial hardship or social isolation to live intentionally and grow together. By sparking deeply connective moments, we aim to uplift hearts and inspire others to pass that joy forward.

Provide the Approximate Number of Burbank Residents Served. *

100

Event/Program Name *

"Pieces of Us" – Intergenerational Mosaic & Wellness Prog

"Pieces of Us" - Integenerational Mosaic and Wellness Program

Amount of Funds Requested *

$ 5,000.00

Total Budget for Event/Program *

$ 9,000.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 1, 2026

End Date *

Jun 30, 2027

Additional Date Details

Programming will occur on a monthly basis, with additional seasonal workshops during summer and holiday periods. . Pop-up events and partnership activations may be added throughout the program period to expand reach and accessibility.

Description of the Proposed Community Event/Program *

"Pieces of Us" is an intergenerational mosaic and wellness program designed to strengthen community connection, support emotional well-being, and create meaningful opportunities for creative participation. Developed by Kindred Motion, the program brings together residents of different ages to engage in guided storytelling, gentle movement, and collaborative mosaic-making in a welcoming, accessible environment.

The program responds to the need for inclusive spaces where people can build relationships across

generations, share lived experiences and contribute to something lasting. Each workshop invites participants to reflect on their personal stories, connect with others through facilitated conversation, and transform those ideas into collaborative mosaic artworks. This process encourages empathy, creativity, and a sense of shared purpose while producing visible community-based art that reflects the voices and experiences of participants.

"Pieces of Us" offers more than a creative workshop. It provides a structured community experience that fosters belonging, resilience, and intergenerational understanding. The program may be offered as a pop-up event, workshop series, or public art project depending on community need and host site capacity. It is our goal to make participation accessible, engaging, and impactful for a broad range of residents.

Organizational Capacity

Question 1a *

The organization's work is rooted in participatory art-making, intergenerational connection, and creative experiences that invite meaningful public engagement.

The founder and lead facilitator brings extensive experience in mosaic arts and community programming, including current work as an instructor with Piece by Piece (www.piecebypiece.org), where she facilitates weekly mosaic programming at the VA in Wilshire. This role has strengthened her ability to guide participants of diverse ages, backgrounds, and skill levels through structured and supportive creative processes.

Kindred Motion also has experience leading mosaic workshops for Burbank Parks and Recreation, the Burbank Boys & Girls Club, Hammer Museum (Los Angeles) and international audiences in collaboration with other nonprofit organizations. In addition, the organization has facilitated mosaic workshops with a community in the Philippines living in a landfill, demonstrating the ability to adapt programming across very different cultural and social contexts with care, respect, and sensitivity. Kindred Motion has also contributed to public mosaic art installations for schools and other community spaces, reflecting both technical skill and experience with projects that have lasting public value.

A particularly meaningful recent project was the completion of a mosaic mural for the Metro D Line Station at the West Los Angeles VA Medical Center. Led by Artistic Director Dawn Mendelson and commissioned by Metro Art, the project brought Veterans and artists together in a collaborative process centered on creativity, healing, and shared expression. This experience reflects Kindred Motion's capacity to contribute to large-scale public art projects that are community-based, collaborative, and impactful.

Kindred Motion's broader practice is grounded in creating welcoming spaces where people can explore creativity, build connection, and gain confidence through art. Through this approach, the organization is well positioned to deliver Pieces of Us with professionalism, care, and artistic integrity.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

As a small nonprofit, we manage resources responsibly and prioritize programs that are realistic, well structured, and designed to maximize community benefit.

Our management practices emphasize clear planning, thoughtful coordination, and efficient use of funds to ensure that program expenses are tied directly to participant impact. We seek to keep programs accessible and affordable by leveraging in-kind support, volunteer involvement, donated resources, and collaborative partnerships whenever possible. This approach helps us stretch grant dollars while maintaining program quality and consistency.

Kindred Motion also benefits from partnerships with organizations and community groups that strengthen our ability to serve diverse audiences. Our collaborations with nonprofits, schools, community organizations, and public partners have expanded our reach and helped us create programs that are responsive to local needs. These relationships provide not only practical

support, but also trust, visibility, and opportunities for shared impact.

Together, these financial, administrative, and partnership-based strengths support our ability to deliver programs that are stable, accessible, and meaningful for the communities we serve.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

Kindred Motion proposes "Pieces of Us," an intergenerational mosaic and wellness program that uses guided movement, quiet reflection, and collaborative mosaic-making to build connection, belonging, and well-being. The program creates welcoming, low-pressure spaces where participants of all ages can explore creativity, move comfortably, and experience how their individual contributions shape both the artwork and the group.

The program is guided by three core goals:

Empower participants to recognize their creative role in making a difference in their community.

Strengthen intergenerational and cross-cultural connections through shared making and collaborative play.

Support holistic well-being by integrating gentle movement, creative expression, and peaceful, focused time.

To achieve these goals, each session follows a structured yet flexible approach:

Movement (10–15 min): Gentle, accessible exercises help participants feel grounded, present, and more open to connection.

Instruction & Quiet Reflection (15–20 min): The facilitator provides brief, clear prompts and demonstrates simple ways to respond (through gesture, choice of material, or quiet contemplation), with emphasis on listening, noticing, and collaboration.

Mosaic Art (45–90 min): Participants create individual pieces, shared panels, or modular designs that may evolve into larger installations. The process emphasizes experimentation, collaboration, and curiosity over perfection.

Play & Closing (15–20 min): The session ends with a brief, optional reflection or community circle where participants can share if they wish, while the focus stays on the artwork and shared experience rather than formal "sharing."

The program is designed to be inclusive and adaptable, with formats that can be offered as pop-up workshops, multi-session series, or public installations in parks, schools, community centers, or other public spaces. Through this approach, "Pieces of Us" supports transformation at three levels: self, each other, and environment. This helps participants feel more connected, capable, and visible within their community.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

We will ensure feasibility by:

Limiting the number of sessions and participants per session so that facilitation, materials, and space needs remain within our budget and staffing capacity.

Using reusable tools and pre-purchased mosaic materials in bulk to reduce cost and logistical complexity while maintaining quality.

Relying on our experienced lead facilitator, who has a track record of leading community mosaic workshops and public art projects, and who will coordinate volunteers or assistants as needed.

Choosing simple, flexible formats such as modular mosaic panels or take-home pieces that can be completed within the allotted time. This way, it can easily adapt if attendance or conditions change.

Building in clear prep and wrap-up time for setup, documentation, and evaluation, so that the timeline allows for both high-quality facilitation and thorough reporting.

By combining a realistic scope, skilled facilitation, and efficient use of materials and time, Kindred Motion will deliver "Pieces of Us" on schedule and within the available resources. It is important to maintain the program's creative and community-building goals.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

The program is structured to ensure all deliverables are achievable and well-managed within the grant period.

Preparation Phase (Weeks 1–3)

- Finalize workshop dates, locations, and community partners (e.g., parks, community centers, schools).
- Purchase and prepare mosaic materials, tools, and simple movement props.
- Draft outreach materials and registration or sign-up processes.
- Recruit and brief any assistants or volunteers.

Implementation Phase (Weeks 4–8)

- Deliver a series of 4–6 intergenerational workshops (each 90–120 minutes), spaced weekly or biweekly depending on host site availability.

- Each workshop includes:
  - Gentle movement and opening activities.
  - Reflection and listening prompts.
  - Collaborative mosaic creation.
  - Closing reflection and sharing.

- Collect brief participant feedback and observational notes at each session.

Wrap-Up and Evaluation Phase (Weeks 9–10)

- Complete final mosaic panel(s) or modular pieces and coordinate any public or semi-permanent display.
- Compile participant surveys and feedback to assess connection, joy, and sense of purpose.
- Summarize attendance, engagement highlights, and community responses for the grant report.

Deliverables by the End of the Project

- 4–6 completed "Pieces of Us" workshops in Burbank community spaces.
- At least one cohesive mosaic panel or series of modular artworks created by participants.
- A brief evaluation summary with participant feedback and engagement data.
- Program materials and documentation suitable for sharing with the City of Burbank and partners.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

"Pieces of Us" is designed to respond directly to several key needs in the Burbank community, including social isolation, limited creative opportunities for seniors and youth, and a growing interest in accessible, intergenerational arts engagement. By offering free or low-cost,

intergenerational mosaic and wellness workshops in public spaces, the program lowers barriers to participation while building connection across age groups and cultural backgrounds.

The program supports Burbank's emphasis on community arts and public cultural experiences by providing hands-on, interactive creative activities that welcome residents of all ages into shared making and play. It creates opportunities for older adults, youth, and families to engage together in a low-pressure environment, helping to reduce loneliness and strengthen neighborhood ties. The mosaic artworks created may also be installed in accessible public or community spaces, offering visible, lasting reminders of collective care and creativity that align with the City's goals of expanding public art and community engagement.

Additionally, "Pieces of Us" reinforces Burbank's commitment to inclusive, high-quality arts programming by:

- Using an intergenerational, trauma-informed, and playful approach that is appropriate for seniors, youth, and mixed-age families.

- Prioritizing accessible locations such as parks, community centers, and schools, where participation does not depend on prior artistic experience.

- Measuring participation and connection so the City can see how the project contributes to social cohesion and community well-being.

Through this combination of art, movement, and intergenerational connection, "Pieces of Us" helps the Burbank community have more opportunities for joy, belonging, and creative expression This concept strengthens the city's cultural life from the ground up.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

"Pieces of Us" will positively impact residents and visitors by offering a welcoming, low-pressure opportunity to connect across generations, express creativity, and experience shared joy in public or community spaces. Participants will leave each session with a stronger sense of belonging and increased confidence in their creative abilities. Through their mosaic work, it is a tangible reminder that small contributions can add up to something meaningful. For visitors, the program creates an inviting, visible arts experience that makes Burbank feel more vibrant, inclusive, and human-centered.
The program addresses an existing gap in services by providing intergenerational, non-competitive creative programming that is accessible to people of all ages, backgrounds, and skill levels. Many existing arts offerings are either youth-focused or oriented toward performance, or require a fee and prior experience, which can exclude seniors, low-income residents, or people who feel insecure about "being artistic." "Pieces of Us" fills this gap by combining simple mosaic techniques, and a playful, non-judgmental atmosphere that welcomes everyone without pressure to perform. By situating these workshops in parks, community centers, or schools, the program also supports people who may not regularly attend formal arts venues, including seniors, families, and underserved community members. The resulting artworks can become visible installations in public spaces, giving residents and visitors a shared symbol of community care and creativity that is both beautiful and accessible. In this way, "Pieces of Us" strengthens social cohesion, expands access to meaningful arts experiences. We are helping meet the need for inclusive, joyful, intergenerational programming in Burbank.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The budget is structured to ensure that resources are focused on direct participant experience, accessibility, and program quality.

1. Artist Facilitation – $1,600 (40%)
A portion of the grant will support artist facilitation and staffing, including the lead facilitator's time for planning, delivering workshops, and coordinating assistants or volunteers (6 sessions). Th ai gs e 164

ensures that each session has skilled, consistent leadership and that participants receive thoughtful, inclusive guidance throughout the program.

2. Mosaic Materials & Tools – $1,400 (35%)
Another key allocation will go toward mosaic materials and creative tools, such as tile, substrates, adhesives, grout, cutters, safety equipment, and basic movement props. These materials are essential for hands-on participation and will be used across multiple workshops, maximizing the impact of the investment. The program will also purchase or prepare display elements so that the resulting artworks can be temporarily or semi-permanently visible in public or community spaces, increasing the project's visibility and shared benefit.

3. Outreach & Stationery – $500 (12.5%)
The grant will also support community outreach, including printed materials, translation or multilingual materials if needed.

4. Documentation & Evaluation – $300 (7.5%)
Finally, a portion of the funds will be used for documentation, evaluation, and dissemination, including simple photography, basic evaluation tools, and time to prepare a brief report for the City of Burbank. This will help measure the program's impact on connection, well-being, and intergenerational engagement and provide a record of outcomes that can support future community arts initiatives.

5. Administrative / Coordination – $200
Communication, scheduling, and light administrative work tied specifically to this project.

Total Grant Allocation = $4,000

By allocating the grant in this way, "Pieces of Us" will remain free or low-cost. We ensure that the resources are directly tied to participant experience, community impact, and the City's goals for an inclusive, public-facing arts programming.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If Kindred Motion is not awarded the full requested amount, the core goals and character of "Pieces of Us" would remain intact, but the program would be delivered at a smaller scale or with lighter resource support. The most likely adjustments would include:

- Reducing the number of workshops: For example, shifting from 6 planned sessions to 4–5 sessions, or shortening the overall project period, while still serving intergenerational groups and community locations.

- Scaling back materials: Using simpler or more economical mosaic materials and reusing tools across sessions to stretch the budget without sacrificing safety or accessibility.

- Reducing facilitation costs: Relying more on the founder's in-kind time or volunteer support for some roles, while still maintaining a professionally led core workshop experience.

- Limiting printed outreach and documentation: Using digital or low-cost outreach methods instead of printed materials and scaling back but not eliminating evaluation and photo documentation.

To manage the discrepancy, Kindred Motion would draw on its organizational support and existing community partnerships to cover certain costs in-kind (such as space, volunteer support, or donated materials). We would also continue to seek complementary support through other small grants, community sponsorships, or in-kind collaborations with local nonprofits or agencies.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application,

applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Budget Plan

Kindred Motion is requesting $4,000 from the City of Burbank Community Arts Grant program to support the core expenses of "Pieces of Us." Burbank's guidelines emphasize realistic project budgets tied to direct project costs, artist compensation, production/exhibit costs, marketing, rental, and supplies, all of which are reflected below.

How the $4,000 Grant Will Be Allocated

1. Artist Facilitation – $1,600 (40%)

- Lead facilitator fees for planning, workshop delivery, reflection, and light coordination across 6 sessions.
- Includes time for setup, cleanup, and brief follow up with partners.

2. Mosaic Materials & Tools – $1,400 (35%)

- Tile, substrates, adhesives, grout, cutters, safety gear, and other consumables.
- Enough materials to support multiple workshops and allow for some public or semi permanent mosaic elements.

3. Outreach, Accessibility, & Stationery – $500 (12.5%)

- Printing flyers, basic signage, and simple outreach materials.
- Support for accessibility where needed (e.g., translation, simple accommodations).

4. Documentation & Evaluation – $300 (7.5%)

- Photography and basic documentation of workshops and finished artworks.
- Simple evaluation tools (surveys, data entry) and summary reporting for the City.

5. Administrative / Coordination – $200 (5%)

- Communication, scheduling, and light administrative work tied specifically to this project.

Total Grant Allocation = $4,000

The full project budget is estimated at $6,000, with the remaining $2,000 contributed through Kindred Motion's organizational support and in-kind resources, including volunteer time, donated space, and community-donated materials. This structure keeps the grant funds focused on direct participant experience and accessible arts programming while demonstrating additional support from the organization.

Full Project Budget

SOURCE	AMOUNT
City of Burbank Community Arts Grant - requested	**$4,000** Core support for materials, facilitation, and operations. scope,schedule, and shared goals.
Kindred Motion Organizational Support	**$1,000** In kind and cash support for planning, coordination, and administrative costs.
In Kind Space / Venue Support	**$250** Donated or reduced cost community space (parks, centers, schools).
In Kind or Donated Materials	**$750** Community and organizational donations of mosaic supplies and equipment.project objectives.
Total Project Income	**$6,000**

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

Please complete all required fields in this form before submitting your application.

Upon submitting your application, you must email all required documents to communitygrant@burbankca.gov. Although document submission within 24 hours of the application submission is strongly recommended, all documents must be received no later than Thursday, April 2, 2026, at 12:00pm. If the required documents are not emailed within this timeframe, your application will be considered incomplete. To facilitate a smooth process, please have all required documents ready prior to submission.

Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Adilah Barnes

Title (If Applicable)
President/Executive Director

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Los Angeles Womens' Theatre Festival

Organization Address *
P. O. Box 94

City *
North Hollywood

State *
California

Zip Code *
91601

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
"From the Best of the Fest"

Past Grant Type *

Community Arts Grant

Date Received *

Apr 4, 2025

Amount of Funds Received *

$ 3,750.00

Description of Organization. Please include the types of services the organization provides. *

Since 1993, the Los Angeles Women's Theatre Festival (LAWTF) has stood as a bold, unstoppable force for women's voices in the performing arts — the first, and only, Annual Festival in Los Angeles devoted solely to multicultural, multidisciplinary solo works by women. Now internationally recognized, LAWTF has welcomed over 700 solo performers from around the globe to share stories that heal, challenge, and transform.

Our year-round programming includes our flagship Annual Solo Theatre Festival, "HOT OFF THE PRESS" new solo work development, "EMPOWERMENT WEEKEND" workshops and panels, community storytelling collaborations such as TEEN TALKS, SENIOR STORIES, and WOMEN'S VOICES, and "WINE DOWN WEDNESDAYS" networking mixers.

At LAWTF, diversity isn't just a mission statement — it's our heartbeat. We are fueled by the belief that when women tell their stories, their art can spark change.

Mission or Purpose of the Organization. *

"The Los Angeles Women's Theatre Festival (LAWTF) celebrates artistic diversity through the production of traditional and innovative performances and educational outreach. The Annual Festival honors the achievement of extraordinary women in theatre."

In addition to our Mission Statement above, The Los Angeles Women's Theatre Festival endeavors to empower women artists to engage and inspire communities through the production of multidisciplinary solo performances.

Provide the Approximate Number of Burbank Residents Served. *

50

Event/Program Name *

"Wisdom and Wonder: An Intergenerational Storytelling W

"Wisdom and Wonder: An Intergenerational Storytelling Workshop

Amount of Funds Requested *

$ 5,000.00

Total Budget for Event/Program *

$ 10,000.00

Event/Program Duration *

Multiple Days

Start Date *

Jul 11, 2026

End Date *

Aug 29, 2026

Additional Date Details

An 8-week program on Saturdays with a culminating performance.

Description of the Proposed Community Event/Program *

"Wisdom and Wonder: An Intergenerational Storytelling Workshop" pairs approximately 10 Burbank-area high school students and 10 senior citizens from a local Burbank senior center in an eight-week storytelling program, meeting weekly.

Guided by LAWTF professional teaching artists, participants will develop personal narratives through writing exercises, memory prompts, and improvisation — fostering cultural exchange, empathy, and understanding across generations.

The program culminates in a free public showcase where participants present their stories, followed by a Q&A and reception. Commemorative booklets capturing each story will be distributed to participants as a lasting record of intergenerational connection.

Organizational Capacity

Question 1a *

LAWTF has a 33-year track record of producing community-centered arts and educational programming throughout Los Angeles. Our staff and teaching artists are experienced professionals skilled in theatre-based facilitation, community engagement, and working with diverse populations including youth, seniors, and underserved groups such as ex-offender women, at-risk youth, etc.

From 2020–2025, LAWTF produced multiple 6–8 week community storytelling workshops culminating in free public presentations, including "HINDSIGHT 2020," "SENIOR STORIES," "TEEN TALKS," and "WOMEN'S VOICES," all in partnership with the City of Culver City.

LAWTF has engaged over 3,000 youth through partnerships with Creative Kids, Enrichment Works, Hands for Hope, Belmont High, and Gay and Lesbian Adolescent Social Services (GLASS).

LAWTF has previously received a City of Burbank Community Arts Grant, demonstrating an established and ongoing commitment to the Burbank community specifically.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

LAWTF has sustained itself for 33 years, supported by a diversified revenue base of government grants, foundation support, corporate sponsorships, individual donations, memberships, and earned income. The organization is governed by an active Board of Directors and Advisory Board, and managed by experienced part-time staff with strong fiscal oversight practices.

This project is designed as a matched funding initiative. Burbank grant funds will serve as the required match for a California Humanities Connecting CA Quick Grant Award, ensuring the full $10,000 project budget is responsibly leveraged across two funders.

LAWTF maintains partnerships with multiple local theatres that include Pasadena Playhouse, The Geffen Playhouse, Fountain Theatre, Robey Theatre, International City Theatre, Theatre West, Nocturne Theatre, Upright Citizens Brigade, The Group Rep Theatre, and Antaeus Theatre.

LAWTF has also recently established a partnership with TeenTix LA, expanding our access to and engagement with youth audiences across Los Angeles.

LAWTF also regularly partners with local restaurants for our WINE DOWN WEDNESDAY mixers. LAWTF also receives support from cultural institutions and local businesses that donate to fundraisers.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

"Wisdom and Wonder" has three defined goals:

(1) Bridge generational divides between Burbank teens and seniors through shared storytelling and understanding;

(2) Develop participants' personal narratives into polished stories through a structured creative process; and

(3) Present those stories in a free public showcase that opens the experience to the broader Burbank community.

The methodology draws on LAWTF's proven theatre-based approach: participants are paired and guided weekly through memory exercises, storytelling prompts, writing, improvisation, and collaborative discussion.

Each participant serves as both storyteller and listener. Teaching artists provide structured guidance while creating a safe, supportive environment for authentic sharing.

Participants refine their stories over eight weeks, integrating feedback from the group and facilitators, before presenting at the culminating showcase.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

This program format is one LAWTF has executed successfully multiple times. The eight-week format, teaching artist staffing model, and culminating public showcase are all proven components of our community workshop programming.

The July 11th– August 29th, 2026 timeline is achievable. Recruitment and venue confirmation will take place in May–June, sessions run weekly on Saturdays through the summer, and the public showcase will conclude just after Burbank Unified School District resumes in August 2026.

We aim to fully match this project budget between the City of Burbank and California Humanities, if awarded, ensuring no single-funder dependency.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

April–May 2026: Grant notifications received. LAWTF will begin venue research and participant outreach planning.

May–June 2026: LAWTF will finalize our venue, recruit participants, confirm teaching artists, complete marketing and outreach.

Week 1 (July 11th, 2026): Introductions and community building

Weeks 2–4 (mid–late July): Story development — memory exercises, personal narrative writing, one-on-one pairing work

Weeks 5–7 (early–mid August): Story refinement — performance elements, group feedback, rehearsal

Week 8 (August 29, 2026): Culminating public showcase, Q&A, reception, distribution of commemorative booklets

Post-program: Documentation, evaluation surveys, reporting to funders

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Burbank is a multigenerational community with a rich mix of longtime residents and newer arrivals across all age groups — yet structured opportunities for meaningful intergenerational exchange are limited. Teens and seniors often inhabit the same neighborhoods but rarely engage in sustained, meaningful dialogue.

"Wisdom and Wonder" directly addresses this gap by creating an intentional, facilitated space for Burbank youth and seniors to connect, share, and learn from one another through the universal medium of personal storytelling.

The program also addresses a broader community need for accessible, free arts programming. The culminating public showcase is open to all Burbank residents at no cost, extending the impact of the program beyond its direct participants to families, friends, and the wider community.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

This Burbank program will bring high school students and senior citizens together over multiple weeks in a creative, structured setting focused on storytelling and personal expression.

"Wisdom and Wonder" fills that gap. Direct participants — approximately 20 teens and seniors — will develop meaningful relationships, build confidence, and gain a deeper appreciation for perspectives beyond their own.

The broader Burbank community will benefit through the public showcase, which models the power of intergenerational connection and celebrates the diverse voices that make up the city.

LAWTF's prior work with the City of Burbank through the Community Arts Grant demonstrates our existing relationships and commitment to serving Burbank residents specifically, making us well-positioned to reach and engage the target populations for this program.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The $5,000 City of Burbank grant will serve as the required match for a $5,000 California Humanities Connecting CA Quick Grant, funding a total project budget of $10,000.

Funds will be allocated as follows:

Project Management (Project Director — coordination, recruitment, project design): $2,000

Service Fees (Photographer $1,000; Videographer/Editor $1,000): $2,000

Direct Program Expenses (Teaching Artists $3,200; Venue Rental $1,000; Printing $250; Marketing $300): $4,750

Administrative (Staff Support): $1,250

Total: $10,000

The City of Burbank's $5,000 contribution will be applied proportionally across all categories to support direct program delivery, documentation, and administration.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the City of Burbank award is less than $5,000, LAWTF would pursue one or more of the following strategies to manage the gap:

(1) Seek additional individual donations from our existing donor base;

(2) Reduce scope modestly — for example, reducing the number of participant pairs from 10 to 7–8 while preserving the full 8-week structure and public showcase; or

(3) Apply in-kind contributions such as donated venue space or volunteer teaching artist hours to offset cash expenses.

LAWTF has applied for a California Humanities Connecting CA Quick Grant as the intended match for this award. A decision is expected by April 20, 2026.

If that grant is not awarded, LAWTF will assemble matching funds from a combination of other pending grants, individual donations, and board giving to ensure the full project budget is met.

LAWTF has a demonstrated history of adapting programming to available resources while maintaining program quality and community impact.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Proposed Project and Budget Plan
Los Angeles Women's Theatre Festival (LAWTF)
Project Title: "*Wisdom and Wonder: An Intergenerational Storytelling Workshop"*
Project Dates: July 11 – August 29, 2026

Project Outline

"*Wisdom and Wonder: An Intergenerational Storytelling Workshop"* is an eight-week intergenerational storytelling program bringing together approximately 20 Burbank participants (high school students and senior citizens) to develop and share personal narratives through a structured, theatre-based process.

Participants will be paired across generations and guided by professional teaching artists through weekly sessions incorporating memory exercises, writing, storytelling, improvisation, and collaborative discussion. Each participant serves as both storyteller and listener, fostering mutual understanding and meaningful connection.

Over the course of the program, participants will develop and refine original stories, culminating in a **free public showcase** open to the Burbank community. The final event will include live presentations, audience Q&A, and a reception.

Program Timeline:

- **May–June 2026:** Participant recruitment, venue confirmation, teaching artist onboarding, marketing
- **Week 1 (July 11):** Introductions and community building
- **Weeks 2–4:** Story development (writing, memory work, partner sessions)
- **Weeks 5–7:** Story refinement and rehearsal
- **Week 8 (August 29):** Public showcase and reception
- **Post-Program:** Documentation and evaluation

Detailed Budget

Total Project Budget: $10,000

Project Management — $2,000

- Project Director (program design, coordination, recruitment, oversight)

Service Fees — $2,000

- Photographer: $1,000
- Videographer/Editor: $1,000

Direct Program Expenses — $4,750

- Teaching Artists (facilitation, preparation, rehearsal): $3,200
- Venue Rental: $1,000
- Printing (programs, materials, booklets): $250
- Marketing/Outreach: $300

Administrative Costs — $1,250

- Staff support, communications, fiscal management

Funding Structure

- City of Burbank Community Events and Program Grant: $5,000
- California Humanities Connecting CA Quick Grant (pending): $5,000

City of Burbank funds will serve as matching funds and be applied proportionally across all expense categories.

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Sharifa Salaam

Title (If Applicable)
Grants Manager

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Pacific Ballet Dance Theatre

Organization Address *
237 E Palm Ave

City *
Burbank

State *
California

Zip Code *
91502

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
Carmen: A Contemporary Ballet Experience

Past Grant Type *

Community Arts Grant

Date Received *

Aug 29, 2026

Amount of Funds Received *

$ 3,750.00

Description of Organization. Please include the types of services the organization provides. *

Pacific Ballet Dance Theatre (PBDT) is a Burbank-based nonprofit performing arts organization dedicated to producing high-quality ballet and multidisciplinary performances that are accessible to diverse audiences. PBDT presents original and classical works that integrate dance, live music, and storytelling, while also offering educational programming, workshops, and community engagement initiatives for youth and emerging artists. Through its performances and outreach, the organization creates meaningful cultural experiences that reflect and serve the Burbank community.

Mission or Purpose of the Organization. *

The mission of Pacific Ballet Dance Theatre is to inspire, educate, and engage the community through innovative and culturally relevant dance. PBDT is committed to increasing access to the performing arts, supporting artists, and enriching the cultural landscape of Burbank by presenting performances and programs that are inclusive, impactful, and community-centered.

Provide the Approximate Number of Burbank Residents Served. *

500

Event/Program Name *

Carmen: A Contemporary Ballet Experience

Amount of Funds Requested *

$ 5,000.00

Total Budget for Event/Program *

$ 27,750.00

Event/Program Duration *

Multiple Days

Start Date *

Aug 1, 2026

End Date *

Aug 29, 2026

Additional Date Details

Rehearsals and production development will take place May through July 2026, with performances and community engagement activities scheduled for August 2026 at The Colony Theatre in Burbank.

Description of the Proposed Community Event/Program *

Pacific Ballet Dance Theatre will present a full-length production of Carmen at The Colony Theatre in Burbank during the summer of 2026. This bold and passionate ballet brings Bizet's timeless score to life through original choreography by Artistic Director Natasha Middleton, blending classical ballet with contemporary storytelling.

The production will feature professional dancers and collaborating artists, creating a fully staged theatrical experience for Burbank audiences. In addition to performances, the program will include community engagement initiatives such as open rehearsals and artist talkbacks designed to introduce youth and families to live performance. Ticket pricing will remain accessible, with discounts for students, seniors, and underserved communities to ensure broad access.

Organizational Capacity

Question 1a *

Pacific Ballet Dance Theatre has a strong track record of producing high-quality performances and engaging the Burbank community through accessible and culturally relevant programming. The organization has presented full-length ballets and multidisciplinary productions at established venues, including recent performances that brought together live musicians and dancers and received strong audience response.

Led by Artistic Director Natasha Middleton, PBDT brings together experienced dancers, choreographers, and production professionals with deep expertise in classical and contemporary performance. The organization also prioritizes community engagement through workshops, student outreach, and partnerships with local organizations, demonstrating its ability to successfully plan and execute impactful arts programming.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

PBDT maintains responsible financial management practices, including structured budgeting, diversified revenue streams, and careful allocation of resources across productions. Funding for programs is supported through a combination of ticket sales, individual donations, sponsorships, and grants, ensuring that no single funding source is relied upon.

The organization also collaborates with local partners, including arts organizations, community groups, and business networks, to expand its reach and strengthen program delivery. These partnerships support both audience development and community engagement, reinforcing the organization's ability to successfully deliver programs within scope and budget.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The goal of Carmen is to provide accessible, high-quality performing arts programming to the Burbank community while supporting working artists and enriching the local cultural landscape.

Key objectives include:

Presenting a professional full-length ballet in Burbank
Expanding access to live performing arts
Engaging diverse audiences through culturally relevant storytelling

The methodology includes structured rehearsals, collaboration between dancers and creative teams, and targeted outreach to local audiences. Community engagement elements such as open rehearsals and artist talkbacks are integrated to deepen audience connection and broaden access.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

The project is highly feasible based on PBDT's prior experience producing full-scale performances and its established network of artists and collaborators. The organization has secured a venue, developed a realistic budget, and defined a clear production timeline.

With experienced leadership, confirmed creative direction, and multiple funding sources already identified, PBDT is well-positioned to execute the program successfully within the proposed timeframe and available resources.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

May–June 2026:

Casting and onboarding of dancers and production team
Initial rehearsals begin

July 2026:

Full production rehearsals
Marketing and community outreach rollout

August 2026:

Final rehearsals and technical run-throughs
Public performances at The Colony Theatre
Community engagement activities (open rehearsals, talkbacks)

Deliverables include a fully produced live ballet performance, audience engagement activities, and measurable community participation.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

Pacific Ballet Dance Theatre serves the diverse Burbank community by providing accessible, high-quality performing arts experiences that reflect the cultural richness of the area. Carmen directly addresses the need for locally produced, professional arts programming by bringing a full-length ballet to a Burbank venue, allowing residents to experience world-class performance without leaving their community.

The program prioritizes accessibility through affordable ticket pricing, with discounts for students, seniors, and underserved populations. In addition, community engagement components such as open rehearsals and artist talkbacks provide meaningful opportunities for youth, families, and aspiring artists to connect with the creative process.

Through partnerships with local organizations and outreach efforts within Burbank, the program ensures that it reaches a broad and diverse audience.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

Carmen will positively impact both residents and visitors by providing a high-quality live arts experience that enhances Burbank's cultural landscape. The program supports local artists, attracts audiences to the area, and contributes to increased engagement with nearby businesses and cultural institutions.

By combining performances with community engagement opportunities, the program expands access beyond traditional audiences and helps address a gap in accessible, community-centered performing arts programming. This approach strengthens community connection while reinforcing Burbank's identity as a vibrant arts destination.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The requested grant funds will be used to directly support key production costs for Carmen, including:

Artist fees for dancers and creative collaborators
Production and technical support
Costumes, sets, and production materials
Marketing and community outreach efforts

These funds will help ensure the production maintains high artistic quality while remaining financially accessible to the community.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the full amount is not awarded, PBDT will supplement funding through existing revenue streams, including ticket sales, individual donations, sponsorships, and pending grant applications. The organization may also adjust certain production elements while preserving the core artistic integrity and community engagement components of the program.

PBDT is committed to delivering the project and has the flexibility to scale non-essential elements while maintaining the overall impact and accessibility of the performance.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Pacific Ballet Dance Theatre

Carmen: A Contemporary Ballet Experience

Project Budget | August 29, 2026 | The Colony Theatre, 555 N 3rd St, Burbank, CA 91502

Project Income

Income Source	Amount
City of Burbank – Community Events & Program Grant (requested)	$5,000
City of Burbank – Community Arts Grant (awarded Jan 2026)	$3,750
Admission / Ticket Sales (~210 seats × $45 avg)	$9,500
Sponsorship	$2,500
Individual Donations	$3,000
Corporate Donations	$2,000
Foundation Donations	$2,000
Other Government Funding	$0
TOTAL PROJECT INCOME	**$27,750**

Income note: Ticket sales based on approximately 210 seats at The Colony Theatre at an average price of $45, reflecting a single performance on August 29, 2026 with reserved discounted seating for students, seniors, and underserved community members. The Community Arts Grant of $3,750 was formally awarded by the City of Burbank Parks and Recreation Board on January 8, 2026. The Community Events & Program Grant of $5,000 is listed as requested income pending award. Other Government Funding has been removed as this grant application fulfills that category.

Project Expenses

Expense Category	Amount	Description
Salaries	$4,000	Administration & project management
Artist Fees (non-salaried)	$12,000	Dancers, choreographer, creative collaborators
Production / Tech Crew	$2,000	Staging, lighting, backstage support
Production & Exhibition Costs	$2,000	Costumes, sets, props, insurance
Venue Rental	$3,000	The Colony Theatre, Burbank
Marketing / Advertising	$3,250	Multi-channel outreach campaign

Other / Contingency	$1,500	Community engagement & contingency
TOTAL PROJECT EXPENSES	**$27,750**	

Expense note: Artist fees represent the largest cost category, reflecting PBDT's commitment to fair compensation for professional performers. All grant funds will be used exclusively for direct project costs in accordance with grant agreement terms.

BUDGET SUMMARY	
Total Project Income	**$27,750**
Total Project Expenses	**$27,750**
Net	**$0 ✓ Balanced**

Prepared by: Sharifa Salaam, Grants Manager | Pacific Ballet Dance Theatre | 237 E Palm Ave, Burbank, CA 91502 | EIN: 95-4553003 | sharifa@elitedigitalus.com | (973) 650-7980

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

Instructions:

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
RITHY "RIT" LU

Title (If Applicable)

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
TEAM GO ENVIRO

Organization Address *
1901 PEYTON AVE #Q

City *
Burbank

State *
California

Zip Code *
91504

Has the organization received funding from the City of Burbank in the past? *
No

Description of Organization. Please include the types of services the organization provides. *
Host free meetups, usually at McCambridge Park. These meetups are in tandem with key happenings in "Pokémon Go", a free to play mobile game which encourages outdoor exploratoin. Rit Lu has an arm's length "ambassador" relationship with the game maker.

Mission or Purpose of the Organization. *

1. Foster a safe, inclusive atmosphere for socializing and outdoor walking exercise.
2. Promote environmental awareness.
3. Raise donations for Burbank Temporary Aid Center.

Provide the Approximate Number of Burbank Residents Served. *

750

Event/Program Name *

Team Go Festival August & November 2026

Amount of Funds Requested *

$ 1,950.00

Total Budget for Event/Program *

$ 1,960.00

Event/Program Duration *

Multiple Days

Start Date *

Aug 15, 2026

End Date *

Aug 16, 2026

Additional Date Details

and November 14-15. Four days .

Description of the Proposed Community Event/Program *

1. Team Go Festival August & November 2026 (Two weekend days mid august and two weekend days mid November. Four event days total).
2. Put up ez-up tents at McCambridge Park to host games, giveaways, and crafts.
3. Open to the public.
4. No vendors of any sort.
5. Free of charge, but food and sanitary donation(s) to be passed on to Burbank Temporary Aid Center will be encouraged. Donation goal to BTAC for 2026: $1500 - $2000.
6. Pokemon GO (a free mobile game) will be the key driving force of activity, but non-players will have opportunities to enjoy, such as free crafting and on-site games.

Organizational Capacity

Question 1a *

Team Go Enviro has hosted such events since 2023. Due to the rising scale of attendance, the actual entity was formed in 2024. All the hardware (booth set up etc) are on hand. Team Go Enviro is a member of the Burbank Chamber of Commerce, and has formal ties to Niantic/Scopely, international gaming companies. Niantic offers free supplies for these meetups.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Rit Lu has a Masters in Business Administration and has been working as a Financial Controller for 20 years. He keeps the costs down by not involving commercial activity, and keeping the threshhold of meetups below the headcount which triggers insurance requirements from the City of Burbank.

However, scaling up the headcount leads to the need for liability insurance, a notable step-cost which will be made possible by Burbank City grant support.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

1. Team Go Festival August & November 2026 (Two weekend days mid august and two weekend days mid November. Four event days total).
2. Secure park permits as soon as dates can be reserved.
3. Purchase liability insurance.
4. Event hardware (two ez-up tents + sandbags) is already on hand. This is set up by one person in 45 minutes.
5. Park area is cleaned prior to time of start.
6. Day's schedule is held at the EZ-up, along with games, crafts, and such.
7. Breakdown is accomplished in under 30 minutes, including area cleanup.
8. Supplies (for games, crafting, giveaways) are purchased in advance, but much is supplied by Niantic.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

1. Securing park permit and liability insurance in a timely way is most key.
2. Volunteers are already ready to help set up, run, and take down event infrastructure at the park. We always leave the park cleaner than before we arrived.
3. We have been doing this for years. Scaling up attendance does not change the way we have been working for years, but it changes the cost structure (hence grant seeking).
4. Public notification of the Burbank public event is included in our Burbank Chamber of Commerce membership.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

1. August weekend: secure permits in May, and insurance by June/July.
2. November event weekend: secure permits by August (and insurance will have already been secured)
3. Chamber of Commerce event email blast needs one week notice.
4. Volunteers are already on hand.

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

1) Many people are still "sheltering in place" in the aftermath of COVID. Team Go Festival August & November 2026 seeks to promote outdoor movement and interaction. Let's connect! Family bonding is also promoted.
2) Burbank Temporary Aid Center has had a higher need for donations lately. These events will help bring in more donations, which I believe themselves will offset the Grant amount.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

Pokemon GO is a free to play mobile game. It is the only game which encourages, simultaneously, outdoor exploration and socialization with others. It is a positive example of screen time, which brings multiple generations of persons interacting positively together. Adding in Team Go Enviro's ability leverage these interactions into other social impact, including park cleanups and donation drives for BTAC, the Burbank community benefits multi-dimensionally.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

The grant will enable a scale up of meeting. Without the grant, Team Go Enviro will function as it did in 2025. With the grant, Team Go Enviro would add four major event hosting days, referred to here as "Team Go Festival August & November 2026 ".

The marginal/incremental cost to accomplish is nearly $2000. If the City of Burbank offers only a partial allotment, the rest of the funds will be secured through donations, which will be easier to secure with grant-backing of the city.

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

If the organization is awarded a partial amount, this would be a huge "shot in the arm". First, it helps close the financial gap. Second, it inspires confidence to the community to shoulder the rest of the cost.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

By checking the following box, the applicant acknowledges that the application will not be considered complete until all required supplemental documents are submitted. After submitting the online application, applicants must email the following documents to communitygrant@burbankca.gov (1. Proposed project and budget plan, 2. Proof of 501(c)(3) status and IRS determination letter, and 3. Financial statements for the past two years). While document submission within 24 hours of the application submission is strongly recommended, all supplemental documents must be received no later than Thursday, April 2, 2026, at 12:00pm. Failure to submit the required documents within the timeframe will result in the application being marked as incomplete.

☑ I agree

Team Go Burbank Festival 2026 (August & November) | Project Plan

Executive Summary

Team Go Enviro ("TGE") is an experienced event host of McCambridge Park (Burbank California) community meetups, using the free mobile-game "Pokémon GO" as a key activity driver. TGE wishes to ofer scaled-up events.

Team Go Burbank Festival 2026 aims to be deployed as four weekend day events in mid-August and mid-November of 2026. TGE has been hosting such events since 2023, and seeks to scale up attendance via Burbank Community Grant. TGE ran on a budget of approximately $1500 in 2025. The budget to run four scaled-up events (an August and November weekend) will cost another $2000 on top, driven largely by the need to secure liability insurance to cover a large headcount, but also driven by higher park permit fees and a need for more supplies.

To scale up, the main infrastructure (ez-up booths) and labor do not change from prior years. As no commercial activities occur and no vendors involved on site, the overhead is kept simple. Permits are secured three months in advance for Picnic Area 4 of McCambridge Park, insurance secured in a timely fashion, and notification to the community is already included free of charge via TGE's membership in the Burbank Chamber of Commerce.

Overall costs are minimized via membership with TGE's membership in the Burbank Chamber of Commerce, and TGE's relationship with Niantic Labs, which created Pokémon GO. Niantic supplies free materials for such events.

During the Team Go Burbank Festival event, crafts, games and giveaways will be ofered free to the public. The mechanism to achieve this is the same as we've already done with our volunteer crew since 2023. We clean up are event area prior to the event, and after the event as well. Hundreds of Burbank residents and many southern California area persons attend, and we want a strong Burbank representation.

Submitted Respectfully

Team Go Enviro (EIN: 33-1687728)

Rit Lu
Tel: (562) 805-1665, RithyLu@tmail.com

One attachment: record of prior events

CITY MANAGER'S OFFICE

COMMUNITY EVENTS AND PROGRAM GRANT

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Required Documents:

- Proposed Project and Budget Plan
- Proof of 501(c)(3) status and IRS determination letter
- Financial Statements for the past two years

Primary Contact Information

Name *
Gloria Salas

Title (If Applicable)
Advocacy Chair

Phone *
[redacted]

Email *
[redacted]

Organization's Information

Organization Name *
Zonta Club of Burbank Area Foundation

Organization Address *
P.O. Box 7226

City *
Burbank

State *
California

Zip Code *
91501

Has the organization received funding from the City of Burbank in the past? *
Yes

Project Title *
S.OA.P. Project - Human Trafficking Awareness Outreach

Past Grant Type *

Other

Other Grant Type *

Kiwanis Grant

Date Received *

Jul 19, 2025

Amount of Funds Received *

$ 1,500.00

Description of Organization. Please include the types of services the organization provides. *

Zonta Club of Burbank Area ("ZCBA") is a service club chartered in Burbank in 1936 and solely run by volunteers. It is a member of the global organization, Zonta International, which advocates for gender equity. The club supports women who have survived major challenges in their lives by offering them education grants up to $2000 allowing them to pursue or continue their education. We have provided essential period and personal hygiene items for women at the YMCA Glendale/Pasadena domestic violence shelter, the the Downtown Women's Shelter and Journey Out (an organization that assists sex trafficking survivors). Over the last several years we have had community drives to collect clothing for Armenian women during the Azerbaijan war; collected medical supplies for the people of Ukraine during the onset of their war; we have distributed gently used business clothing for M.E.N.D. for women headed back into the workplace and collected canned goods for the Family Service Agency's pantry. We also provide resources for women escaping domestic violence situations. We also donated new clothes, shoes and hygiene products to women who were evacuated during the Sylmar fire in early 2025.

Mission or Purpose of the Organization. *

Zonta Club of Burbank's mission is to build a better world for women and girls through service and advocacy.

Provide the Approximate Number of Burbank Residents Served. *

500

Event/Program Name *

S.O.A.P. Project

Amount of Funds Requested *

$ 1,500.00

Total Budget for Event/Program *

$ 3,000.00

Event/Program Duration *

Single Day

Start Date *

Jul 2, 2026

End Date *

Jul 2, 2026

Additional Date Details

July 2nd or July 8th are the target dates. We would like to distribute the soaps to the hotels and motels and anti-human trafficking materials prior to July 18th - the start of the Burbank's Fan Zone Days.

Description of the Proposed Community Event/Program *

Our goal is to organize a human trafficking awareness outreach event in Burbank in partnership with the SOAP Project (Save Our Adolescents from Prostitution). This project will educate the community and local businesses, especially the hotels and motels about the prevalence of human trafficking, most especially during big sporting events. The project consists of a soap and makeup remover wipe labeling session, during which volunteers will watch a short video presentation by human trafficking survivors. If financially possible, we would like to invite a survivor from a nonprofit to address the volunteers. Volunteers will label soap bars and makeup remover wipes with hotline information for human trafficking victims which will deliver them, together with informational packets, to Burbank hotels.

Organizational Capacity

Question 1a *

Members of the Zonta Club of Burbank Area have been executing events since 1936. The Zonta Club was known for its annual Woman of the Year luncheon which required much organization. Our club members possess expertise in event planning and outreach. Our partnerships with local nonprofits, such as the Burbank Noon Rotary and Burbank Noon Kiwanis allow us to deliver effective programs. Our members bring decades of experience in project management, event planing and nonprofit management. Over the years our club has put on various anti-human trafficking seminars bringing in speakers well versed on the topic. Just last year we put on a Red Sand Project that brought in over a hundred persons and raised awareness about human trafficking through an interactive art installation.

Please describe the organization's capacity to successfully execute events or programs, including information such as the organization's track record of community engagement, expertise of staff, and/or previous successful events or programs.

Question 1b *

Through judicious investing in the Community Foundation of the Verdugos, our financial situation is stable. The Zonta Club of of Burbank Area has a strong track record of hosting impactful events. We have partnered with the Burbank Noon Rotary, Burbank Noon Kiwanis, Boys & Girls Club and Family Service Agency, to name a few, to deliver effective programs.

How does the organization's financial stability, management practices, and partnerships with other organizations or community groups support your ability to deliver successful programs?

Event/Program Feasibility

Question 2a *

The proposed event is part of the national S.O.A.P. Project specifically focused on educating the public to increase awareness of the prevalence of human trafficking in communities across the United States and prevent teens from being victimized by sex trafficking. The Zonta Club believes this event is important, especially in light of the upcoming Fan Zone activities and the upcoming 2028 Olympics. The ultimate goal is to educate the community and local businesses about the prevalence of sex and labor trafficking and how to spot and report the activities to the authorities. The project consists of small soaps and makeup remover wipes which will be labeled by the volunteers with the anti-human trafficking hotline number stickers.

The goals are to:
Raise awareness about human trafficking, especially among local hotel employees who may unknowingly encounter trafficking victims;
Equip hotel staff with resources to recognize and report signs of trafficking;
Distribute the soap bars and makeup remover wipes to the hotels;
Educate volunteers and the community about human trafficking through an informative presentation and video session.

Please describe the proposed event/program, including the defined goals, methodology, and approach to achieve them.

Question 2b *

The SOAP Project travels all over the United States to hold outreaches during large events. It partners with local organizations to distribute millions of bars of soap, hand-labeled with a red band giving the National Human Trafficking Hotline number -1(888)373-7888-. SOAP Outreaches are scheduled around high-demand events like the Super Bowl, NCAA Final Four, Indy 500, FIFA and the Olympics, among a few.
To achieve our goals, we will adopt a collaborative approach to encourage community participation. We will reach out to and invite individuals, families, faith communities and nonprofits to become involved in a hands-on project. Based on our Club's past experience in developing and executing events, we believe that this project is feasible in the timeline provided.

How will the organization ensure that the project is feasible within the available resources and timeline?

Question 2c *

Finalize event date and location - April 30
Submit grant application to City of Burbank - April 2
Start outreach to nonprofits, faith communities, clubs, etc - May 1
Design promotional materials and event flyers - May 5
Launch social media campaign to announce event - May 11
Distribute flyers to local merchants, etc - May 11
Send invitation flyers to City personnel and council members - week of May 10th
Send out news release to local t.v. stations, newspapers - middle of May (repeat during June)
Presentation at Burbank City Council - Tuesdays in June
Event day - July 2nd or 8th

Please provide a detailed work plan outlining the timelines, deliverables, and overall feasibility of the proposed event/program.

Community Impact/Need

Question 3a *

This project raises awareness of human trafficking, particularly in light of Burbank's Ordinance passed in early 2024. In a past human trafficking awareness seminar, one of the Survivor/Advocates mentioned that memories were triggered as she drove off the freeway onramp and passed several Burbank hotels where she had been trafficked and kept for weeks on end as a teenager. She ended by saying "Burbank, don't think it doesn't happen here, because it does and it happened to me." With the rise of digital trafficking and the influx of visitors to Burbank for sporting events, the community needs to be informed as to what trafficking is, the forms it takes, how to recognize it and how to report it.

How does the event/program address the specific needs of the Burbank community?

Question 3b *

This is a hands-on project that will celebrate community involvement but also make a powerful statement that the City of Burbank is taking action against trafficking in all its forms. This also includes the posters that are required to be placed by certain businesses in plain sight of the public.

Please explain how the event/program will positively impact residents and visitors and how it will address an existing gap in services.

Budget and Financial Management

Question 4a *

SOAP Project outreach brochures: $20
Two cases of 2,000 soap bars: $450
Four cases of 500 makeup remover wipes: $900
Front desk and Housekeeping cards: $80
Folders for hotel presentations: $50
Total material and requested cost: $1,500
Additional licensing fee for video plus honorarium for travel expenses for Survivor - approximately $1,500

Please provide a clear and detailed description of how the requested grant funds will be allocated and used to support the proposed event/program.

Question 4b *

We will hold back a small reserve fund from previous fundraising efforts. We will seek sponsorship opportunities from members of the community. We will monitor expenditures closely and adjust allocations as necessary to prioritize essential items for the event.

If the organization is not awarded the full amount requested, please explain how this would impact the proposed event/program and how the organization would manage the funding discrepancy (e.g., securing additional funding elsewhere, modifying the scope or scale of the event, etc.)

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☑ I agree

PROPOSED PROJECT AND
BUDGET PLAN

ITEM	AMOUNT
SOAP Project Outreach Brochures	$20
Two cases of 2,000 soap bars	$450.00
Four cases of 500 makeiup remover wipes	$900.00
Front desk and Housekeeping cards	$80.00
Folders for hotel presentations	$50.00
Total material and requested cost	**$1,500.00**
Promotion flyers, Video licensing fee plus travel expenses for Survivor (donations to be requested)	approx $1,500

STAFF REPORT

FINANCIAL SERVICES

DATE: May 5, 2026

TO: Justin Hess, City Manager

FROM: Jennifer Becker, Financial Services Director
BY: Leana Mkrtchyan, Assistant Financial Services Director
Joy Escalante, Budget Manager
Cathy Jaramillo, Sr. Administrative Analyst

SUBJECT: Review of the Proposed Fiscal Year 2026-27 Budget

RECOMMENDATION

Review the proposed recommendations for the Fiscal Year (FY) 2026-27 Budget and Citywide Fee Schedule.

BACKGROUND

The City of Burbank has experienced several consecutive years of budget growth, due to rapid economic growth in the years following the COVID-19 pandemic as well as the impacts of inflation on the City's revenue base. The local economy entering FY 2026–27 is expected to remain stable but moderating, with continued strength in property-based revenues, ongoing investments in new businesses and development throughout the City, and continued tourism growth. These factors are partially offset by sluggish retail sales and ongoing volatility in the entertainment sector, Burbank's leading source of employment. The security of Burbank's federal funding sources and the performance of CalPERS' investment returns also remain a concern due to the impact of shifting federal policies on the stock market and the overall U.S. economy.

While U.S. economists are not currently projecting a recession in 2026, the risk is now considered elevated due to rising inflation, weak job growth, and geopolitical conflicts. Consequently, as Burbank heads into a new fiscal year, the City is projecting slower revenue growth and heightened uncertainty compared to prior years. Fortunately, prior City Council decisions to increase reserves and set aside funds for future liabilities have

placed Burbank in a favorable position to weather any future economic instability during these uncertain times.

The FY 2026-27 Proposed Budget was developed using a conservative and responsible approach for both revenues and appropriations while meeting the community's needs and addressing the goals established by the City Council. Despite these efforts, the General Fund financial forecast does reflect a recurring budget deficit for the fiscal years 2026-27 through 2030-31. Staff is committed to mitigating this structural imbalance by continuing to implement cost-saving initiatives, identifying future efficiencies and revenue-generating opportunities, and maintaining financial policies that will provide long-term recurring savings to the City. The Proposed FY 2026-27 Budget also includes additional one-time funding towards paying down pension liabilities and the ongoing investment in maintaining and improving the City's infrastructure, in support of continuous improvement and financial sustainability.

DISCUSSION

FY 2026-27 General Fund Budget Overview

Based on the projected FY 2026-27 revenues and proposed recurring appropriations, staff is projecting a recurring deficit of approximately $2.6 million in FY 2026-27 (see details included within the FY 2026-27 Budget Matrix in Attachment 1). This does not include several proposed discussion papers addressed later in this report. Factoring in the anticipated ending balance from FY 2025-26, contributions to reserves, and proposed one-time appropriations, staff is expecting an available one-time balance of $28 million in the General Fund at the end of FY 2026-27.

FY 2026-27 General Fund Revenue

Despite the political instability here at home and throughout the world, the broader economic climate in the U.S. continues to show signs of growth. However, Burbank residents continue to face a significant financial squeeze as high living costs outpace modest wage growth and the local entertainment industry remains uncertain. Inflation is once again on the rise, and high insurance premiums, elevated gas prices, and the cost of other essential goods continue to reduce discretionary household income. The City's financial forecast reflects modest growth while considering heightened uncertainty related to global conflict, energy prices, the local job market, and general consumer behavior.

Burbank's General Fund recurring revenue estimates of $272.2 million for FY 2026-27 represent a 4.4% increase over the revised FY 2025-26 projections. Sales tax and property tax continue to be the General Fund's largest revenue sources, representing 54% of recurring revenue.

Table 1 shows the actual FY 2024-25 revenue, the adopted and revised estimates for FY 2025-26, and the projection for FY 2026-27. For further details on the City's revenues, please refer to the "Revenues" section of the FY 2026-27 Proposed Budget.

Table 1 - General Fund Recurring Revenues FY 2026-27

REVENUE CATEGORY	ACTUAL TOTAL FY 2024-25	ADOPTED RECURRING FY 2025-26	REVISED RECURRING FY 2025-26	PROPOSED RECURRING FY 2026-27	% CHANGE
Sales Tax	$ 61,777,433	$ 63,381,000	$ 59,981,000	$ 60,926,301	1.6%
Property Taxes	79,552,424	82,557,013	82,557,013	85,859,293	4.0%
Utility Users Tax	18,938,967	20,802,308	20,802,308	22,425,000	7.8%
Services Charges - Intra City	16,538,801	17,590,495	17,590,495	19,331,887	9.9%
Services Charges	29,342,183	28,529,794	29,029,794	30,009,375	3.4%
In Lieu of Tax	10,378,721	10,694,333	10,694,333	11,753,000	9.9%
Interest/Use of Money	11,165,587	4,612,156	4,612,156	4,469,600	-3.1%
Parking/Traffic/Other Fines	3,373,211	2,864,000	3,164,000	3,417,000	8.0%
Transient Occupancy Tax	13,352,395	14,407,120	14,207,120	14,633,334	3.0%
Building Permits/License Fees	9,603,976	7,072,531	7,072,531	7,488,785	5.9%
Transient Parking Tax	5,273,058	4,889,040	4,889,040	5,270,000	7.8%
Business Taxes	2,600,906	2,538,000	2,538,000	2,614,000	3.0%
Franchises	1,455,355	1,535,400	1,535,400	1,551,000	1.0%
Intergovernmental Revenues	11,692,885	1,985,961	1,985,961	2,446,189	23.2%
TOTAL REVENUE	**$ 275,135,405**	**$ 263,459,151**	**$ 260,659,151**	**$ 272,194,764**	**4.4%**

NOTE: FY 2024-25 includes $16.4M of non-recurring revenue.

- **Sales Tax:** Preliminary sales tax results for the second quarter of FY 2025-26 (fourth quarter calendar year 2025) after correcting for one-time adjustments, were down 7.8% compared to the same quarter in the prior year. Receipts declined in all major industry tax groups except for General Consumer Goods, Restaurants and Hotels, and Building and Construction. The Auto and Transportation category reported the largest decline of 53% due to a change in the total taxpayers' statewide allocation. This loss also resulted in the City's share of the countywide tax pool diminishing, resulting in a 4.6% decline in related pool revenues. Fuel and Service Station results were down 4.6%, directly related to crude oil prices and a decline in consumption. The Business and Industry category reported a 15.9% decline, primarily due to one-time payments that occurred in the prior year.

  The City's Transactions and Use Tax (TUT) revenues, which are derived from Measure P, outperformed traditional sales tax receipts, with a fourth quarter increase of 1% compared to the prior year. The General Consumer Goods category increased 6% and Building and Construction was up 4.2%. The largest gains were reported from in-store and online retail sales.

Overall, Burbank's sales tax revenues are anticipated to improve 1.6% for FY 2026-27 based on the forecast from the City's sales tax consultant, HdL, which is consistent with statewide forecasts. Growth is expected to continue at a slow and steady pace, with inflation and essential spending supporting sales tax revenues, though not at levels sufficient to fully offset declines experienced in prior years.

- **Property Tax:** A total tax of 1% is levied on the Assessed Value (AV) of property as determined by the Los Angeles (LA) County Assessor. The City of Burbank receives approximately 18.5% of the 1% levy on the AV. Under Proposition 13, AV on parcels with continuing ownership may change by inflation as defined by the California Consumer Price Index (CPI), up to a maximum increase of 2%. The State has released CPI growth, and for FY 2026-27, the AV of properties will increase by 2%. Other sources of AV growth are change of ownership, new construction, recapture of prior Prop 8 impairments of value, change to values for unsecured items such as aircraft, and post Redevelopment residual distribution.

  Compared to FY 2024-25, citywide AV increased by 2.6%, or $854 million for FY 2025-26, with General Fund related AV increasing by 3.7%. The increase in AV was driven primarily by the annual inflationary adjustment (CPI), transfers of ownership (reassessments), and new residential construction. These factors added $1.3 billion to the tax roll. Staff is projecting property tax revenue to increase by 4% for FY 2026-27, reflecting the continued growth throughout the City.

  The median sales price of a detached single-family residential home in Burbank for the first quarter of 2026 was $1.3 million. This represents a 5% increase from the fourth quarter of 2025 and a 2% increase from the first quarter of 2025. The California housing market is leveling off, with home prices stabilizing and listings taking longer to sell. The market is cooling down as mortgage rates remain elevated but relatively flat, transitioning into a more balanced and sustainable environment for buyers and sellers.

- **Utility User's Tax (UUT):** Burbank's UUT rate of 7% is applied to telephone, gas, and electric usage. Unlike other cities, Burbank does not apply this tax to water, cable television, sewer, and refuse collection usage/sales. In May 2025, the Burbank City Council adopted two consecutive years of electric rate increases of 9.9%, effective January 1, 2026, and January 1, 2027. General Fund UUT revenue is anticipated to increase by 7.8% for FY 2026-27, attributable to the electric rate increase along with higher natural gas prices. These increases are offset by reduced electric usage due to efficiencies as well as the continual decline in wireless telecom revenue, as wireless plans shift towards nontaxable data charges.

- **Service Charges:** Service charges are fees charged to users of city-provided services and are designed to at least partially cover the costs incurred for providing these services. The Fire Department projects a 14.6% increase in EMS revenues due to the deployment of a fourth 24/7 rescue ambulance, an increase in emergency medical transports, and the Department's participation in the Public Provider Emergency Medical Transport (PPGEMT) program. Other projections for FY 2026-27 include revenue increases for Parks and Recreation related to the reopening of the Starlight Bowl, increased Golf Green fees at the DeBell Golf course, and increased contract fees. Public Works revenue increases relate to ongoing developments and residential activity throughout the City. Staff is forecasting an increase in service charge revenues of 3.4% for FY 2026-27.

- **Parking/Traffic/Other Fines:** Parking fines are issued by the Burbank Police Department and represent a small portion of the General Fund revenue. Revenues are dependent on the amount of the fine, the number of citations issued, and the amount retained by the County and State agencies. For FY 2026-27, revenue in this category is anticipated to increase by 8% from the revised FY 2025-26 budget, given the new parking management program in Downtown Burbank and improved citywide parking enforcement efforts.

- **Transient Occupancy Tax (TOT):** The City receives 10% TOT on short-term lodging rentals within the city limits. Local tourism has been impacted by decreased international travel, public safety concerns, and increased competition with other destinations. The average hotel occupancy rate for the first quarter of 2026 was 74.8%, down from 76.5% in the prior year. Occupancy levels in 2025 rose significantly due to the displacement demand from the Eaton fires. According to Visit California’s February update, 2026 domestic visitation to California is expected to increase by 1.7% while international visitation is expected to grow by 2.7%. Staff anticipates Burbank’s tourism growth to exceed those expectations in the coming year with the opening of the FIFA World Cup in June 2026 and the Super Bowl in 2027. For FY 2026-27, Burbank is projecting a 3% increase in TOT from the revised FY 2025-26 projection.

- **Transient Parking Tax (TPT):** The current rate for TPT is 12% and is charged by parking lot operators (e.g., airports, businesses, hotels, and restaurants) for short-term parking. With approximately 85% of the parking tax revenue derived from lots at or directly serving the Hollywood Burbank Airport, the City’s TPT is dependent on travel demand. Despite a slight decrease in airport passenger counts in early 2026, staff anticipates TPT revenues to increase by 7.8% for FY 2026-27 as a result of the new airport terminal opening in October.

FY 2026-27 General Fund Expenditures:

The Mid-Year Financial Report was presented to the City Council on March 10, 2026, and projected a recurring General Fund deficit of $4.2 million heading into FY 2026-27. Despite the forecasted budget deficit, the City began the FY 2026-27 budget development process striving to avoid any significant budget cuts that would negatively impact programs and services that benefit the Burbank community. This was accomplished through a combination of actions, including limiting new recurring budget requests to items critical to maintaining operations, exploring long-term options to enhance City revenues, working with labor to implement joint solutions, and taking advantage of the City's strong cash position to bridge the remaining gap with one-time funds.

Proposed recurring General Fund appropriations for FY 2026-27 are $274.8 million, an increase of approximately 4.8% over last year's adopted recurring budget of $262.2 million, with MOU increases and related pension expenses serving as the largest driver of that increase. While staff made significant efforts to maintain spending at existing budget levels citywide, the City Manager did approve several budget requests that were identified by departments as immediate funding needs in order to maintain service levels as well as a handful of one-time items that directly align with the City Council's identified goals.

Roughly $2.9 million in new General Fund recurring budget requests ($1.4 million net of revenue) and $3.8 million in one-time requests were incorporated into the FY 2026-27 Proposed Budget. The following chart summarizes the total new proposed General Fund budget requests (net of revenue) by department. A comprehensive listing of all budget requests by department is included in the Proposed FY 2026-27 Budget Document under the "New Budget Requests" tab.

Table 2 - General Fund Budget Requests by Department FY 2026-27

DEPARTMENT	NEW BUDGET ITEMS (Recurring)	NEW BUDGET ITEMS (One-Time)	TOTAL REVENUE OFFSET	NET TOTAL
City Attorney		$280,000		$280,000
Community Development	$149,517	$644,063	$149,517	$644,063
Fire	$1,625,000	$1,992,925	$1,030,000	$2,587,925
Library Services	$7,861	$90,000		$97,861
Management Services		$79,420		$79,420
Park & Recreation	$999,639	$656,250	$295,327	$1,360,562
Police		$25,000	$25,000	
Public Works	$123,000	$60,000		$183,000
TOTALS:	**$2,905,017**	**$3,827,658**	**$1,499,844**	**$5,232,831**

The following are some of the notable new items included in the Proposed FY 2026-27 Budget:

- The Burbank Fire Department is requesting funding to maintain the 24/7 ambulance pilot program on a recurring basis, which is largely offset by increased EMS revenues resulting from the program's implementation. A one-time appropriation request is also included for the replacement of several emergency apparatus, including an aerial ladder truck, three rescue ambulances, and a command staff vehicle.

- The Community Development Department is proposing to add a new Senior Administrative Analyst position to administer projects and programs for the Burbank Hospitality Association (BHA). This request is fully offset by the Tourism Business Improvement District (TBID). In addition, a one-time funding request is included to sustain the current level of homeless programs and services aligned with the City's approved Homelessness Plan.

- The Parks and Recreation Department is adding recurring funding for DeBell Golf Course operations amidst rising costs associated with utilities, services, goods and labor. Funding is also requested to cover costs associated with transitioning from the City's annual July 4th fireworks display to a drone light show to address heightened wildfire risks.

Discussion Papers:

At this time, seven items have been identified as discussion papers for FY 2026-27. In total, these items would have a General Fund recurring impact of $65,000. A summary of these items, along with the individual discussion papers, can be found in the "Discussion Papers" tab of the Proposed Budget Document. Throughout the Budget presentation process, City Council members will have the opportunity to identify additional items they would like to consider for discussion papers. These items will be compiled and reviewed at the Budget presentation on May 19th.

Citywide Fee Schedule

The FY 2026-27 Proposed Fee Schedule remains in compliance with the City Council's adopted policy, which provides a set of principles to determine when, and if, cost recovery is appropriate for different types of fees for services based on the benefits to the user. Some of the more notable changes to the Fee Schedule for FY 2026-27 include fees to expedite the process for plan checks and permit applications, off-street parking during special events, and fees to operate the lights for evening field reservations. The FY 2026–27 Fee Schedule includes proposed increases to most of the City's fees for services, in line with the City Council's cost recovery policy. This policy is intended to create a consistent, objective fee structure that reflects industry best practices and ensures

compliance with Proposition 26, which restricts certain fees to the reasonable cost of providing services. The City last conducted a comprehensive User Fee Study in FY 2022–23 to evaluate its fee structure and accurately assess the cost of delivering various programs and services. Based on that study's recommendations, staff propose adjusting City fees by the Consumer Price Index (CPI) to preserve the current level of cost recovery. To support the regional entertainment industry and strengthen Burbank's local economy, film permits and all fees related to filming have been exempted from CPI-based increases for FY 2026-27. There are no recommended fee increases for film related fees.

It is important to note that the Burbank Program, Activity, and Service Subsidy (PASS) Program provides financial assistance for Burbank residents to afford them the opportunity to participate in citywide services. Currently enrolled in the program are 829 participants, with subsidy amounts ranging from 40%-80% depending on the activity or service. The Parks and Recreation Department oversees the administration of the PASS program, and detailed information can be found on the department's website.

FY 2026-27 State Budget Proposal

In early January, Governor Newsom released his proposed State of California budget for FY 2026-27. This proposal serves as the beginning of deliberations in the State Legislature, leading to final budget adoption in June 2026. The proposal calls for a $348.9 billion budget, with a General Fund total of $248.3 billion. The proposed budget estimates $2.9 billion in various budget solutions to close a modest shortfall in FY 2026-27. Last year, the administration was proactive in taking a multi-year approach and addressing shortfalls ahead of time. This approach, along with a surge in tech-driven revenues, has contributed to a stronger fiscal position for the upcoming year. Revenue receipts have continued to improve since June 2025 and have contributed to strong growth for FY's 2025-26 and 2026-27.

The proposed budget includes three categories of discretionary proposals:

- Short-term proposals providing $2.8 billion of budget savings primarily by suspending a required "true-up" deposit into the Rainy-Day Fund.
- New discretionary General Fund spending of $570 million for various priority programs and $180 million for the extension of existing tax incentives, such as the California Competes Tax Credit.
- New discretionary reserve balance of $4.5 billion for the Special Fund for Economic Uncertainties (SFEU), to provide support in dealing with unanticipated cost increases, such as for wildfires, federal policy shifts, or declines in revenue.

The Governor is revising the revenue forecast from the 2025 Budget Act due to the economy's stronger than anticipated performance, particularly in the high-wage technology sector. The three main drivers of the revision are as follows:

- Personal income tax ($16.4 billion)
- Corporation tax ($24.6 billion)
- Pooled money interest ($1.2 billion)

The 2025 Budget Act assumed withdrawals of $7.1 billion in FY 2025-26 from the Budget Stabilization Account (BSA), also known as the Rainy-Day Fund. The BSA receives 1.5% of the General Fund tax revenue as well as a portion from capital gains. The FY 2026-27 proposed budget maintains the planned withdrawal but also proposes a new $3 billion deposit for the upcoming year to bolster long-term stability. The State has maintained a disciplined approach to reserves, projecting a total of $23 billion in combined insurance funds by the end of the fiscal year.

The State of California utilizes revenue from per-gallon fuel taxes and motor vehicle registration charges to fund road and transit improvements. Local city and county shares are distributed through the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (RMRA) established by Senate Bill 1 (SB-1). Under SB-1, rates are adjusted annually using the California Consumer Price Index (CPI), effective July 1 and January 1 of every year for fuel taxes and vehicle registration rates. Despite lower fuel consumption, scheduled rate increases stipulated in SB-1 have kept local allocations of revenue growing at a modest pace, though this growth is expected to flatten out by FY 2027-28. To offset the decline in fuel tax, vehicle registration tax revenues, such as the Transportation Improvement Fee and the Zero Emission Vehicle (ZEV) Road Improvement Fee), are forecasted to increase. For FY 2026-27, the City of Burbank is estimated to receive $3.0 million in RMRA revenue, an increase of 3.6% from FY 2025-26 projections. HUTA is anticipated to receive $3.1 million, a modest increase of 1.7% from the prior year. Staff will continue to monitor developments in the state budget process and provide updates to the City Council as necessary.

General Fund Financial Forecast

The intended purpose of the financial forecast is to foster an understanding of long-term financial trends and their impact on the City's overall financial picture. This perspective allows the City Council and City management to make informed financial decisions today while fully understanding the future financial impacts of decisions.

Projected Revenues and Expenditures:

Forecasted revenues are driven by the parameters included in Attachment 2. These assumptions are inherently conservative; however, there is a risk that certain revenues may not perform as projected due to economic cycles, changing legislation, and other external factors. Staff will update projected revenues periodically throughout the year as new information becomes available.

It is staff's expectation that both recurring revenue and recurring expenditure growth will average 3.9% over the next five years (FY 2026-27 through FY 2030-31). Revenue expectations have been revised based on the most recent economic data available, as well as in recent and planned business openings and developments. The average revenue growth in the current forecast includes projections of 2.8% for Sales Tax and 4.4% for Property Tax, the City's largest general fund revenue sources.

The two main drivers of expenditures for the General Fund are salaries and benefits, including the CalPERS rates that are applied to the base salaries. The forecasted expenditure growth assumes the following costs:

Memorandum of Understanding (MOU) Projected Costs:
Salaries and benefits currently comprise approximately 73% of the General Fund recurring budget. As such, the MOU negotiation process for the various bargaining groups plays a significant role in determining the City's financial position. All bargaining groups have MOUs in place for FY 2026-27, except for the Burbank City Employees' Association (BCEA). Aligning with Council's Financial Policies related to employee compensation, the General Fund forecast includes assumptions for salary and benefit growth over the next five years based on projected market rates for all employee groups. Market rates are determined through salary and benefits surveys, which compare the City's job classifications to those of similar organizations throughout the region. The City of Burbank calculates the average salary paid for comparable positions to determine whether employee salaries are at market value.

Public Employees Retirement System (CalPERS) Costs:
Managing costs associated with pensions continues to be a challenge for CalPERS cities throughout California, and Burbank is no exception. In previous years, the City has taken measures toward mitigating pension cost increases, including:

- Sending Additional Discretionary Payments (ADPs) to CalPERS over the City's required contributions to decrease Burbank's unfunded liability
- Establishing a Section 115 Trust to offset future pension volatility
- Increasing employee contributions toward their pension costs

Based on the recent actuarial reports, Burbank has an Unfunded Actuarial Liability (UAL) of just under $435 million across the City's three pension plans. The funded status for the City's three plans is currently 79% for Miscellaneous, 73% for Police, and 75% for Fire, for an average of 75%, up from 74% in the prior year. Table 3 shows the actual CalPERS employer rates and UAL contributions for the three employee classifications for the current FY 2025-26, the upcoming FY 2026-27, and the projected employer rates and contributions for the following two fiscal years (FY 2027-28 and FY 2028-29).

Table 3 – City of Burbank Pension Costs FY 2025-26 – FY 2028-29

Classification	Actual FY 2025-26*	Actual FY 2026-27	Projected FY 2027-28	Projected FY 2028-29
Police 3% @ 50 Rate	22.80%	21.72%	21.10%	20.60%
Police Liability Payment	$8,314,615	$8,871,926	$9,706,000	$10,824,000
Fire 3% @ 55 Rate	18.32%	17.50%	17.10%	16.70%
Fire Liability Payment	$5,818,144	$7,081,964	$7,667,000	$8,547,000
Misc 2.5% @ 55 Rate	10.76%	10.49%	10.30%	10.10%
Misc Liability Payment	$21,711,502	$24,614,685	$26,298,000	$29,636,000

*Amounts shown are the total employer contribution amounts required for FY 2025-26. The City has completed the prepayment of the additional UAL payment to CalPERS, which will result in a net savings of $1,331,066 citywide.

It is important to note that Burbank's projected liability payments are based on an annual actuarial study that assumes CalPERS will meet its expected rate of return of 6.8% annually, as well as a set of demographic assumptions that inform the development of future pension rates. In November 2025, CalPERS adopted an experience study analyzing economic and demographic assumptions such as life expectancy, disability rates, and inflation. Costs are expected to increase for all groups beginning in FY 2027-28 due to the increased salary scale and inflation.

Building on the strong returns of 11.6% from the previous fiscal year, CalPERS highlighted the fund's continued growth during their spring 2026 meetings, indicating that they have generated nearly $43 billion in investment returns since the start of the current fiscal year. This performance has been largely driven by robust gains in public equities, which saw one-year returns of approximately 23.5%; however, recent fluctuations in the stock market may impact fiscal year-end returns. Any investment gains or losses experienced in the current fiscal year or changes to actuarial assumptions will affect Burbank's funded status and the City's required UAL payments beginning in FY 2028-29.

The City Council's Pension Funding Commitment Policy requires the City to contribute half of any year-end General Fund balance over 6% of the budgeted recurring appropriations to fund employee pension liabilities. This funding is required if employee pension benefits are less than 90% funded. Burbank has complied with this policy by sending Additional Discretionary Payments (ADPs) to CalPERS over the City's required contributions as well as depositing funds into a Section 115 trust which was established in 2020 to help support future pension-related economic volatility. Since 2019, the City has contributed $71 million in ADPs, generating $9.5 million in recurring budget savings citywide, and $6.6 million to the General Fund.

Given the continued success of these pension investments, staff is proposing a new multi-year pension funding plan which invests an additional $24 million in pension funding over the next four years. It is anticipated that this investment will generate over $1 million in recurring pension savings for each subsequent year of the plan, with about $750,000 in savings directly benefiting the General Fund. Included in the Proposed FY 2026-27 Budget is a $6 million one-time pension contribution, of which $4.4 million is allocated to the General Fund. Given the projected General Fund deficit as well as the significant balance accumulated in the Section 115 trust, staff is proposing to utilize those funds to pay the General Fund's share of the ADP payments over the next four years, thus preserving the General Fund's cash balance. The trust has a balance of $35 million as of March 2026.

Financial Reserves

The City of Burbank continues to fulfill the City Council's Financial Policies by fully funding our financial reserves. The City's policy is to designate 15% of the General Fund's operating budget to its working capital reserve, 5% to a designated emergency reserve, and up to 5% to a Budget Stabilization reserve, as adopted by the City Council in previous years. Based on the current figures for the proposed budget as presented, the City will contribute the following amounts to the reserves for FY 2026-27:

- $1,899,321 million to the Working Capital Reserve
- $633,107 to the Emergency Reserve
- $633,107 to the Budget Stabilization Reserve

The City also maintains a Compensated Absences reserve, which was established to offset the City's unfunded accrued leave payout liability and fund estimated annual payoffs that are not included in the operating budget. As of June 30, 2025, the City's total General Fund accrued leave payout liability is estimated at $17.4 million. Currently, the City has $4 million set aside in the Compensated Absences reserve. To fulfill the policy approved by the City Council that this reserve is maintained at or above 25% of the General Fund's total outstanding liability, staff is recommending a contribution of $318,469 in FY 2026-27.

Infrastructure Funding

Adhering to the City Council's adopted Infrastructure Maintenance, Repair, and Improvement Policy, the FY 2026-27 Proposed Budget continues to contribute half of the Measure P TUT revenue to the Municipal Infrastructure Fund 534, in addition to the annual $4.7 million General Fund maintenance of effort.

The FY 2026-27 Proposed Capital Improvement Program (CIP) continues the City's efforts towards addressing the infrastructure needs, with $49.5 million in proposed

general city capital spending from 15 different funds and funding sources, alongside $5.9 million in annual Fund 534 maintenance dollars.

The proposed CIP budget includes two significant capital appropriations for FY 2026-27. The first allocates $11.1 million to the New Burbank Central Library and Civic Center project, which will fund the project expenses through the request for proposal (RFP) process and the selection of a progressive design build team, expected in Summer 2027. The second allocates $15.6 million for construction of the McCambridge Pool Replacement, which is currently in the design phase and is expected to commence construction in FY 2026-27. Also included in the FY 2026-27 CIP is an investment in the City's streets and sidewalks of $5.3 million, several park playground and facility upgrades, and a variety building improvements, including security upgrades, elevator modernization, and painting.

The proposed CIP projects were presented to the Infrastructure Oversight Board (IOB) for review on March 26, 2026 and April 23, 2026, the second of which the IOB formally approved the capital plan for inclusion in the Proposed Budget. Information on individual CIP project appropriations proposed for FY 2026-27 can be found in the "Capital Improvement Program" tab of the FY 2026-27 Proposed Budget document.

ENVIRONMENTAL REVIEW

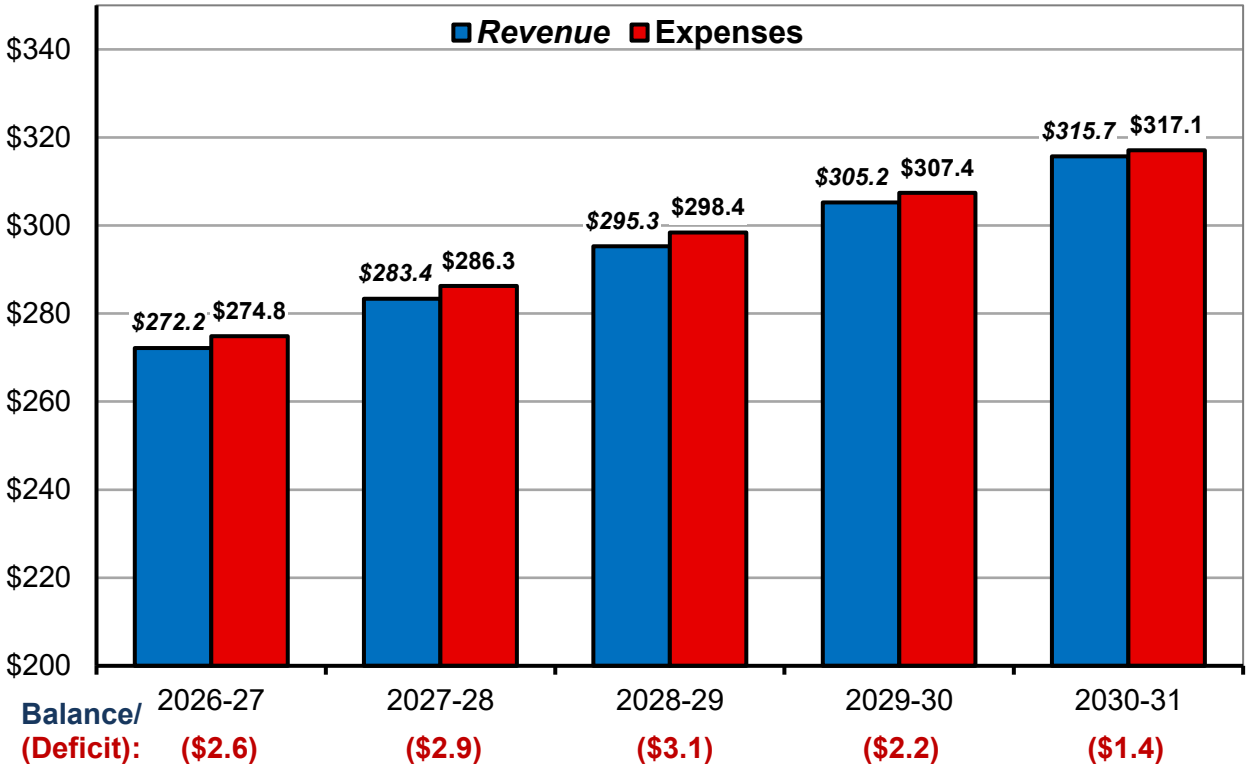
This activity includes the FY 2026-27 Proposed Budget and has no potential for resulting in either a direct or a reasonably foreseeable indirect physical change in the environment. As such, it is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

CONCLUSION

As Burbank faces a structural imbalance in all five years of the General Fund Financial Forecast, the challenge will be for the City to maintain expenditures in line with diminished revenue expectations. Increases in labor agreements, rising pension costs and inflationary impacts on the prices of goods and services, create upward pressure on expenditure growth and generate the need to identify future efficiencies and explore new sources of revenue in order to preserve exiting service levels to the community. As shown in Chart 1, the General Fund's five-year financial forecast includes a recurring deficit of approximately $2.6 million for the FY 2026-27, growing to $3.1 million in FY 2028-29, prior to the consideration of discussion papers. Fortunately, the FY 2026-27 deficit represents less than one percent of the overall budget, and the City's cash position remains strong, with a projected year-end non-recurring General Fund balance of $28 million at the end of FY 2026-27, if the budget is adopted as proposed. It should be noted that there are several risks associated with our projections, including potential CalPERS losses and changes to assumptions, impacts of federal actions, and continuing fluctuations in the economy.

Chart 1 - General Fund Financial Forecast FY 2026-27 through FY 2030-31

(in millions)



Burbank is heading into FY 2026-27 with a proposed budget that reflects the City Council's goals and priorities while still adhering to the City's values of fiscal responsibility. The City Council has consistently pursued sound fiscal policies and strategies like strengthening revenues, paying down pension liabilities, building up reserves, and utilizing one-time funds to make strategic investments to reduce future recurring expenses. In addition to the projected FY 2026-27 year-end General Fund balance of $28 million, Burbank's formal reserves total approximately $65.7 million and will increase with the adoption of this budget. These funds will allow the City to mitigate the impact of further economic fluctuations on the Burbank community over the next several years. Staff will continue to monitor any economic conditions or legislative actions that may impact the City's financial position, and provide updates to the Council.

A dedicated City Council meeting to review the proposed FY 2026-27 Budget is scheduled for May 5, 2026, with continued discussion planned for May 19, 2026. The public hearing and adoption of the citywide budget and fee schedule are scheduled for June 2, 2026. Per the City's Charter, the FY 2026-27 Budget must be adopted by June 30, 2026.

ATTACHMENTS

Attachment 1 – General Fund Projected Spendable Fund Balance FY 2026-27

Attachment 2 – General Fund Financial Forecast FY 2026-27 through FY 2030-31

Attachment 1

CITY OF BURBANK
General Fund Projected Spendable Fund Balance for June 30, 2027
Proposed Budget FY 2026-27

NO.	REVENUE CATEGORY	REVISED BUDGET FY 25-26	CHANGES GROWTH (REDUCTIONS)	PROPOSED BUDGET FY 26-27
1	Sales Tax	59,981,000	945,301	60,926,301
2	Property Taxes	82,557,013	3,302,280	85,859,293
3	Utility Users Tax	20,802,308	1,622,692	22,425,000
4	Services Charges - Intra City	17,590,495	1,741,392	19,331,887
5	Services Charges	29,029,794	979,581	30,009,375
6	In Lieu of Tax	10,694,333	1,058,667	11,753,000
7	Interest/Use of Money	4,612,156	(142,556)	4,469,600
8	Parking/Traffic/Other Fines	3,164,000	253,000	3,417,000
9	Transient Occupancy Tax	14,207,120	426,214	14,633,334
10	Building Permits/License Fee	7,072,531	416,254	7,488,785
11	Transient Parking Tax	4,889,040	380,960	5,270,000
12	Business Taxes	2,538,000	76,000	2,614,000
13	Franchises	1,535,400	15,600	1,551,000
14	Intergovernmental Revenues	1,985,961	460,228	2,446,189
	TOTAL REVENUES	**$ 260,659,151**	**$ 11,535,613**	**$ 272,194,764**

TOTAL RECURRING REVENUES $ 272,194,764 (1)

NO.	EXPENDITURE CATEGORY	PROPOSED SALARY & BENEFITS FY 2026-27	PROPOSED MS & S FY 2026-27	PROPOSED EXPENDITURES FY 2026-27
1	City Council	(608,448)	(1,911,488)	(2,519,936)
2	City Manager	(3,598,627)	(816,596)	(4,415,223)
3	City Clerk	(1,694,666)	(865,852)	(2,560,518)
4	City Treasurer	(991,346)	(202,973)	(1,194,319)
5	City Attorney	(6,656,045)	(582,773)	(7,238,818)
6	Management Services	(6,161,287)	(2,632,026)	(8,793,313)
7	Financial Services	(7,414,896)	(1,364,701)	(8,779,597)
8	Parks & Recreation	(21,925,911)	(18,008,302)	(39,934,213)
9	Library Services	(8,608,025)	(3,159,012)	(11,767,037)
10	Community Development	(15,182,363)	(6,171,468)	(21,353,831)
11	Public Works	(14,681,787)	(7,975,113)	(22,656,900)
12	Fire	(47,702,397)	(9,031,398)	(56,733,795)
13	Police	(62,510,765)	(15,221,057)	(77,731,822)
14	Non-Departmental	(3,829,014)	(5,333,547)	(9,162,561)
	TOTAL EXPENDITURES	**$ (201,565,579)**	**$ (73,276,306)**	**$ (274,841,883)**

TOTAL RECURRING EXPENSES $ (274,841,883) (2)

RECURRING BALANCE / (DEFICIT) $ (2,647,119) (3) = (1) + (2)

----------END OF RECURRING----------

Attachment 1

CITY OF BURBANK
General Fund Projected Spendable Fund Balance for June 30, 2027
Proposed Budget FY 2026-27

		NON-RECURRING	
PROJECTED SPENDABLE FUND BALANCE - JUNE 30, 2026	**$**	**34,237,100**	**(4)**
Formal Reserve Adjustment (FY 2026-27)	**$**	**(3,165,534)**	**(5)**
Contribution to Compensated Absences Reserve (FY 2026-27)	**$**	**(318,469)**	**(6)**
ADJUSTED BEGINNING SPENDABLE BALANCE - JULY 1, 2026:	**$**	**30,753,097**	**(7) = (4) thru (6)**
Non-Recurring Revenue/Use of Resources	**$**	**133,750**	**(8)**
Use of 115 Trust for CalPERS Contribution	**$**	**4,414,200**	**(9)**
Estimated Budget Savings (FY 2026-27)	**$**	**5,496,838**	**(10)**
Proposed One-Time Budget Items	**$**	**(3,952,658)**	**(11)**
ERP Ramp-up Contribution	**$**	**(1,803,703)**	**(12)**
Additional Contribution to CalPERS	**$**	**(4,414,200)**	**(13)**
NET TOTAL NON-RECURRING ITEMS	**$**	**(125,773)**	**(14) = (8) thru (13)**
NON-RECURRING BALANCE POST PROPOSED ITEMS	**$**	**30,627,324**	**(15) = (7) + (14)**
RECURRING BALANCE / (DEFICIT)	**$**	**(2,647,119)**	**(16) = (3)**
PROJECTED SPENDABLE FUND BALANCE - JUNE 30, 2027	**$**	**27,980,205**	**(17) = (15) + (16)**

SCHEDULE A
PROPOSED ONE-TIME ITEMS
GENERAL FUND - FY 2026-27

DEPARTMENT	DESCRIPTION	ITEM TOTAL
SALARIES & BENEFITS:		
Management Services	Police Recruitment Program	$ 79,420
		79,420
MATERIALS, SUPPLIES & SERVICES		
City Attorney	Police Oversight	$ 180,000
City Attorney	Public Records Act Request Compliance	100,000
Community Development	Allied Homeless Services	644,063
Library Services	Job Connect Plus Program	90,000
Library Services	Sister City Funding (year 3 of 3)	25,000
Parks & Recreation	Performing Arts	100,000
Parks & Recreation	Recycling Recepticles	235,000
Parks & Recreation	Senior Nutrition	312,500
Parks & Recreation	Utility Box Beautification Program[2]	8,750
Police Department	Inmate Welfare Funds[1]	25,000
Public Works	Custodial Equipment	60,000
		1,780,313
CAPITAL OUTLAY		
Fire Department	Fire Vehicles	$ 1,992,925
		1,992,925
CONTRIBUTIONS TO OTHER FUNDS		
Non-Departmental	FY 26-27 Capital Improvement Program (CIP) Projects[3]	$ 100,000
		100,000
GRAND TOTAL ONE-TIME ITEMS FY 2026-27		**3,952,658**

[1] *Funded by restricted Inmate Welfare Funds*

[2] *Funded by Art in Public Places Funds*

[3] *Park Development funding for FY 2026-27 CIP Projects*

Attachment 2

General Fund
Financial Forecast FY 2026-27 through FY 2030-31
Proposed Budget FY 2026-27
(Amounts in Thousands)

	PROJECTED				
	2026-27	**2027-28**	**2028-29**	**2029-30**	**2030-31**
Recurring Items:					
Revenues					
Sales Tax	60,926	62,647	64,590	66,643	68,763
Property Taxes	85,859	89,723	93,760	97,980	102,389
Utility Users Tax	22,425	23,546	24,724	25,960	26,739
Services Charges - Intra City	19,332	20,298	21,110	21,849	22,505
Services Charges	30,009	31,060	31,991	32,951	33,940
In Lieu of Tax	11,753	12,341	12,958	13,606	14,014
Interest/Use of Money	4,470	4,514	4,559	4,605	4,651
Parking/Traffic/Other Fines	3,417	3,588	3,731	3,843	3,920
Transient Occupancy Tax	14,633	15,585	17,065	16,468	16,879
Building Permits/License Fees	7,489	7,788	8,061	8,303	8,552
Transient Parking Tax	5,270	5,534	5,810	5,984	6,164
Business Taxes	2,614	2,692	2,773	2,856	2,942
Franchises	1,551	1,567	1,582	1,598	1,614
Intergovernmental Revenues	2,446	2,495	2,545	2,596	2,648
Total General Fund Revenues	**$ 272,195**	**$ 283,378**	**$ 295,261**	**$ 305,243**	**$ 315,719**
Expenditures					
City Council	$ (2,520)	$ (2,625)	$ (2,729)	$ (2,828)	$ (2,932)
City Manager	(4,415)	(4,565)	(4,689)	(4,815)	(4,954)
City Clerk	(2,561)	(2,653)	(2,734)	(2,814)	(2,901)
City Treasurer	(1,194)	(1,235)	(1,268)	(1,302)	(1,339)
City Attorney	(7,239)	(7,474)	(7,659)	(7,853)	(8,067)
Management Services	(8,793)	(9,105)	(9,375)	(9,646)	(9,939)
Financial Services	(8,780)	(9,074)	(9,314)	(9,561)	(9,831)
Parks & Recreation	(39,934)	(41,433)	(42,800)	(44,142)	(45,575)
Library Services	(11,767)	(12,180)	(12,532)	(12,888)	(13,273)
Community Development	(21,354)	(22,108)	(22,759)	(23,412)	(24,119)
Public Works	(22,657)	(23,477)	(24,200)	(24,920)	(25,695)
Fire	(56,734)	(59,240)	(62,017)	(64,110)	(66,242)
Police	(77,732)	(81,034)	(84,535)	(87,088)	(89,706)
Non-Departmental	(9,163)	(10,088)	(11,774)	(12,031)	(12,509)
Total General Fund Expenditures	**(274,842)**	**(286,290)**	**(298,384)**	**(307,411)**	**(317,081)**
RECURRING BALANCE SUBTOTAL	**$ (2,647)**	**$ (2,912)**	**$ (3,123)**	**$ (2,168)**	**$ (1,363)**
RECURRING BALANCE / (DEFICIT)	**$ (2,647)**	**$ (2,912)**	**$ (3,123)**	**$ (2,168)**	**$ (1,363)**

Attachment 2

General Fund
Financial Forecast FY 2026-27 through FY 2030-31
Proposed Budget FY 2026-27
(Amounts in Thousands)

	PROJECTED				
	2026-27	**2027-28**	**2028-29**	**2029-30**	**2030-31**
Non-Recurring Revenue/Savings Items:					
Non-Recurring Revenue/Use of Resources	$ 134				
Use of 115 Trust for CalPERS Contribution	4,414	4,414	4,414	4,414	
Estimated Annual Budget Savings	5,497	5,726	5,968	6,148	6,342
Non-Recurring Revenue/Savings Total:	**10,045**	**10,140**	**10,382**	**10,562**	**6,342**
Plus Est. Beginning Balance June 30th:	$ 34,237	$ 27,980	$ 24,196	$ 22,514	$ 24,237
Working Capital Reserve	(1,899)	(1,717)	(1,814)	(1,354)	(1,451)
Emergency Reserve	(633)	(572)	(605)	(451)	(484)
Budget Stabilization Reserve	(633)	(572)	(605)	(451)	(484)
Compensated Absences Reserve	(318)				
Adjusted Beginning Balance July 1st	**30,753**	**25,118**	**21,172**	**20,257**	**21,819**
Less Non-Recurring Expenses:					
Proposed One-Time Budget Items	$ (3,953)				
ERP Ramp-up	(1,804)	(2,405)	(1,503)		
Contributions to CalPERS	(4,414)	(4,414)	(4,414)	(4,414)	
Deposit to 115 Trust		(1,331)			
Subtotal Non-Recurring Items	**(10,171)**	**(8,150)**	**(5,917)**	**(4,414)**	**-**
EXCESS/(DEFICIENCY) OF REVENUE OVER APPROPRIATIONS	**$ 30,627**	**$ 27,108**	**$ 25,637**	**$ 26,405**	**$ 28,161**
PLUS RECURRING BALANCE (ABOVE)	$ (2,647)	$ (2,912)	$ (3,123)	$ (2,168)	$ (1,363)
ENDING SPENDABLE FUND BALANCE	**$ 27,980**	**$ 24,196**	**$ 22,514**	**$ 24,237**	**$ 26,798**
FORMAL RESERVE BALANCES	**$ 68,710**	**$ 71,573**	**$ 74,596**	**$ 76,853**	**$ 79,270**

BUDGET PARAMETERS
Proposed Budget FY 2026-27

Description	2026-27	2027-28	2028-29	2029-30	2030-31
Revenues:					
Sales Tax	1.6%	2.8%	3.1%	3.2%	3.2%
Property Taxes	4.0%	4.5%	4.5%	4.5%	4.5%
Utility Users Tax	7.8%	5.0%	5.0%	5.0%	3.0%
Services Charges - Intra City	9.9%	5.0%	4.0%	3.5%	3.0%
Service Charges	3.4%	3.5%	3.0%	3.0%	3.0%
In-Lieu of Tax	9.9%	5.0%	5.0%	5.0%	3.0%
Interest/Use of Money	(3.1%)	1.0%	1.0%	1.0%	1.0%
Parking/Traffic/Other Fines	8.0%	5.0%	4.0%	3.0%	2.0%
Transient Occupancy Tax	3.0%	6.5%	9.5%	(3.5%)	2.5%
Building Permits/License Fees	5.9%	4.0%	3.5%	3.0%	3.0%
Transient Parking Tax	7.8%	5.0%	5.0%	3.0%	3.0%
Business Taxes	3.0%	3.0%	3.0%	3.0%	3.0%
Franchise Fees	1.0%	1.0%	1.0%	1.0%	1.0%
Intergovernmental Revenues	23.2%	2.0%	2.0%	2.0%	2.0%
Expenditures:					
Salaries & Wages*	-	-	-	-	-
Utilities	9.0%	7.5%	5.0%	5.0%	3.5%
Contracts/Services/Other	3.0%	3.0%	3.0%	3.0%	3.0%
Internal Service Funds	4.5%	4.5%	4.5%	4.0%	4.0%

*confidential

CITY OF BURBANK
CALIFORNIA



PROPOSED ANNUAL BUDGET
2026▸2027
WWW.BURBANKCA.GOV

STAFF REPORT

FINANCIAL SERVICES

DATE: May 5, 2026

TO: Justin Hess, City Manager

FROM: Jennifer Becker, Financial Services Director
BY: Leana Mkrtchyan, Assistant Financial Services Director
Joy Escalante, Budget Manager
Cathy Jaramillo, Sr. Administrative Analyst

SUBJECT: Review of the Proposed Fiscal Year 2026-27 Budget

RECOMMENDATION

Review the proposed recommendations for the Fiscal Year (FY) 2026-27 Budget and Citywide Fee Schedule.

BACKGROUND

The City of Burbank has experienced several consecutive years of budget growth, due to rapid economic growth in the years following the COVID-19 pandemic as well as the impacts of inflation on the City's revenue base. The local economy entering FY 2026–27 is expected to remain stable but moderating, with continued strength in property-based revenues, ongoing investments in new businesses and development throughout the City, and continued tourism growth. These factors are partially offset by sluggish retail sales and ongoing volatility in the entertainment sector, Burbank's leading source of employment. The security of Burbank's federal funding sources and the performance of CalPERS' investment returns also remain a concern due to the impact of shifting federal policies on the stock market and the overall U.S. economy.

While U.S. economists are not currently projecting a recession in 2026, the risk is now considered elevated due to rising inflation, weak job growth, and geopolitical conflicts. Consequently, as Burbank heads into a new fiscal year, the City is projecting slower revenue growth and heightened uncertainty compared to prior years. Fortunately, prior City Council decisions to increase reserves and set aside funds for future liabilities have

placed Burbank in a favorable position to weather any future economic instability during these uncertain times.

The FY 2026-27 Proposed Budget was developed using a conservative and responsible approach for both revenues and appropriations while meeting the community's needs and addressing the goals established by the City Council. Despite these efforts, the General Fund financial forecast does reflect a recurring budget deficit for the fiscal years 2026-27 through 2030-31. Staff is committed to mitigating this structural imbalance by continuing to implement cost-saving initiatives, identifying future efficiencies and revenue-generating opportunities, and maintaining financial policies that will provide long-term recurring savings to the City. The Proposed FY 2026-27 Budget also includes additional one-time funding towards paying down pension liabilities and the ongoing investment in maintaining and improving the City's infrastructure, in support of continuous improvement and financial sustainability.

DISCUSSION

FY 2026-27 General Fund Budget Overview

Based on the projected FY 2026-27 revenues and proposed recurring appropriations, staff is projecting a recurring deficit of approximately $2.6 million in FY 2026-27 (see details included within the FY 2026-27 Budget Matrix in Attachment 1). This does not include several proposed discussion papers addressed later in this report. Factoring in the anticipated ending balance from FY 2025-26, contributions to reserves, and proposed one-time appropriations, staff is expecting an available one-time balance of $28 million in the General Fund at the end of FY 2026-27.

FY 2026-27 General Fund Revenue

Despite the political instability here at home and throughout the world, the broader economic climate in the U.S. continues to show signs of growth. However, Burbank residents continue to face a significant financial squeeze as high living costs outpace modest wage growth and the local entertainment industry remains uncertain. Inflation is once again on the rise, and high insurance premiums, elevated gas prices, and the cost of other essential goods continue to reduce discretionary household income. The City's financial forecast reflects modest growth while considering heightened uncertainty related to global conflict, energy prices, the local job market, and general consumer behavior.

Burbank's General Fund recurring revenue estimates of $272.2 million for FY 2026-27 represent a 4.4% increase over the revised FY 2025-26 projections. Sales tax and property tax continue to be the General Fund's largest revenue sources, representing 54% of recurring revenue.

Table 1 shows the actual FY 2024-25 revenue, the adopted and revised estimates for FY 2025-26, and the projection for FY 2026-27. For further details on the City's revenues, please refer to the "Revenues" section of the FY 2026-27 Proposed Budget.

Table 1 - General Fund Recurring Revenues FY 2026-27

REVENUE CATEGORY	ACTUAL TOTAL FY 2024-25	ADOPTED RECURRING FY 2025-26	REVISED RECURRING FY 2025-26	PROPOSED RECURRING FY 2026-27	% CHANGE
Sales Tax	$ 61,777,433	$ 63,381,000	$ 59,981,000	$ 60,926,301	1.6%
Property Taxes	79,552,424	82,557,013	82,557,013	85,859,293	4.0%
Utility Users Tax	18,938,967	20,802,308	20,802,308	22,425,000	7.8%
Services Charges - Intra City	16,538,801	17,590,495	17,590,495	19,331,887	9.9%
Services Charges	29,342,183	28,529,794	29,029,794	30,009,375	3.4%
In Lieu of Tax	10,378,721	10,694,333	10,694,333	11,753,000	9.9%
Interest/Use of Money	11,165,587	4,612,156	4,612,156	4,469,600	-3.1%
Parking/Traffic/Other Fines	3,373,211	2,864,000	3,164,000	3,417,000	8.0%
Transient Occupancy Tax	13,352,395	14,407,120	14,207,120	14,633,334	3.0%
Building Permits/License Fees	9,603,976	7,072,531	7,072,531	7,488,785	5.9%
Transient Parking Tax	5,273,058	4,889,040	4,889,040	5,270,000	7.8%
Business Taxes	2,600,906	2,538,000	2,538,000	2,614,000	3.0%
Franchises	1,455,355	1,535,400	1,535,400	1,551,000	1.0%
Intergovernmental Revenues	11,692,885	1,985,961	1,985,961	2,446,189	23.2%
TOTAL REVENUE	**$ 275,135,405**	**$ 263,459,151**	**$ 260,659,151**	**$ 272,194,764**	**4.4%**

NOTE: FY 2024-25 includes $16.4M of non-recurring revenue.

- **Sales Tax:** Preliminary sales tax results for the second quarter of FY 2025-26 (fourth quarter calendar year 2025) after correcting for one-time adjustments, were down 7.8% compared to the same quarter in the prior year. Receipts declined in all major industry tax groups except for General Consumer Goods, Restaurants and Hotels, and Building and Construction. The Auto and Transportation category reported the largest decline of 53% due to a change in the total taxpayers' statewide allocation. This loss also resulted in the City's share of the countywide tax pool diminishing, resulting in a 4.6% decline in related pool revenues. Fuel and Service Station results were down 4.6%, directly related to crude oil prices and a decline in consumption. The Business and Industry category reported a 15.9% decline, primarily due to one-time payments that occurred in the prior year.

  The City's Transactions and Use Tax (TUT) revenues, which are derived from Measure P, outperformed traditional sales tax receipts, with a fourth quarter increase of 1% compared to the prior year. The General Consumer Goods category increased 6% and Building and Construction was up 4.2%. The largest gains were reported from in-store and online retail sales.

Overall, Burbank's sales tax revenues are anticipated to improve 1.6% for FY 2026-27 based on the forecast from the City's sales tax consultant, HdL, which is consistent with statewide forecasts. Growth is expected to continue at a slow and steady pace, with inflation and essential spending supporting sales tax revenues, though not at levels sufficient to fully offset declines experienced in prior years.

- **Property Tax:** A total tax of 1% is levied on the Assessed Value (AV) of property as determined by the Los Angeles (LA) County Assessor. The City of Burbank receives approximately 18.5% of the 1% levy on the AV. Under Proposition 13, AV on parcels with continuing ownership may change by inflation as defined by the California Consumer Price Index (CPI), up to a maximum increase of 2%. The State has released CPI growth, and for FY 2026-27, the AV of properties will increase by 2%. Other sources of AV growth are change of ownership, new construction, recapture of prior Prop 8 impairments of value, change to values for unsecured items such as aircraft, and post Redevelopment residual distribution.

  Compared to FY 2024-25, citywide AV increased by 2.6%, or $854 million for FY 2025-26, with General Fund related AV increasing by 3.7%. The increase in AV was driven primarily by the annual inflationary adjustment (CPI), transfers of ownership (reassessments), and new residential construction. These factors added $1.3 billion to the tax roll. Staff is projecting property tax revenue to increase by 4% for FY 2026-27, reflecting the continued growth throughout the City.

  The median sales price of a detached single-family residential home in Burbank for the first quarter of 2026 was $1.3 million. This represents a 5% increase from the fourth quarter of 2025 and a 2% increase from the first quarter of 2025. The California housing market is leveling off, with home prices stabilizing and listings taking longer to sell. The market is cooling down as mortgage rates remain elevated but relatively flat, transitioning into a more balanced and sustainable environment for buyers and sellers.

- **Utility User's Tax (UUT):** Burbank's UUT rate of 7% is applied to telephone, gas, and electric usage. Unlike other cities, Burbank does not apply this tax to water, cable television, sewer, and refuse collection usage/sales. In May 2025, the Burbank City Council adopted two consecutive years of electric rate increases of 9.9%, effective January 1, 2026, and January 1, 2027. General Fund UUT revenue is anticipated to increase by 7.8% for FY 2026-27, attributable to the electric rate increase along with higher natural gas prices. These increases are offset by reduced electric usage due to efficiencies as well as the continual decline in wireless telecom revenue, as wireless plans shift towards nontaxable data charges.

- **Service Charges:** Service charges are fees charged to users of city-provided services and are designed to at least partially cover the costs incurred for providing these services. The Fire Department projects a 14.6% increase in EMS revenues due to the deployment of a fourth 24/7 rescue ambulance, an increase in emergency medical transports, and the Department's participation in the Public Provider Emergency Medical Transport (PPGEMT) program. Other projections for FY 2026-27 include revenue increases for Parks and Recreation related to the reopening of the Starlight Bowl, increased Golf Green fees at the DeBell Golf course, and increased contract fees. Public Works revenue increases relate to ongoing developments and residential activity throughout the City. Staff is forecasting an increase in service charge revenues of 3.4% for FY 2026-27.

- **Parking/Traffic/Other Fines:** Parking fines are issued by the Burbank Police Department and represent a small portion of the General Fund revenue. Revenues are dependent on the amount of the fine, the number of citations issued, and the amount retained by the County and State agencies. For FY 2026-27, revenue in this category is anticipated to increase by 8% from the revised FY 2025-26 budget, given the new parking management program in Downtown Burbank and improved citywide parking enforcement efforts.

- **Transient Occupancy Tax (TOT):** The City receives 10% TOT on short-term lodging rentals within the city limits. Local tourism has been impacted by decreased international travel, public safety concerns, and increased competition with other destinations. The average hotel occupancy rate for the first quarter of 2026 was 74.8%, down from 76.5% in the prior year. Occupancy levels in 2025 rose significantly due to the displacement demand from the Eaton fires. According to Visit California’s February update, 2026 domestic visitation to California is expected to increase by 1.7% while international visitation is expected to grow by 2.7%. Staff anticipates Burbank’s tourism growth to exceed those expectations in the coming year with the opening of the FIFA World Cup in June 2026 and the Super Bowl in 2027. For FY 2026-27, Burbank is projecting a 3% increase in TOT from the revised FY 2025-26 projection.

- **Transient Parking Tax (TPT):** The current rate for TPT is 12% and is charged by parking lot operators (e.g., airports, businesses, hotels, and restaurants) for short-term parking. With approximately 85% of the parking tax revenue derived from lots at or directly serving the Hollywood Burbank Airport, the City’s TPT is dependent on travel demand. Despite a slight decrease in airport passenger counts in early 2026, staff anticipates TPT revenues to increase by 7.8% for FY 2026-27 as a result of the new airport terminal opening in October.

FY 2026-27 General Fund Expenditures:

The Mid-Year Financial Report was presented to the City Council on March 10, 2026, and projected a recurring General Fund deficit of $4.2 million heading into FY 2026-27. Despite the forecasted budget deficit, the City began the FY 2026-27 budget development process striving to avoid any significant budget cuts that would negatively impact programs and services that benefit the Burbank community. This was accomplished through a combination of actions, including limiting new recurring budget requests to items critical to maintaining operations, exploring long-term options to enhance City revenues, working with labor to implement joint solutions, and taking advantage of the City's strong cash position to bridge the remaining gap with one-time funds.

Proposed recurring General Fund appropriations for FY 2026-27 are $274.8 million, an increase of approximately 4.8% over last year's adopted recurring budget of $262.2 million, with MOU increases and related pension expenses serving as the largest driver of that increase. While staff made significant efforts to maintain spending at existing budget levels citywide, the City Manager did approve several budget requests that were identified by departments as immediate funding needs in order to maintain service levels as well as a handful of one-time items that directly align with the City Council's identified goals.

Roughly $2.9 million in new General Fund recurring budget requests ($1.4 million net of revenue) and $3.8 million in one-time requests were incorporated into the FY 2026-27 Proposed Budget. The following chart summarizes the total new proposed General Fund budget requests (net of revenue) by department. A comprehensive listing of all budget requests by department is included in the Proposed FY 2026-27 Budget Document under the "New Budget Requests" tab.

Table 2 - General Fund Budget Requests by Department FY 2026-27

DEPARTMENT	NEW BUDGET ITEMS (Recurring)	NEW BUDGET ITEMS (One-Time)	TOTAL REVENUE OFFSET	NET TOTAL
City Attorney		$280,000		$280,000
Community Development	$149,517	$644,063	$149,517	$644,063
Fire	$1,625,000	$1,992,925	$1,030,000	$2,587,925
Library Services	$7,861	$90,000		$97,861
Management Services		$79,420		$79,420
Park & Recreation	$999,639	$656,250	$295,327	$1,360,562
Police		$25,000	$25,000	
Public Works	$123,000	$60,000		$183,000
TOTALS:	**$2,905,017**	**$3,827,658**	**$1,499,844**	**$5,232,831**

The following are some of the notable new items included in the Proposed FY 2026-27 Budget:

- The Burbank Fire Department is requesting funding to maintain the 24/7 ambulance pilot program on a recurring basis, which is largely offset by increased EMS revenues resulting from the program's implementation. A one-time appropriation request is also included for the replacement of several emergency apparatus, including an aerial ladder truck, three rescue ambulances, and a command staff vehicle.

- The Community Development Department is proposing to add a new Senior Administrative Analyst position to administer projects and programs for the Burbank Hospitality Association (BHA). This request is fully offset by the Tourism Business Improvement District (TBID). In addition, a one-time funding request is included to sustain the current level of homeless programs and services aligned with the City's approved Homelessness Plan.

- The Parks and Recreation Department is adding recurring funding for DeBell Golf Course operations amidst rising costs associated with utilities, services, goods and labor. Funding is also requested to cover costs associated with transitioning from the City's annual July 4th fireworks display to a drone light show to address heightened wildfire risks.

Discussion Papers:

At this time, seven items have been identified as discussion papers for FY 2026-27. In total, these items would have a General Fund recurring impact of $65,000. A summary of these items, along with the individual discussion papers, can be found in the "Discussion Papers" tab of the Proposed Budget Document. Throughout the Budget presentation process, City Council members will have the opportunity to identify additional items they would like to consider for discussion papers. These items will be compiled and reviewed at the Budget presentation on May 19th.

Citywide Fee Schedule

The FY 2026-27 Proposed Fee Schedule remains in compliance with the City Council's adopted policy, which provides a set of principles to determine when, and if, cost recovery is appropriate for different types of fees for services based on the benefits to the user. Some of the more notable changes to the Fee Schedule for FY 2026-27 include fees to expedite the process for plan checks and permit applications, off-street parking during special events, and fees to operate the lights for evening field reservations. The FY 2026–27 Fee Schedule includes proposed increases to most of the City's fees for services, in line with the City Council's cost recovery policy. This policy is intended to create a consistent, objective fee structure that reflects industry best practices and ensures

compliance with Proposition 26, which restricts certain fees to the reasonable cost of providing services. The City last conducted a comprehensive User Fee Study in FY 2022–23 to evaluate its fee structure and accurately assess the cost of delivering various programs and services. Based on that study's recommendations, staff propose adjusting City fees by the Consumer Price Index (CPI) to preserve the current level of cost recovery. To support the regional entertainment industry and strengthen Burbank's local economy, film permits and all fees related to filming have been exempted from CPI-based increases for FY 2026-27. There are no recommended fee increases for film related fees.

It is important to note that the Burbank Program, Activity, and Service Subsidy (PASS) Program provides financial assistance for Burbank residents to afford them the opportunity to participate in citywide services. Currently enrolled in the program are 829 participants, with subsidy amounts ranging from 40%-80% depending on the activity or service. The Parks and Recreation Department oversees the administration of the PASS program, and detailed information can be found on the department's website.

FY 2026-27 State Budget Proposal

In early January, Governor Newsom released his proposed State of California budget for FY 2026-27. This proposal serves as the beginning of deliberations in the State Legislature, leading to final budget adoption in June 2026. The proposal calls for a $348.9 billion budget, with a General Fund total of $248.3 billion. The proposed budget estimates $2.9 billion in various budget solutions to close a modest shortfall in FY 2026-27. Last year, the administration was proactive in taking a multi-year approach and addressing shortfalls ahead of time. This approach, along with a surge in tech-driven revenues, has contributed to a stronger fiscal position for the upcoming year. Revenue receipts have continued to improve since June 2025 and have contributed to strong growth for FY's 2025-26 and 2026-27.

The proposed budget includes three categories of discretionary proposals:

- Short-term proposals providing $2.8 billion of budget savings primarily by suspending a required "true-up" deposit into the Rainy-Day Fund.
- New discretionary General Fund spending of $570 million for various priority programs and $180 million for the extension of existing tax incentives, such as the California Competes Tax Credit.
- New discretionary reserve balance of $4.5 billion for the Special Fund for Economic Uncertainties (SFEU), to provide support in dealing with unanticipated cost increases, such as for wildfires, federal policy shifts, or declines in revenue.

The Governor is revising the revenue forecast from the 2025 Budget Act due to the economy's stronger than anticipated performance, particularly in the high-wage technology sector. The three main drivers of the revision are as follows:

- Personal income tax ($16.4 billion)
- Corporation tax ($24.6 billion)
- Pooled money interest ($1.2 billion)

The 2025 Budget Act assumed withdrawals of $7.1 billion in FY 2025-26 from the Budget Stabilization Account (BSA), also known as the Rainy-Day Fund. The BSA receives 1.5% of the General Fund tax revenue as well as a portion from capital gains. The FY 2026-27 proposed budget maintains the planned withdrawal but also proposes a new $3 billion deposit for the upcoming year to bolster long-term stability. The State has maintained a disciplined approach to reserves, projecting a total of $23 billion in combined insurance funds by the end of the fiscal year.

The State of California utilizes revenue from per-gallon fuel taxes and motor vehicle registration charges to fund road and transit improvements. Local city and county shares are distributed through the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (RMRA) established by Senate Bill 1 (SB-1). Under SB-1, rates are adjusted annually using the California Consumer Price Index (CPI), effective July 1 and January 1 of every year for fuel taxes and vehicle registration rates. Despite lower fuel consumption, scheduled rate increases stipulated in SB-1 have kept local allocations of revenue growing at a modest pace, though this growth is expected to flatten out by FY 2027-28. To offset the decline in fuel tax, vehicle registration tax revenues, such as the Transportation Improvement Fee and the Zero Emission Vehicle (ZEV) Road Improvement Fee), are forecasted to increase. For FY 2026-27, the City of Burbank is estimated to receive $3.0 million in RMRA revenue, an increase of 3.6% from FY 2025-26 projections. HUTA is anticipated to receive $3.1 million, a modest increase of 1.7% from the prior year. Staff will continue to monitor developments in the state budget process and provide updates to the City Council as necessary.

General Fund Financial Forecast

The intended purpose of the financial forecast is to foster an understanding of long-term financial trends and their impact on the City's overall financial picture. This perspective allows the City Council and City management to make informed financial decisions today while fully understanding the future financial impacts of decisions.

Projected Revenues and Expenditures:

Forecasted revenues are driven by the parameters included in Attachment 2. These assumptions are inherently conservative; however, there is a risk that certain revenues may not perform as projected due to economic cycles, changing legislation, and other external factors. Staff will update projected revenues periodically throughout the year as new information becomes available.

It is staff's expectation that both recurring revenue and recurring expenditure growth will average 3.9% over the next five years (FY 2026-27 through FY 2030-31). Revenue expectations have been revised based on the most recent economic data available, as well as in recent and planned business openings and developments. The average revenue growth in the current forecast includes projections of 2.8% for Sales Tax and 4.4% for Property Tax, the City's largest general fund revenue sources.

The two main drivers of expenditures for the General Fund are salaries and benefits, including the CalPERS rates that are applied to the base salaries. The forecasted expenditure growth assumes the following costs:

Memorandum of Understanding (MOU) Projected Costs:
Salaries and benefits currently comprise approximately 73% of the General Fund recurring budget. As such, the MOU negotiation process for the various bargaining groups plays a significant role in determining the City's financial position. All bargaining groups have MOUs in place for FY 2026-27, except for the Burbank City Employees' Association (BCEA). Aligning with Council's Financial Policies related to employee compensation, the General Fund forecast includes assumptions for salary and benefit growth over the next five years based on projected market rates for all employee groups. Market rates are determined through salary and benefits surveys, which compare the City's job classifications to those of similar organizations throughout the region. The City of Burbank calculates the average salary paid for comparable positions to determine whether employee salaries are at market value.

Public Employees Retirement System (CalPERS) Costs:
Managing costs associated with pensions continues to be a challenge for CalPERS cities throughout California, and Burbank is no exception. In previous years, the City has taken measures toward mitigating pension cost increases, including:

- Sending Additional Discretionary Payments (ADPs) to CalPERS over the City's required contributions to decrease Burbank's unfunded liability
- Establishing a Section 115 Trust to offset future pension volatility
- Increasing employee contributions toward their pension costs

Based on the recent actuarial reports, Burbank has an Unfunded Actuarial Liability (UAL) of just under $435 million across the City's three pension plans. The funded status for the City's three plans is currently 79% for Miscellaneous, 73% for Police, and 75% for Fire, for an average of 75%, up from 74% in the prior year. Table 3 shows the actual CalPERS employer rates and UAL contributions for the three employee classifications for the current FY 2025-26, the upcoming FY 2026-27, and the projected employer rates and contributions for the following two fiscal years (FY 2027-28 and FY 2028-29).

Table 3 – City of Burbank Pension Costs FY 2025-26 – FY 2028-29

Classification	Actual FY 2025-26*	Actual FY 2026-27	Projected FY 2027-28	Projected FY 2028-29
Police 3% @ 50 Rate	22.80%	21.72%	21.10%	20.60%
Police Liability Payment	$8,314,615	$8,871,926	$9,706,000	$10,824,000
Fire 3% @ 55 Rate	18.32%	17.50%	17.10%	16.70%
Fire Liability Payment	$5,818,144	$7,081,964	$7,667,000	$8,547,000
Misc 2.5% @ 55 Rate	10.76%	10.49%	10.30%	10.10%
Misc Liability Payment	$21,711,502	$24,614,685	$26,298,000	$29,636,000

*Amounts shown are the total employer contribution amounts required for FY 2025-26. The City has completed the prepayment of the additional UAL payment to CalPERS, which will result in a net savings of $1,331,066 citywide.

It is important to note that Burbank's projected liability payments are based on an annual actuarial study that assumes CalPERS will meet its expected rate of return of 6.8% annually, as well as a set of demographic assumptions that inform the development of future pension rates. In November 2025, CalPERS adopted an experience study analyzing economic and demographic assumptions such as life expectancy, disability rates, and inflation. Costs are expected to increase for all groups beginning in FY 2027-28 due to the increased salary scale and inflation.

Building on the strong returns of 11.6% from the previous fiscal year, CalPERS highlighted the fund's continued growth during their spring 2026 meetings, indicating that they have generated nearly $43 billion in investment returns since the start of the current fiscal year. This performance has been largely driven by robust gains in public equities, which saw one-year returns of approximately 23.5%; however, recent fluctuations in the stock market may impact fiscal year-end returns. Any investment gains or losses experienced in the current fiscal year or changes to actuarial assumptions will affect Burbank's funded status and the City's required UAL payments beginning in FY 2028-29.

The City Council's Pension Funding Commitment Policy requires the City to contribute half of any year-end General Fund balance over 6% of the budgeted recurring appropriations to fund employee pension liabilities. This funding is required if employee pension benefits are less than 90% funded. Burbank has complied with this policy by sending Additional Discretionary Payments (ADPs) to CalPERS over the City's required contributions as well as depositing funds into a Section 115 trust which was established in 2020 to help support future pension-related economic volatility. Since 2019, the City has contributed $71 million in ADPs, generating $9.5 million in recurring budget savings citywide, and $6.6 million to the General Fund.

Given the continued success of these pension investments, staff is proposing a new multi-year pension funding plan which invests an additional $24 million in pension funding over the next four years. It is anticipated that this investment will generate over $1 million in recurring pension savings for each subsequent year of the plan, with about $750,000 in savings directly benefiting the General Fund. Included in the Proposed FY 2026-27 Budget is a $6 million one-time pension contribution, of which $4.4 million is allocated to the General Fund. Given the projected General Fund deficit as well as the significant balance accumulated in the Section 115 trust, staff is proposing to utilize those funds to pay the General Fund's share of the ADP payments over the next four years, thus preserving the General Fund's cash balance. The trust has a balance of $35 million as of March 2026.

Financial Reserves

The City of Burbank continues to fulfill the City Council's Financial Policies by fully funding our financial reserves. The City's policy is to designate 15% of the General Fund's operating budget to its working capital reserve, 5% to a designated emergency reserve, and up to 5% to a Budget Stabilization reserve, as adopted by the City Council in previous years. Based on the current figures for the proposed budget as presented, the City will contribute the following amounts to the reserves for FY 2026-27:

- $1,899,321 million to the Working Capital Reserve
- $633,107 to the Emergency Reserve
- $633,107 to the Budget Stabilization Reserve

The City also maintains a Compensated Absences reserve, which was established to offset the City's unfunded accrued leave payout liability and fund estimated annual payoffs that are not included in the operating budget. As of June 30, 2025, the City's total General Fund accrued leave payout liability is estimated at $17.4 million. Currently, the City has $4 million set aside in the Compensated Absences reserve. To fulfill the policy approved by the City Council that this reserve is maintained at or above 25% of the General Fund's total outstanding liability, staff is recommending a contribution of $318,469 in FY 2026-27.

Infrastructure Funding

Adhering to the City Council's adopted Infrastructure Maintenance, Repair, and Improvement Policy, the FY 2026-27 Proposed Budget continues to contribute half of the Measure P TUT revenue to the Municipal Infrastructure Fund 534, in addition to the annual $4.7 million General Fund maintenance of effort.

The FY 2026-27 Proposed Capital Improvement Program (CIP) continues the City's efforts towards addressing the infrastructure needs, with $49.5 million in proposed

general city capital spending from 15 different funds and funding sources, alongside $5.9 million in annual Fund 534 maintenance dollars.

The proposed CIP budget includes two significant capital appropriations for FY 2026-27. The first allocates $11.1 million to the New Burbank Central Library and Civic Center project, which will fund the project expenses through the request for proposal (RFP) process and the selection of a progressive design build team, expected in Summer 2027. The second allocates $15.6 million for construction of the McCambridge Pool Replacement, which is currently in the design phase and is expected to commence construction in FY 2026-27. Also included in the FY 2026-27 CIP is an investment in the City's streets and sidewalks of $5.3 million, several park playground and facility upgrades, and a variety building improvements, including security upgrades, elevator modernization, and painting.

The proposed CIP projects were presented to the Infrastructure Oversight Board (IOB) for review on March 26, 2026 and April 23, 2026, the second of which the IOB formally approved the capital plan for inclusion in the Proposed Budget. Information on individual CIP project appropriations proposed for FY 2026-27 can be found in the "Capital Improvement Program" tab of the FY 2026-27 Proposed Budget document.

ENVIRONMENTAL REVIEW

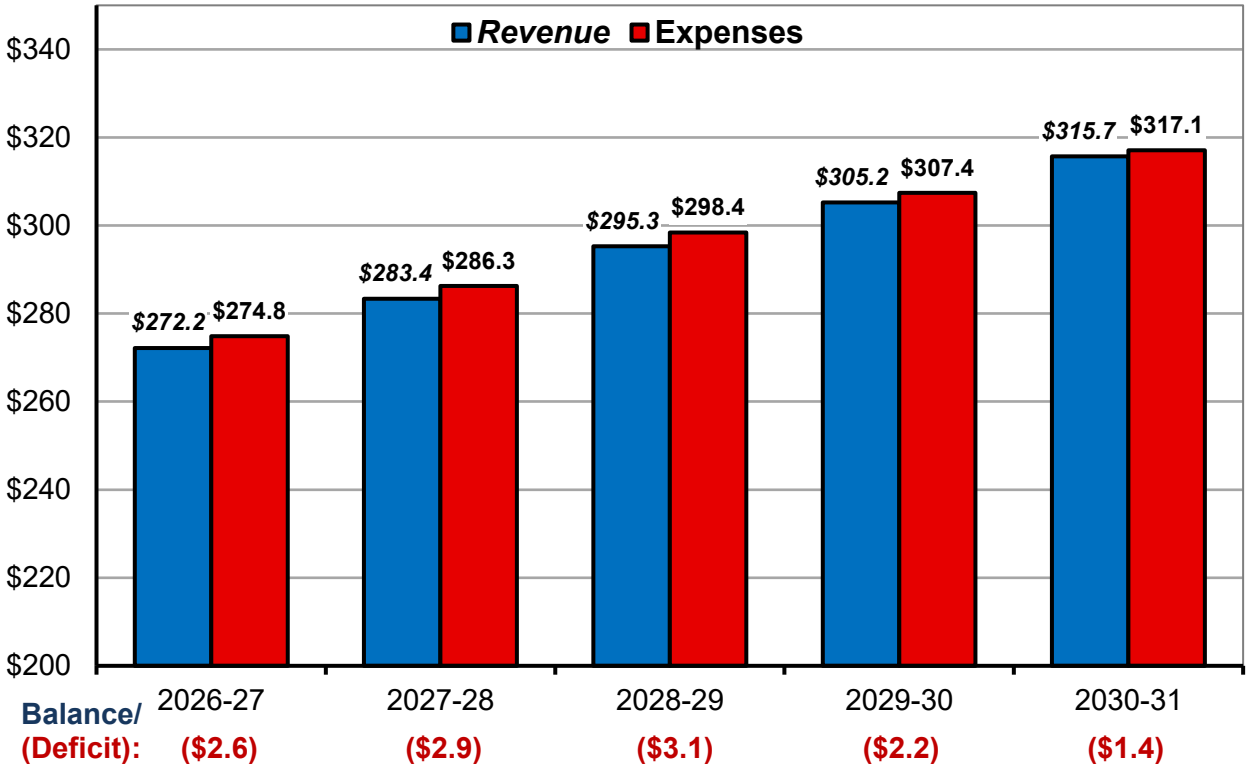
This activity includes the FY 2026-27 Proposed Budget and has no potential for resulting in either a direct or a reasonably foreseeable indirect physical change in the environment. As such, it is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

CONCLUSION

As Burbank faces a structural imbalance in all five years of the General Fund Financial Forecast, the challenge will be for the City to maintain expenditures in line with diminished revenue expectations. Increases in labor agreements, rising pension costs and inflationary impacts on the prices of goods and services, create upward pressure on expenditure growth and generate the need to identify future efficiencies and explore new sources of revenue in order to preserve exiting service levels to the community. As shown in Chart 1, the General Fund's five-year financial forecast includes a recurring deficit of approximately $2.6 million for the FY 2026-27, growing to $3.1 million in FY 2028-29, prior to the consideration of discussion papers. Fortunately, the FY 2026-27 deficit represents less than one percent of the overall budget, and the City's cash position remains strong, with a projected year-end non-recurring General Fund balance of $28 million at the end of FY 2026-27, if the budget is adopted as proposed. It should be noted that there are several risks associated with our projections, including potential CalPERS losses and changes to assumptions, impacts of federal actions, and continuing fluctuations in the economy.

Chart 1 - General Fund Financial Forecast FY 2026-27 through FY 2030-31

(in millions)



Burbank is heading into FY 2026-27 with a proposed budget that reflects the City Council's goals and priorities while still adhering to the City's values of fiscal responsibility. The City Council has consistently pursued sound fiscal policies and strategies like strengthening revenues, paying down pension liabilities, building up reserves, and utilizing one-time funds to make strategic investments to reduce future recurring expenses. In addition to the projected FY 2026-27 year-end General Fund balance of $28 million, Burbank's formal reserves total approximately $65.7 million and will increase with the adoption of this budget. These funds will allow the City to mitigate the impact of further economic fluctuations on the Burbank community over the next several years. Staff will continue to monitor any economic conditions or legislative actions that may impact the City's financial position, and provide updates to the Council.

A dedicated City Council meeting to review the proposed FY 2026-27 Budget is scheduled for May 5, 2026, with continued discussion planned for May 19, 2026. The public hearing and adoption of the citywide budget and fee schedule are scheduled for June 2, 2026. Per the City's Charter, the FY 2026-27 Budget must be adopted by June 30, 2026.

ATTACHMENTS

Attachment 1 – General Fund Projected Spendable Fund Balance FY 2026-27

Attachment 2 – General Fund Financial Forecast FY 2026-27 through FY 2030-31

Attachment 1

CITY OF BURBANK

General Fund Projected Spendable Fund Balance for June 30, 2027

Proposed Budget FY 2026-27

NO.	REVENUE CATEGORY	REVISED BUDGET FY 25-26	CHANGES GROWTH (REDUCTIONS)	PROPOSED BUDGET FY 26-27
1	Sales Tax	59,981,000	945,301	60,926,301
2	Property Taxes	82,557,013	3,302,280	85,859,293
3	Utility Users Tax	20,802,308	1,622,692	22,425,000
4	Services Charges - Intra City	17,590,495	1,741,392	19,331,887
5	Services Charges	29,029,794	979,581	30,009,375
6	In Lieu of Tax	10,694,333	1,058,667	11,753,000
7	Interest/Use of Money	4,612,156	(142,556)	4,469,600
8	Parking/Traffic/Other Fines	3,164,000	253,000	3,417,000
9	Transient Occupancy Tax	14,207,120	426,214	14,633,334
10	Building Permits/License Fee	7,072,531	416,254	7,488,785
11	Transient Parking Tax	4,889,040	380,960	5,270,000
12	Business Taxes	2,538,000	76,000	2,614,000
13	Franchises	1,535,400	15,600	1,551,000
14	Intergovernmental Revenues	1,985,961	460,228	2,446,189
	TOTAL REVENUES	**$ 260,659,151**	**$ 11,535,613**	**$ 272,194,764**

TOTAL RECURRING REVENUES $ 272,194,764 (1)

NO.	EXPENDITURE CATEGORY	PROPOSED SALARY & BENEFITS FY 2026-27	PROPOSED MS & S FY 2026-27	PROPOSED EXPENDITURES FY 2026-27
1	City Council	(608,448)	(1,911,488)	(2,519,936)
2	City Manager	(3,598,627)	(816,596)	(4,415,223)
3	City Clerk	(1,694,666)	(865,852)	(2,560,518)
4	City Treasurer	(991,346)	(202,973)	(1,194,319)
5	City Attorney	(6,656,045)	(582,773)	(7,238,818)
6	Management Services	(6,161,287)	(2,632,026)	(8,793,313)
7	Financial Services	(7,414,896)	(1,364,701)	(8,779,597)
8	Parks & Recreation	(21,925,911)	(18,008,302)	(39,934,213)
9	Library Services	(8,608,025)	(3,159,012)	(11,767,037)
10	Community Development	(15,182,363)	(6,171,468)	(21,353,831)
11	Public Works	(14,681,787)	(7,975,113)	(22,656,900)
12	Fire	(47,702,397)	(9,031,398)	(56,733,795)
13	Police	(62,510,765)	(15,221,057)	(77,731,822)
14	Non-Departmental	(3,829,014)	(5,333,547)	(9,162,561)
	TOTAL EXPENDITURES	**$ (201,565,579)**	**$ (73,276,306)**	**$ (274,841,883)**

TOTAL RECURRING EXPENSES $ (274,841,883) (2)

RECURRING BALANCE / (DEFICIT) $ (2,647,119) (3) = (1) + (2)

----------END OF RECURRING----------

Attachment 1

CITY OF BURBANK
General Fund Projected Spendable Fund Balance for June 30, 2027
Proposed Budget FY 2026-27

		NON-RECURRING	
PROJECTED SPENDABLE FUND BALANCE - JUNE 30, 2026	**$**	**34,237,100**	**(4)**
Formal Reserve Adjustment (FY 2026-27)	**$**	**(3,165,534)**	**(5)**
Contribution to Compensated Absences Reserve (FY 2026-27)	**$**	**(318,469)**	**(6)**
ADJUSTED BEGINNING SPENDABLE BALANCE - JULY 1, 2026:	**$**	**30,753,097**	**(7) = (4) thru (6)**
Non-Recurring Revenue/Use of Resources	**$**	**133,750**	**(8)**
Use of 115 Trust for CalPERS Contribution	**$**	**4,414,200**	**(9)**
Estimated Budget Savings (FY 2026-27)	**$**	**5,496,838**	**(10)**
Proposed One-Time Budget Items	**$**	**(3,952,658)**	**(11)**
ERP Ramp-up Contribution	**$**	**(1,803,703)**	**(12)**
Additional Contribution to CalPERS	**$**	**(4,414,200)**	**(13)**
NET TOTAL NON-RECURRING ITEMS	**$**	**(125,773)**	**(14) = (8) thru (13)**
NON-RECURRING BALANCE POST PROPOSED ITEMS	**$**	**30,627,324**	**(15) = (7) + (14)**
RECURRING BALANCE / (DEFICIT)	**$**	**(2,647,119)**	**(16) = (3)**
PROJECTED SPENDABLE FUND BALANCE - JUNE 30, 2027	**$**	**27,980,205**	**(17) = (15) + (16)**

SCHEDULE A
PROPOSED ONE-TIME ITEMS
GENERAL FUND - FY 2026-27

DEPARTMENT	DESCRIPTION	ITEM TOTAL
SALARIES & BENEFITS:		
Management Services	Police Recruitment Program	$ 79,420
		79,420
MATERIALS, SUPPLIES & SERVICES		
City Attorney	Police Oversight	$ 180,000
City Attorney	Public Records Act Request Compliance	100,000
Community Development	Allied Homeless Services	644,063
Library Services	Job Connect Plus Program	90,000
Library Services	Sister City Funding (year 3 of 3)	25,000
Parks & Recreation	Performing Arts	100,000
Parks & Recreation	Recycling Recepticles	235,000
Parks & Recreation	Senior Nutrition	312,500
Parks & Recreation	Utility Box Beautification Program[2]	8,750
Police Department	Inmate Welfare Funds[1]	25,000
Public Works	Custodial Equipment	60,000
		1,780,313
CAPITAL OUTLAY		
Fire Department	Fire Vehicles	$ 1,992,925
		1,992,925
CONTRIBUTIONS TO OTHER FUNDS		
Non-Departmental	FY 26-27 Capital Improvement Program (CIP) Projects[3]	$ 100,000
		100,000
GRAND TOTAL ONE-TIME ITEMS FY 2026-27		**3,952,658**

[1] *Funded by restricted Inmate Welfare Funds*

[2] *Funded by Art in Public Places Funds*

[3] *Park Development funding for FY 2026-27 CIP Projects*

Attachment 2

General Fund
Financial Forecast FY 2026-27 through FY 2030-31
Proposed Budget FY 2026-27
(Amounts in Thousands)

	PROJECTED				
	2026-27	**2027-28**	**2028-29**	**2029-30**	**2030-31**
Recurring Items:					
Revenues					
Sales Tax	60,926	62,647	64,590	66,643	68,763
Property Taxes	85,859	89,723	93,760	97,980	102,389
Utility Users Tax	22,425	23,546	24,724	25,960	26,739
Services Charges - Intra City	19,332	20,298	21,110	21,849	22,505
Services Charges	30,009	31,060	31,991	32,951	33,940
In Lieu of Tax	11,753	12,341	12,958	13,606	14,014
Interest/Use of Money	4,470	4,514	4,559	4,605	4,651
Parking/Traffic/Other Fines	3,417	3,588	3,731	3,843	3,920
Transient Occupancy Tax	14,633	15,585	17,065	16,468	16,879
Building Permits/License Fees	7,489	7,788	8,061	8,303	8,552
Transient Parking Tax	5,270	5,534	5,810	5,984	6,164
Business Taxes	2,614	2,692	2,773	2,856	2,942
Franchises	1,551	1,567	1,582	1,598	1,614
Intergovernmental Revenues	2,446	2,495	2,545	2,596	2,648
Total General Fund Revenues	**$ 272,195**	**$ 283,378**	**$ 295,261**	**$ 305,243**	**$ 315,719**
Expenditures					
City Council	$ (2,520)	$ (2,625)	$ (2,729)	$ (2,828)	$ (2,932)
City Manager	(4,415)	(4,565)	(4,689)	(4,815)	(4,954)
City Clerk	(2,561)	(2,653)	(2,734)	(2,814)	(2,901)
City Treasurer	(1,194)	(1,235)	(1,268)	(1,302)	(1,339)
City Attorney	(7,239)	(7,474)	(7,659)	(7,853)	(8,067)
Management Services	(8,793)	(9,105)	(9,375)	(9,646)	(9,939)
Financial Services	(8,780)	(9,074)	(9,314)	(9,561)	(9,831)
Parks & Recreation	(39,934)	(41,433)	(42,800)	(44,142)	(45,575)
Library Services	(11,767)	(12,180)	(12,532)	(12,888)	(13,273)
Community Development	(21,354)	(22,108)	(22,759)	(23,412)	(24,119)
Public Works	(22,657)	(23,477)	(24,200)	(24,920)	(25,695)
Fire	(56,734)	(59,240)	(62,017)	(64,110)	(66,242)
Police	(77,732)	(81,034)	(84,535)	(87,088)	(89,706)
Non-Departmental	(9,163)	(10,088)	(11,774)	(12,031)	(12,509)
Total General Fund Expenditures	**(274,842)**	**(286,290)**	**(298,384)**	**(307,411)**	**(317,081)**
RECURRING BALANCE SUBTOTAL	**$ (2,647)**	**$ (2,912)**	**$ (3,123)**	**$ (2,168)**	**$ (1,363)**
RECURRING BALANCE / (DEFICIT)	**$ (2,647)**	**$ (2,912)**	**$ (3,123)**	**$ (2,168)**	**$ (1,363)**

Attachment 2

General Fund
Financial Forecast FY 2026-27 through FY 2030-31
Proposed Budget FY 2026-27
(Amounts in Thousands)

	PROJECTED				
	2026-27	**2027-28**	**2028-29**	**2029-30**	**2030-31**
Non-Recurring Revenue/Savings Items:					
Non-Recurring Revenue/Use of Resources	$ 134				
Use of 115 Trust for CalPERS Contribution	4,414	4,414	4,414	4,414	
Estimated Annual Budget Savings	5,497	5,726	5,968	6,148	6,342
Non-Recurring Revenue/Savings Total:	**10,045**	**10,140**	**10,382**	**10,562**	**6,342**
Plus Est. Beginning Balance June 30th:	$ 34,237	$ 27,980	$ 24,196	$ 22,514	$ 24,237
Working Capital Reserve	(1,899)	(1,717)	(1,814)	(1,354)	(1,451)
Emergency Reserve	(633)	(572)	(605)	(451)	(484)
Budget Stabilization Reserve	(633)	(572)	(605)	(451)	(484)
Compensated Absences Reserve	(318)				
Adjusted Beginning Balance July 1st	**30,753**	**25,118**	**21,172**	**20,257**	**21,819**
Less Non-Recurring Expenses:					
Proposed One-Time Budget Items	$ (3,953)				
ERP Ramp-up	(1,804)	(2,405)	(1,503)		
Contributions to CalPERS	(4,414)	(4,414)	(4,414)	(4,414)	
Deposit to 115 Trust		(1,331)			
Subtotal Non-Recurring Items	**(10,171)**	**(8,150)**	**(5,917)**	**(4,414)**	**-**
EXCESS/(DEFICIENCY) OF REVENUE OVER APPROPRIATIONS	**$ 30,627**	**$ 27,108**	**$ 25,637**	**$ 26,405**	**$ 28,161**
PLUS RECURRING BALANCE (ABOVE)	$ (2,647)	$ (2,912)	$ (3,123)	$ (2,168)	$ (1,363)
ENDING SPENDABLE FUND BALANCE	**$ 27,980**	**$ 24,196**	**$ 22,514**	**$ 24,237**	**$ 26,798**
FORMAL RESERVE BALANCES	**$ 68,710**	**$ 71,573**	**$ 74,596**	**$ 76,853**	**$ 79,270**

BUDGET PARAMETERS
Proposed Budget FY 2026-27

Description	2026-27	2027-28	2028-29	2029-30	2030-31
Revenues:					
Sales Tax	1.6%	2.8%	3.1%	3.2%	3.2%
Property Taxes	4.0%	4.5%	4.5%	4.5%	4.5%
Utility Users Tax	7.8%	5.0%	5.0%	5.0%	3.0%
Services Charges - Intra City	9.9%	5.0%	4.0%	3.5%	3.0%
Service Charges	3.4%	3.5%	3.0%	3.0%	3.0%
In-Lieu of Tax	9.9%	5.0%	5.0%	5.0%	3.0%
Interest/Use of Money	(3.1%)	1.0%	1.0%	1.0%	1.0%
Parking/Traffic/Other Fines	8.0%	5.0%	4.0%	3.0%	2.0%
Transient Occupancy Tax	3.0%	6.5%	9.5%	(3.5%)	2.5%
Building Permits/License Fees	5.9%	4.0%	3.5%	3.0%	3.0%
Transient Parking Tax	7.8%	5.0%	5.0%	3.0%	3.0%
Business Taxes	3.0%	3.0%	3.0%	3.0%	3.0%
Franchise Fees	1.0%	1.0%	1.0%	1.0%	1.0%
Intergovernmental Revenues	23.2%	2.0%	2.0%	2.0%	2.0%
Expenditures:					
Salaries & Wages*	-	-	-	-	-
Utilities	9.0%	7.5%	5.0%	5.0%	3.5%
Contracts/Services/Other	3.0%	3.0%	3.0%	3.0%	3.0%
Internal Service Funds	4.5%	4.5%	4.5%	4.0%	4.0%

*confidential

FISCAL YEAR (FY) 2026-27

BUDGET EXCEPTION REQUESTS - General Fund

In Order By Department

DEPARTMENT	New Positions		MS&S Exceptions		Capital Outlay	Total Recurring	Revenue Offset For Recurring Requests	Recurring General Fund Impact	Total One-Time	Revenue Offset For One-Time Requests	Total 2026-27 General Fund Impact
	Recurring	One-Time	Recurring	One-Time							
City Attorney	$ -	$ -	$ -	$ 280,000	$ -	$ -	$ -	$ -	$ 280,000	$ -	$ 280,000
City Council	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Clerk	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Treasurer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Manager	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Community Development	$ -	$ -	$ 149,517	$ 644,063	$ -	$ 149,517	$ 149,517	$ -	$ 644,063	$ -	$ 644,063
Financial Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire Department	$ -	$ -	$ 1,625,000		$ 1,992,925	$ 1,625,000	$ 1,030,000	$ 595,000	$ 1,992,925	$ -	$ 2,587,925
Library Services	$ 7,861	$ -		$ 90,000	$ -	$ 7,861	$ -	$ 7,861	$ 90,000	$ -	$ 97,861
Management Services	$ -	$ 79,420	$ -	$ -	$ -	$ -	$ -	$ -	$ 79,420	$ -	$ 79,420
Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parks & Recreation	$ -	$ -	$ 999,639	$ 656,250	$ -	$ 999,639	$ 286,577	$ 713,062	$ 656,250	$ 8,750	$ 1,360,562
Police Department	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000	$ 25,000	$ -
Public Works	$ -	$ -	$ 123,000	$ 60,000	$ -	$ 123,000	$ -	$ 123,000	$ 60,000	$ -	$ 183,000
TOTAL	$ 7,861	$ 79,420	$ 2,897,156	$ 1,755,313	$ 1,992,925	$ 2,905,017	$ 1,466,094	$ 1,438,923	$ 3,827,658	$ 33,750	$ 5,232,831

SUMMARY OF REQUESTS

City Attorney

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
CA - 1	F001	Public Records Act Request (PRAR) Compliance	Funding for e-Discovery tools (i.e., Relativity platform) is needed to process California Public Records Act (CPRA) requests. These services are needed only for requests in which there is a massive amount of electronic data to manage/review for responsive records. CPRA compliance is not optional and must be completed within a statutory-mandated window of time.		100,000		100,000
CA-2	F001	Police Strategic Oversight	Funding is necessary to support the implementation of a new three-year Police Strategic Oversight agreement.		180,000		180,000
General Fund Total				**$ -**	**$ 280,000**	**$ -**	**$ 280,000**
Non-General Fund Total				**$ -**	**$ -**	**$ -**	**$ -**

SUMMARY OF REQUESTS

Community Development

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
CD - 1	F001	Homeless Services and Outreach (Allied Universal)	To sustain the current level of homeless programs and services aligned with the City's approved Homelessness Plan, staff is requesting an allocation of $544,063 beginning in FY 2026-27 for the homeless outreach team contracted through Universal Protection Service, LP DBA Allied Universal Security Services.		644,063		644,063
CD-2	F110	Administrative Analyst II (2 FTEs)/ Materials, Supplies, and Services (MS&S)	The City will receive approximately $3 million annually from Los Angeles County as part of Measure A LACAHSA sales tax revenues. There is no sunset on these funds unless voters repeal the measure. The request is for two Administrative Analyst II (AAII), who will oversee all aspects of the program, including budget management, contract management, programming, communication and coordination, invoice and reimbursement processing, etc. One AAII would oversee the Production, Preservation and Ownership category of funding and the other would oversee the Renter Protection, Homeless Prevention category of funding. One-time MS&S request of $60,000. These positions will be 100% funded with County Measure A funds.	275,242	60,000	335,242	
CD-3	F001	Senior Administrative Analyst	During each renewed term of the Burbank Tourism Business Improvement District (TBID), the City and the Burbank Hospitality Association (BHA) enter into an Agreement for Services to allow staff to administer the projects and programs for the BHA. The agreement outlines the responsibilities of both parties, including staffing services. For this renewed term, one Senior Administrative Analyst was included in the agreement, and is being requested during this budget cycle. This request is fully offset by the TBID.	149,517		149,517	
General Fund Total				**$ 149,517**	**$ 644,063**	**$ 149,517**	**$ 644,063**
Non-General Fund Total				**$ 275,242**	**$ 60,000**	**$ 335,242**	**$ -**

SUMMARY OF REQUESTS

Fire

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
FD - 1	F001	24/7 Rescue Ambulance Pilot	The Fire Department is requesting funding to continue its 24/7 ambulance pilot program, staffed with two firefighter-paramedics per shift for one year. The Department has operated with three rescue ambulances as part of its deployment model since 2000 and the call volume has increased substantially during that time. In July 2024, the Department implemented a 40-hour ambulance pilot program, which demonstrated an increase in EMS transport capacity and ambulance availability in the City of Burbank and expanded the schedule to 24/7 in October 2025. The Department continues to evaluate the efficacy of adding a fourth rescue ambulance to its deployment model by extending this pilot program for another year, which would strengthen service to the community, ensure rapid response, and reduce reliance on resources of neighboring agencies.	1,625,000		1,030,000	595,000

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
FD - 2	F001	Fire Apparatus Replacement	The Fire Department has several emergency apparatus due for replacement in FY 2026-27, including an aerial ladder truck, three rescue ambulances, and a command staff vehicle. Due to inflation and supply chain issues, the Department requires an additional $1.1 million towards the replacement of its aerial ladder truck, $870,000 towards the replacement of its ambulances, and $28,000 to replace its command staff vehicle. This request is to supplement available depreciation funds and account for inflationary increases to the cost of new emergency apparatus. The Fire Department responds to over 13,000 calls for service annually, leading to wear and tear on emergency apparatus over a useful life that varies from five to fourteen years, depending on the type of vehicle. Timely replacement of emergency apparatus is essential to reliable and efficient delivery of emergency medical and fire suppression services to the community, mitigation of maintenance costs, and ensuring a response-ready fleet.		1,992,925		1,992,925
FD - 3	F533	Firefighter Safety Equipment	The Fire Department requests to utilize depreciation funds in Fund 533 towards the purchase of firefighter safety gear and equipment. Specialized gear include personal protective equipment (PPE), extrication equipment, and hazardous materials detectors.		461,920	461,920	
General Fund Total				**$ 1,625,000.00**	**$ 1,992,925**	**$ 1,030,000**	**$ 2,587,925**
Non-General Fund Total				**$ -**	**$ 461,920**	**$ 461,920**	**$ -**

SUMMARY OF REQUESTS

Information Technology

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Accumulated Depreciation	Fiscal Impact
IT - 1	F537	Replace end of life data backup and recovery platform.	The City's existing data backup and recovery platform is end-of-life. This leaves the City vulnerable to risks such as outages and cybersecurity attacks. Using depreciation funds to cover the replacement cost.		299,956	299,956	
General Fund Total				**$ -**	**$ -**	**$ -**	**$ -**
Non-General Fund Total				**$ -**	**$ 299,956**	**$ 299,956**	**$ -**

SUMMARY OF REQUESTS

Library

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
LB - 1	F001	Position Rightsize - Library Pages	The Library is requesting funding to transition the Library Page position classification to the CalPERS retirement system. The amount requested will cover the change in benefit structure and help the Library meet operational needs by establishing Library Aide I/II positions to delineate expanded job duties.	7,861			7,861
LB - 2	F001	Workforce Development - Job Connect Plus	Given economic uncertainty and significant shifts in the City's primary employment sector and related industries, continued funding for this program and its employment services will provide critical support to job seekers and individuals navigating career transitions. Library Services has applied for but was not awarded the California State Job First Workforce Development grant and two Goldhirsh Foundation LA2050 Grants since the last budget cycle. The department continues to monitor Federal, State, Local, and Private resources for grant opportunities.		90,000		90,000
General Fund Total				**$ 7,861**	**$ 90,000**	**$ -**	**$ 97,861**
Non-General Fund Total				**$ -**	**$ -**	**$ -**	**$ -**

SUMMARY OF REQUESTS

Management Services

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
MS - 1	F001	One-Time Salary and Overtime to Support Police Recruitment	Recruitment staff within Management Services continues to aggressively assist the Police Department with their recruitment efforts to fill sworn vacancies. Salary funds are requested for one temporary Human Resources Technician I position for the FY 2026-27. Additionally, one-time overtime funds are requested to support one Human Resources Technician I and one Human Resources Technician II for four hours per month, as these positions assist with Police Department examinations outside of their regular work week.		79,420		79,420
MS - 2	F530	Insurance	Due to the volatile insurance market for public agencies, staff is seeking additional funding to cover anticipated increases across various insurance categories, encompassing citywide property coverage, power generation, property insurance, cyber liability, environmental liability, auto physical damage, earthquake, and crime insurance.	960,000			960,000
General Fund Total				**$ -**	**$ 79,420**	**$ -**	**$ 79,420**
Non-General Fund Total				**$ 960,000**	**$ -**	**$ -**	**$ 960,000**

SUMMARY OF REQUESTS

Parks and Recreation

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset/ Accumulated Depreciation	Fiscal Impact
PR - 1	F001	Senior Nutrition Program	Federal funding cuts have impacted the City's allocation for the Nutrition Program. Rising costs and the loss of expected funding have resulted in insufficient funds to cover program expenses, including higher meal prices. Additional funding is needed to continue senior nutrition services.		312,500		312,500
PR - 2	F001	Golf Course Operating Expenses	An increase to the operating budget is requested to sustain DeBell Golf Course operations and offset rising costs associated with utilities, services, goods and labor.	540,012		190,000	350,012
PR - 3	F001	Utilities	Recent utility rate increases have impacted operating costs. The department is requesting a budget increase to maintain current operating service levels across 42 parks and facilities.	258,050			258,050
PR - 4	F001	Aquatics Contract Classes	The Department generates revenue by providing aquatics classes and camps through third-party Contract Instructors. Funds are requested to continue current programming levels due to an overall increase in program participation. This request is 100% revenue offset.	80,327		80,327	
PR - 5	F001	Sports Contract Classes	Funds are requested for the NFL Flag Football program. The inaugural season served nearly 200 participants, and this funding will support the continuation of the program. This request is 100% revenue offset.	16,250		16,250	

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset/ Accumulated Depreciation	Fiscal Impact
PR - 6	F001	Cultural Arts Program	Aligning with City Council priorities and the goals outlined in the Cultural Arts Framework 2024-2029, one-time funding of $100,000 is requested to sustain key cultural arts initiatives for an additional year. These funds will support the Community Arts Program, provide assistance from an arts grant consultant, and fund free educational community events that showcase local artists and arts organizations. This one-time investment highlights the need for a sustained annual commitment of at least $100,000 in future years to ensure stable funding for the City's cultural arts programs. Continued recurring support will be essential to maintain and grow these programs, expand accessibility, and maximize their long-term impact on the community.		100,000		100,000
PR - 7	F001	Art in Public Places (APP) Utility Box Program	The APP Committee recommends that Public Art funds (restricted dollars) be allocated to fund Phase 10 of the Burbank Cultural Arts Commission's (BCAC) Burbank Arts Beautification Program. This request will be used to commission the artists to paint seven additional utility boxes along First Street. BCAC remains committed to raising additional funding for ongoing maintenance and the artist reception.		8,750	8,750	
PR - 8	F001	4th of July Drone Show	Funds are requested to cover costs associated with transitioning from the City's annual July 4th fireworks display to a drone light show. This transition was implemented in response to regional wildfires in early 2025 and addresses heightened fire risk.	105,000			105,000
PR - 9	F001	Recycling Receptacles	In compliance with State Mandate AB 341, funding is requested to begin outfitting all 27 parks with paired recycling receptacles at public-facing trash locations. This request is for the purchase of 47 recycling cans to support phased implementation starting with the City's most utilized parks and associated ballfields.		235,000		235,000
General Fund Total				**$ 999,639**	**$ 656,250**	**$ 295,327**	**$ 1,360,562**
Non-General Fund Total				**$ -**	**$ -**	**$ -**	**$ -**

SUMMARY OF REQUESTS

Police Department

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset/ Accumulated Depreciation	Fiscal Impact
PD - 1	F001	Special Departmental Supplies - Inmate Welfare Funds	California Penal Code Section 4025(d) allows the City to collect a percentage of income generated from collect calls made from inmate pay phones. Revenue from this service is restricted and must be deposited into an inmate welfare fund, which can only be used for the benefit, education, and welfare of the inmates in the jail. Funds are used to purchase items such as mattresses, toothbrushes, towels, and other personal care items. These funds are restricted and cannot be used for any other purposes. **Restricted.**		25,000	25,000	
PD - 2	F533	Training Room Equipment Replacement	The funds requested will be used to replace the audiovisual (AV) equipment in both the Mid-Level Training Room and the Community Room. The existing AV systems in both rooms have reached the end of their useful life due to outdated technology, reliability issues, and limited compatibility with modern software and equipment. Replacing the AV equipment in these spaces will improve the Department's ability to provide high-quality training, support modern technology, and host efficient meetings. These upgrades enhance officer and professional staff preparedness, strengthen collaboration, and contribute to safer, more effective public safety services for the community.		159,117	159,117	

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset/ Accumulated Depreciation	Fiscal Impact
PD - 3	F533	Security System and Video Surveillance Equipment Replacement	The funds requested will support the replacement of the current security system and video surveillance equipment installed throughout the Police and Fire Headquarters. The existing system is more than 15 years old and has reached the end of its useful life. This request will fund the installation of updated cameras and an upgraded video management system. The new cameras will replace existing units located throughout critical areas of the facility, including the Fire Department bay entry, exterior front entry, parking lot, public lobby areas, lobby foyer, main lobby elevator, and the jail area, including the visitor area, jail entry, and booking desk. Replacing the outdated system will enhance the safety and security of Department personnel, visitors, and individuals in custody, while also supporting accountability and transparency.		413,148	413,148	
PD - 4	F533	Equipment Replacement for the Real-Time Intelligence Center (RTIC) Equipment	The requested funds will be used to replace outdated equipment with updated technology necessary to support the Real Time Intelligence Center's (RTIC) operations. The RTIC will enable the Police Department to integrate information from various sources, improving the ability to identify emerging incidents, monitor ongoing situations, and deploy resources efficiently. This capability enhances coordination among police personnel and with other City departments, such as Fire and Water and Power, particularly during emergencies. RTIC supports faster response times, more coordinated emergency management, and improved protection of critical infrastructure and public spaces, ultimately contributing to a safer and more secure community.		216,466	216,466	
General Fund Total				**$ -**	**$ 25,000**	**$ 25,000**	**$ -**
Non-General Fund Total				**$ -**	**$ 788,731**	**$ 788,731**	**$ -**

SUMMARY OF REQUESTS

Public Works

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset/ Accumulated Depreciation	Fiscal Impact
PW - 1	F532	FY 2026-27 Vehicle Equipment Replacement List	Fund 532 items scheduled for replacement in FY 2026-27. 120 fully depreciated pieces of equipment are scheduled for replacement, and 79 replacements have been deferred because they are well-maintained and/or have low mileage or infrequent use, so they do not need to be replaced at the end of their forecasted usable life. High-impact replacements include one fire engine, three rescue ambulances, an aerial truck, and five Blue Bird buses.		15,097,940		15,097,940
PW - 2	F498	Refuse Vehicle Replacements	Four Compressed Natural Gas (CNG) refuse trucks have reached the end of their useful lives and need to be replaced. One is budgeted for potential replacement with an electric vehicle. A new 8-Yard Rear Loader ("small trash truck") is requested, which would allow Solid Waste to safely pick up trash, recycling, and organics in alleys that are difficult to serve with full-size trash trucks. This truck size would also allow service to busy areas like San Fernando Boulevard, as all businesses are now required to have all three refuse streams due to SB1383.		3,450,000	1,105,224	2,344,776
PW - 3	F001	Facilities Maintenance - Utilities	Staff is requesting to increase utility accounts to cover planned rate increases for FY 2026-27. These accounts fund utility costs for irrigation of medians and rights-of-way throughout the City, City Hall, the Community Services Building, the Administrative Services Building (and the adjacent trailer), and the building at 2244 N. Buena Vista (former Boys and Girls Club) while it is vacant.	108,000			108,000

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset/ Accumulated Depreciation	Fiscal Impact
PW - 4	F001	Sustainable Commission, Private Contractual Services	The Sustainable Burbank Commission is requesting a recurring budget appropriation of $15,000. These monies will be used to support annual sustainability-related events (Earth Day), micro-grants for reusable food ware at local restaurants, community outreach, and habitat restoration.	15,000			15,000
PW - 5	F001	General Equipment Maintenance and Repair - Custodial	Current custodial floor care equipment is between 15 and 20 years old and has reached the end of its life cycle. This non-recurring cost of modern equipment will allow custodial staff to properly maintain and preserve City facilities.		60,000		60,000
General Fund Total				**$ 123,000**	**$ 60,000**	**$ -**	**$ 183,000**
Non-General Fund Total				**$ -**	**$ 18,547,940**	**$ 1,105,224**	**$ 17,442,716**

SUMMARY OF REQUESTS

Burbank Water and Power (BWP): NEW REQUESTS

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue/ Cost Offsets	Fiscal Impact
BW - 1	F496	New Power Plant Operator (2 FTEs)	Additional staffing is required to maintain 24/7 power plant coverage, meet minimum staffing levels, reduce fatigue, and significantly lower double-time overtime costs. This position's cost will be offset by cost recovery from SCPPA of 90%, and the remainder will come from savings in renewable contract expenditures in FY 2026-27.	342,350		342,350	
BW - 2	F497	New Water Quality Analyst	This position is a new request. Increased water quality requirements, including expanded sampling, stricter unfunded regulations, and heightened oversight, have made current workloads unsustainable and pose compliance risks. This position is necessary to support regulatory compliance, including PFAS monitoring (forever chemicals). In July 2025, the Water Utility was a recipient of a nationwide PFAS settlement related to companies that have contaminated potable water supplies with PFAS. The settlement provides annual payments to the Water Fund for eight continuous years, the first year being FY 2025-26. These unplanned and unrestricted revenues will fund this position 100%. This position is cost-neutral to the ratepayers.	157,702		157,702	

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue/ Cost Offsets	Fiscal Impact
BW - 3	F497	New Proposed BCEA position (Water Inspector)	The Water Inspector position is proposed as a new classification to strengthen oversight, compliance, and enforcement as development activity within the City continues to increase. This position will serve as the Department's on-the-ground presence, providing consistent field oversight across active development sites. This position will be partly offset with aid-in-construction funds, as well as the PFAS settlement funds. This position is cost-neutral to the ratepayers.	151,914		151,914	
BW - 4	F496	New Customer Service Representative III (2 FTEs)	These positions are needed to better serve the ratepayer and improve customer service by reducing call times, resolving customer inquiries, and providing expedited service in the lobby. Funding will come from savings in renewable energy contract expenditures, as well as a portion from the elimination of the Assistant General Manager (AGM) of Customer Service (Sustainability) and Marketing to fully fund these two positions.	214,016		214,016	
BW - 5	F496	New Field Service Representative (2 FTEs)	Additional positions are needed to manage the increased workload from new meter installations and ensure residents receive accurate and timely bills. These positions will reduce response times for non-responding meters from several months to under a month. Funding will come from the savings from the elimination of the Assistant General Manager of Customer Service (Sustainability) and Marketing.	224,886		224,886	
Non-General Fund Total				**$ 1,090,868**	**$ -**	**$ 1,090,868**	**$ 0**

SUMMARY OF REQUESTS

Burbank Water and Power

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
BW - 1	F496	New Padmounts	Purchase new Padmounts for distribution to fulfill transformer orders.		2,600,000		2,600,000
BW - 2	F496	Overhead Distribution Transformers	Purchase new Overhead distribution transformers to fulfill orders.		850,000		850,000
BW - 3	F496	#375 Digger Derrick	Replacement based on age, reliability and parts obsolescence.		800,000		800,000
BW - 4	F496	Submersibles	Purchase new Submersibles for distribution to fulfill orders.		550,000		550,000
BW - 5	F497	Truck #319: Flatbed Crane/Boom Truck	Replacement due to age and reliability.		500,000		500,000
BW - 6	F497	Chevy - Mainline Service Tool Truck #309	Replacement due to age and reliability.		400,000		400,000
BW - 7	F497	Replace 10-12 Yard Dump Truck #431	Replacement due to age and reliability.		400,000		400,000
BW - 8	F496	EZ Hauler 55M LP X	Purchase a new remote control mini digger derrick for transporting transformers and poles into backyards and hard-to-reach areas, digging holes, hoisting poles, and transformers, and a manlift basket.		325,000		325,000
BW - 9	F496	Reel Strong Utility Fleet PL-3RT48 Triple Turret Tridem Reel Trailer	Purchase new equipment to allow the installation of three cables simultaneously from three reels, increasing cable installation efficiency.		300,000		300,000
BW - 10	F496	Equipment #265 - Wire Pull Trailer	Replace based on age, reliability, and parts obsolescence.		200,000		200,000
BW - 11	F496	Equipment #378 - Cable Puller	Replace based on age, reliability and parts obsolescence.		200,000		200,000
BW - 12	F496/497	IT Equipment and Peripherals	Hardware and software replacements.		175,100		175,100
BW - 13	F496	Waterjet Table	Replacement due to new regulatory restrictions on existing equipment.		175,000		175,000
BW - 14	F496	Truck #231 - One-Ton Service Truck	Replace based on age, reliability and parts obsolescence.		125,000		125,000
BW - 15	F496	New Ford Pickup	New equipment for maintenance crew.		100,000		100,000

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
BW - 16	F496	Truck #260 - Pickup	Replacement based on age, reliability, and parts obsolescence.		100,000		100,000
BW - 17	F496	Truck #289 - Pickup with Service Body	Replacement based on age, reliability, and parts obsolescence.		100,000		100,000
BW - 18	F496	Truck #334 - Pickup with Service Body	Replacement based on age, reliability, and parts obsolescence.		100,000		100,000
BW - 19	F496	Truck #337 - Pickup with Utility Body	Replacement based on age, reliability, and parts obsolescence.		100,000		100,000
BW - 20	F496	Truck #259 with Liftgate - Electric Truck for EV Charger Maintenance	Replacement based on age, reliability, and parts obsolescence.		100,000		100,000
BW - 21	F496	Truck # 327 - Pickup with Service Body	Replacement based on age, reliability and parts obsolescence.		100,000		100,000
BW - 22	F496	Truck #373 Pickup	Replacement based on age, reliability and parts obsolescence.		100,000		100,000
BW - 23	F496	Electrical Asset Aerial Inspection Device	Based on revised needs assessment for commercially available equipment necessary to perform aerial inspection of electrical assets, improve tree clearance verification, utilize infrared with visual and lidar inspection of overhead assets, record creation of construction activities, and wildfire mitigation.		100,000		100,000
BW - 24	F496	SF6 (Sulfur hexafluoride) Gas Recovery/Service Cart	This device is for treating SF6 gas that has been identified as out of specification. This is to prevent catastrophic failure in the gas insulated switch gear. This device allows for safe handling and treatment of SF6 gas used for insulation in high voltage equipment.		100,000		100,000
BW - 25	F496	Truck #284	Replacement based on age, reliability, and parts obsolescence.		100,000		100,000
BW - 26	F496	Truck #329	Replacement based on age, reliability, and parts obsolescence.		100,000		100,000
BW - 27	F496	Cable Insulation Testing Device	Replacement based on age, reliability, and parts obsolescence.		75,000		75,000
BW - 28	F496	SF6 Gas Analyzer	Allow for testing and verification of SF6 gas used for insulation in high voltage equipment.		75,000		75,000
BW - 29	F535	Vehicle - Communication Shop	Replacement due to age and condition.		50,000		50,000

Priority	Fund	Request Description	Justification	Recurring Request Amount	One-time Request Amount	Revenue Offset	Fiscal Impact
BW - 30	F496	Electric/Hybrid Truck	New equipment needed for the Customer Service Field Service Representatives.		50,000		50,000
BW - 31	F496	Pole-Mounted Work Plates	Pole-mounted work plate to optimize work and body positioning for linemen working on fiberglass and other non-climbable poles to reduce fatigue, increase safety, and allow for proper body positioning.		21,000		21,000
Non-General Fund Total				**$ -**	**$ 9,071,100**	**$ -**	**$ 9,071,100**

FY 2026-27 Budget - Proposed Projects:

Item	Project Name	Project #	Dept	Prior Year Appropriation	Fiscal Year 2026-27	Municipal Infrastructure Fund 534	Measure R Fund 107	Measure M Fund 108	RMRA Fund 123	Measure W Fund 109	Gas Tax Fund 125	Development Impact Fees Fund 127	Police Grants Fund 121	Civic Center Set-Aside Fund 534	General City Capital Projects Fund 370	Metro Measure R Highway Fund Grant	Park Dev Fees	Parks Measure A	Vehicle Equipment Fund 532	Grants/Dev Contribution
FY 2026-27 Proposed Budget - *Ongoing Projects*																				
1	New Central Library Civic Center	25286	LIB	$ 11,880,810	**$ 11,098,190**							$ 1,098,190		$ 10,000,000						
2	Community Services Building (CSB) Fountain Repair	25315	PW	$ 100,000	**$ 500,000**	$ 500,000														
3	Exhaust Systems Modernization	24893	PW	$ 1,025,000	**$ 285,000**	$ 285,000														
4	Underground Fuel System Replacement at Various Facilities	24546	PW	$ 1,560,000	**$ 950,000**														$ 950,000	
5	Fuel Systems Modernization	23018	PW	$ 370,000	**$ 200,000**														$ 200,000	
6	Multi-Facilities Security Upgrades	25105	PW	$ 110,000	**$ 200,000**	$ 200,000														
7	Roof Repair/Restoration	21472	PW	$ 1,596,275	**$ 250,000**	$ 250,000														
8	Vehicle Lift Equipment Modernization	24547	PW	$ 1,200,000	**$ 600,000**														$ 600,000	
9	Olive Bridge Replacement	24975	PW	$ 150,000	**$ 897,000**											$ 897,000				
10	McCambridge Park Stormwater Capture Multi-Benefit	24822	PW	$ 1,597,632	**$ 1,000,000**					$ 1,000,000										
11	Chandler Bikeway Extension	22702	CDD	$ 1,400,090	**$ 2,314,037**							$ 258,590								$ 2,055,447
12	Olive/Verdugo Intersection Improvements	21239	CDD	$ 1,600,000	**$ 2,000,000**											$ 2,000,000				
13	Dick Clark Dog Park	24253	PR	$ 2,955,490	**$ 620,000**	$ 620,000														
14	McCambridge Pool Replacement	24979	PR	$ 2,500,000	**$ 15,620,890**	$ 10,520,890									$ 5,000,000		$ 100,000			
15	Olive Recreation Center and Theater Building Replacement	25122	PR	$ 4,779,650	**$ 1,190,250**	$ 1,190,250														
	Total Ongoing Projects			$ 32,824,947	$ 37,725,367	$ 13,566,140	$ -	$ -	$ -	$ 1,000,000	$ -	$ 1,356,780	$ -	$ 10,000,000	$ 5,000,000	$ 2,897,000	$ 100,000	$ -	$ 1,750,000	$ 2,055,447
FY 2026-27 Proposed New Projects																				
1	2027 Annual Street and Sidewalk Improvement Project	25331	PW	$ -	**$ 5,300,000**			$ 2,000,000	$ 2,500,000		$ 800,000									
2	FY 2026-27 Annual Facilities Small Capital	25341	PW	$ -	**$ 1,600,000**	$ 1,600,000														
3	Beam Solar	25332	PW	$ -	**$ 100,000**														$ 100,000	
4	Buena Vista Branch Library Upgrades	25333	Lib	$ -	**$ 65,000**							$ 65,000								
5	City Hall Emergency Generator	25334	PW	$ -	**$ 100,000**														$ 100,000	
6	City Yard Main Building Painting	25335	PW	$ -	**$ 380,000**	$ 380,000														
7	Firefighter PPE Contamination Control and Storage	25352	Fire	$ -	**$ 50,000**							$ 50,000								
8	Police and Fire Headquarters (HQ) Elevator Modernization	25336	PW	$ -	**$ 750,000**	$ 750,000														
9	Police and Fire Headquarters Exterior Painting	25337	PW	$ -	**$ 220,000**	$ 220,000														
10	Police and Fire HQ Emergency Generator Modernization	25338	PW	$ -	**$ 100,000**	$ 100,000														
11	Police Department Real-Time Intelligence Center	25342	PD	$ -	**$ 700,000**								$ 700,000							
12	Downtown Burbank Metrolink Station Rehab	25344	CDD	$ -	**$ 300,000**		$ 300,000													
13	Downtown Mobility Hub	25343	CDD	$ -	**$ 500,000**							$ 500,000								
14	Earthwalk Park Playground Replacement	25351	PR	$ -	**$ 716,000**													$ 716,000		
15	Information Technology Server Room Conversion	25339	IT	$ -	**$ 585,000**	$ 585,000														
	Total New Projects			$ -	$ 11,466,000	$ 3,635,000	$ 300,000	$ 2,000,000	$ 2,500,000	$ -	$ 800,000	$ 615,000	$ 700,000	$ -	$ -	$ -	$ -	$ 716,000	$ 200,000	$ -
	Total Proposed CIP Budget			**$ 32,824,947**	**$ 49,191,367**	**$ 17,201,140**	**$ 300,000**	**$ 2,000,000**	**$ 2,500,000**	**$ 1,000,000**	**$ 800,000**	**$ 1,971,780**	**$ 700,000**	**$ 10,000,000**	**$ 5,000,000**	**$ 2,897,000**	**$ 100,000**	**$ 716,000**	**$ 1,950,000**	**$ 2,055,447**

FY 2026-27 City of Burbank CIP
MUNICIPAL FACILITIES

Project Name: New Burbank Central Library and Civic Center

Managing Department: Public Works

Project Number: 25286

Project Status: Ongoing: Project Requesting an Appropriation

Estimated Completion Date: Spring 2029

Funding Source: 370.PW33A.70019.0000.25286
370.LB01A.70019.0000.25286
534.PW33A.70019.0000.25286
127.LB01A.70019.0000.25286

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2029-30	Years 6 - 10	Totals
Central Library Capital Holding	3,580,810							3,580,810
Civic Center Set-Aside		10,000,000						10,000,000
Municipal Infrastructure Fund	8,300,000							8,300,000
Development Impact Fees		1,098,190		1,000,000				2,098,190
State Library Grant			9,949,896					9,949,896
Bond Proceeds			53,385,717	97,186,993				150,572,710
Totals	**11,880,810**	**11,098,190**	**63,335,613**	**98,186,993**	**-**	**-**	**-**	**184,501,606**

Project Description

This project will result in the construction of a new Central Library and Administrative Services Building, a multi-story parking garage, and functional open space on the Civic Center block bounded by Olive Avenue, Glenoaks Boulevard, Orange Grove Avenue and 3rd Street. The project will be delivered via a progressive design/build procurement process that will also contractually consider the long-term operation and maintenance needs of the new Library.

Project Status

The Project is currently in the procurement phase to secure a Progressive Design Build Team to be approved by City Council in October 2026, with a notice to proceed also in October 2026, which is the preferred delivery method for construction. Following the notice to proceed, the following steps will be taken in Phase 1 of the project with the Progressive Design Build team for more comprehensive design and for construction; including project validation, collaborative design scoping, and a final guaranteed maximum pricing for the project. The City estimates breaking ground in June 2027. The project is expected to take 21 months to complete after breaking ground. Construction for the new library should be completed by December 2028 and the project closeout and move-in should be in Spring 2029.

Estimated Annual O&M Impact/(Savings)	

Project Name: Community Services Building (CSB) Fountain Repair
Managing Department: Public Works
Project Number: 25315
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 534.PW33A.70019.0000.25315

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund	100,000	500,000						600,000
								-
								-
								-
Totals	**100,000**	**500,000**	**-**	**-**	**-**	**-**	**-**	**600,000**

Project Description

The CSB fountain was taken offline because of a severe leak. The project will deconstruct the fountain to reline its base, repair pump equipment and reconstruct the fountain.

Project Status

Staff is investigating options to change the fountain's design to allow it to run on recycled water. If recycled water is not an option, then staff will investigate ideas to repurpose the fountain into another decorative feature. Additional funding is requested for construction activities.

Estimated Annual O&M Impact Savings	

Project Name: Exhaust Systems Modernization
Managing Department: Public Works
Project Number: 24893
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 370.PW33A.70019.0000.24893
534.PW33A.70019.0000.24893
532.PW34A.70019.0000.24893

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Vehicle Equipment Replacement Fund	225,000							225,000
Municipal Infrastructure Fund	400,000	285,000						685,000
Grant Funding	400,000							400,000
								-
Totals	**1,025,000**	**285,000**	**-**	**-**	**-**	**-**	**-**	**1,310,000**

Project Description

This project replaces specialized ventilation equipment that collects and expels diesel fumes, carbon monoxide, particulates, and other harmful airborne products occurring in fire stations and in vehicle repair shops. The work will occur at the Police/Fire Headquarters fire apparatus room, vehicle maintenance bays at the City Yard, and in all Fire Stations (12, 13, 14, 15, and 16). The work will include replacing leaking or inoperable ductwork, new magnetic connectors, new rails, ductwork overhead, new fans and automatic controls.

Project Status

Design and bid specifications are complete. The project is anticipated to be advertised in third quarter of FY 2025-26. Construction is estimated to be completed in third quarter of FY 2026-27.

Estimated Annual O&M Impact/(Savings)	

Project Name: Undreground Fuel System Replacement at Various Facilities
Managing Department: Public Works
Project Number: 24546
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 532.PW34A.15032.0000.24546

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Vehicle Equipment Replacement Fund	1,560,000	950,000						2,510,000
								-
								-
								-
Totals	**1,560,000**	**950,000**	**-**	**-**	**-**	**-**	**-**	**2,510,000**

Project Description

Underground fuel storage tanks at Fire Stations 12 and 16 were installed prior to 1990. Recently, tanks at each station developed leaks and were removed. The scope of this project will include the replacement of one (1) new Owner Furnished Contractor Installed (OFCI) above-ground (2,000-gallon combined (1,000- Diesel and 1,000-Unleaded) at Fire Station 12 and one (1) new OFCI above ground 2,000-gallon (Diesel) fuel tank system at Fire Station 16. Each new tank will be installed adjacent to the previously removed underground storage tank locations. New fuel dispensers and a new tank management system including consoles, probes, sensors, and detector systems will be installed. Other construction efforts will include the selective demolition, replacement of affected concrete and/or asphalt paving, planting, irrigation, and site drainage. The project will be inspected and tested to meet all applicable local, county, and state regulatory agency requirements. Additional funds will replace funds used for immediate repairs in FY 2026-27.

Project Status

Tanks at Fire Stations 12 and 16 were removed in June 2024 to address immediate environmental concerns. The project is planned to be advertised in FY 2026-27. Additional funding will cover the cost of construction, increased construction administration costs, construction management services, design, and cost escalation.

Estimated Annual O&M Impact/(Savings)	

Project Name: Fuel Systems Modernization
Managing Department: Public Works
Project Number: 23018
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: December 2026
Funding Source: 532.PW34A.15032.0000.23018

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Vehicle Equipment Replacement Fund	370,000	200,000						570,000
								-
								-
								-
Totals	**370,000**	**200,000**	**-**	**-**	**-**	**-**	**-**	**570,000**

Project Description

Public Works utilizes a fuel pump management system for diesel and gas pumps throughout the City. This project will replace terminal data cabling and other necessary infrastructure to support the new operating system at all City Fire Stations (Stations 11-16), the mobile pump unit at DeBell, the Maintenance Yard, and the Recycle Center. This project will also include replacing tank monitoring equipment for more accurate reporting.

Project Status

Four terminal card readers were replaced in 2025. The fuel system engineer will design the needed modernization of the entire system in third quarter of FY 2025-26. Staff will pursue sole source justification for the selected vendor in fourth quarter of FY 2025-26. Construction is estimated to be completed by second quarter of FY 2026-27.

Estimated Annual O&M Impact/(Savings)	

Project Name: Multi-Facilities Security Upgrades
Managing Department: Public Works
Project Number: 25105
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: January 2027
Funding Source: 534.PW33A.70019.0000.25105

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund	110,000	200,000	635,000					945,000
								-
								-
								-
Totals	**110,000**	**200,000**	**635,000**	**-**	**-**	**-**	**-**	**945,000**

Project Description

This project will modernize the City's existing Winpac/Honeywell facility access control systems at multiple City facilities. Existing numeric keypads and supporting equipment will be replaced with Radio Frequency Identification (RFID) readers that will enable employee badges to be used as access keys for the secured City Facilities. The project will include design, engineering, and construction.

Project Status

Badge reader hardware was installed at Community Services Building (CSB), City Hall, and the Public Works Yard. Compatible badges will be printed and go live in first quarter of FY 2026-27.

Estimated Annual O&M Impact/(Savings)	

Project Name: Roof Repair/Restoration to Multiple Roofs
Managing Department: Public Works
Project Number: 21472
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 534.PW33A.70019.0000.21472
370.PW33A.70019.0000.21472

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Infrastructure Reserve	285,500							285,500
Municipal Infrastructure Fund	1,310,775	250,000						1,560,775
								-
								-
Totals	**1,596,275**	**250,000**	**-**	**-**	**-**	**-**	**-**	**1,846,275**

Project Description

This project will repair and restore various roof systems on multiple facilities at the Olive Recreation Center, Joslyn Adult Center, Creative Art Center, Pottery Building, and the Burbank Animal Shelter.

Project Status

The project will be advertised in FY 2025-26 and construction will be completed in FY 2026-27.

Estimated Annual O&M Impact/(Savings)	

Project Name: Vehicle Lift Equipment Modernization
Managing Department: Public Works
Project Number: 24547
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: FY 2031-32
Funding Source: 532.PW34A.15042.0000.24547

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Vehicle Equipment Replacement Fund	1,200,000	600,000	600,000	600,000	600,000	1,200,000		4,800,000
								-
								-
								-
Totals	**1,200,000**	**600,000**	**600,000**	**600,000**	**600,000**	**1,200,000**	**-**	**4,800,000**

Project Description

Complete modernization of fourteen (14) vehicle lifts to accommodate current Fleet requirements including all City light, medium, and heavy-duty vehicles. Public Works will split the project into 6 phases (1 phase per year). Phases 1 and 2 will replace all light-duty and medium-duty lifts (total of 7 lifts), Phases 3-6 will be the replacement of Heavy-duty lifts (1 lift per phase).

Project Status

Design for the entire project to be completed from January to Febuary 2026. Proposal for phase 1 completed January 2026. Phase 1 construction is anticipated to start in late fiscal year 2025-26 through a co-op agreement.

Estimated Annual O&M Impact/(Savings)	

Project Name: Olive Avenue Bridge Replacement
Managing Department: Public Works
Project Number: 24975
Project Status: Ongoing: Project Requesting an Appropiation
Estimated Completion Date: January 2035
Funding Source: 127.CD33A.70002.0000.24975
370.PW21A.70002.0000.24975
125.PW21A.70002.0000.24975

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Development Impact Fees	150,000							150,000
Measure R Highway Ops fronted with Development Impact Fees		897,000						897,000
Unidentified State/Fed Funding							150,000,000	150,000,000
Totals	**150,000**	**897,000**	**-**	**-**		**-**	**150,000,000**	**151,047,000**

Project Description

The Olive Avenue Bridge was constructed in 1959 and spans over the Burbank Western Channel, the Metrolink Tracks, Interstate 5, and several local streets including Bonnywood Place and Front Street. It is 1,420 feet long including the approach roadways. The first three spans (east end) are owned and maintained by Caltrans and the remaining seven spans are owned by the City of Burbank. The City owned structures are maintained by the County of Los Angeles under contract with the City of Burbank. The Bridge (and Magnolia) had a Feasibility Study completed in 2016 to potentially widen the bridges. This project will update that study to determine the best rehabilitation strategy for the Bridge as well as consider the new needs based upon the upcoming Bus Rapid Transit (BRT) line that Metro is going to implement on Olive Avenue.

Project Status

This project will advance pre-planning, early design, environmental analyses, and community engagement towards replacing the Olive Avenue Bridge. Project Initiation Docusent (PID) and Project Approval and Enviormental Document (PAED) (30%) activities are expected to be completed in approximately 24-36 months.

Estimated Annual O&M Impact/(Savings)	

Project Name: McCambridge Park Stormwater Capture Multi-Benefit Project
Managing Department: Public Works
Project Number: 24822
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: FY 2028-29
Funding Source: 109.PW23A.71000.0000.24822
370.PW23A.71000.0000.24822

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Measure W - Stormwater	1,597,632	1,000,000					8,000,000	10,597,632
Grant Funding							32,402,368	32,402,368
								-
								-
Totals	**1,597,632**	**1,000,000**	**-**	**-**	**-**	**-**	**40,402,368**	**43,000,000**

Project Description

This is a stormwater capture multi-benefit project. The scope of work includes the following improvements: an underground stormwater capture system (infiltration gallery), bioswales in two parking lots, planting of native trees, improved Americans With Disabilities Act (ADA) paths, picnic tables with shade structures, fitness stations and a 9-hole disc golf course, Light Emitting Diode (LED) pedestrian and/or ballfield lighting throughout the park, and solar power at the recreation center and basketball court.

Project Status

The feasibility study has been completed and submitted to LA County. In prior years (2023-24 and 2024-25), a grant funding application for $2.93 million for design work was submitted to LA County and finished just outside of those projects receiving funding. The project is currently in the design phase, and the 70% design document package is scheduled to be completed in December 2026. The additional design funds requested for FY 2026-27 are to finalize the design and make the project more competitive when submitting applications for grant funds from the County and other sources.

Estimated Annual O&M Impact/(Savings)	

Project Name: Chandler Bikeway Extension
Managing Department: Community Development
Project Number: 22702
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: Summer 2028
Funding Source: 127.CD33A.70002.0000.22702

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Developemt Impact Fees (DIF)	816,253	258,590						1,074,843
Metro Grant	583,837	2,055,447						2,639,284
Totals	**1,400,090**	**2,314,037**	**-**					**3,714,127**

Project Description

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 from Chandler to the Downtown Burbank Metrolink Station. The completion of this project will help to 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 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 the miles traveled.

Project Status

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. City Council approved final project alignment on November 18, 2025, and staff is advancing design for final alignment.

Estimated Annual O&M Impact/(Savings)	

Project Name: Olive/Verdugo Intersection Improvements
Managing Department: Community Development
Project Number: 21239
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: Winter 2030
Funding Source: 370.PW22A.70002.0000.21239

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Measure R Hwy Ops	1,600,000	2,000,000						3,600,000
Totals	**1,600,000**	**2,000,000**	**-**					**3,600,000**

Project Description

In 2013, Burbank was allocated funds by Metro to improve traffic flow and safety through the Olive/Verdugo intersection. The project will upgrade traffic signal equipment, install signing and striping, and construct street improvements. It will reduce travel times, delays, and vehicle emissions. In addition, it will improve bicycle and pedestrian safety.

Project Status

In 2018, based on community input from residents near the project intersection, the City Council directed staff to return with a revised design alternative that included additional elements. Based on preliminary cost estimates, an additional $2 million in Measure R funding from Metro was secured to complete construction for the City's preferred alternative that was presented to Council in 2018. Staff plans to return to the City Council in mid-2026 to request approval of the revised design alternative that now includes the additional design elements requested by the community at the 2018 Council Meeting. If directed to proceed,the final design would begin in late 2026.

Estimated Annual O&M Impact/(Savings)	

Project Name: Dick Clark Dog Park
Managing Department: Parks and Recreation
Project Number: 24253
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: June 2025
Funding Source: 127.CD33E.70003.0000.24253
127.PR28A.70003.0000.24253
370.PR21A.70003.0000.24253
534.PR21A.70003.0000.24253

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Donation	150,000							150,000
Prop 68 Per Capita Grant Funds	243,440							243,440
Development Impact Fees	1,313,255							1,313,255
Municipal Infrastructure	822,977	620,000						1,442,977
General City Capital Projects	425,818							425,818
Totals	**2,955,490**	**620,000**						**3,575,490**

Project Description

Preserve and expand open space to develop an off-leash dog park that promotes exercise and wellness for dogs and their owners. Park design will include planting, landscape, irrigation, fencing, site furnishings, lighting, drinking fountains, and parking.

Project Status

The project is in the construction document phase. Anticipated bid date in Spring 2026.

Estimated Annual O&M Impact/(Savings)	

Project Name: McCambridge Pool Replacement
Managing Department: Parks and Recreation
Project Number: 24979
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: June 2028
Funding Source: 127.PR21A.70003.0000.24979
370.PR21A.70003.0000.24979
534.PR21A.70003.0000.24979

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Grant Funding	1,500,000							1,500,000
Park Development Fees	1,000,000	100,000						1,100,000
General City Capital Projects Fund		5,000,000						5,000,000
Municipal Infrastructure		10,520,890						10,520,890
Totals	**2,500,000**	**15,620,890**	**-**	**-**				**18,120,890**

Project Description

This multi-phased renovation project for the McCambridge Pool facility will include a new lap pool, activity pool, waterslides, play features, pool deck, equipment room, locker room upgrades, and staff offices. Design completion is anticipated by December 2026 and construction is to begin in early 2027.

Project Status

Project delivery method will be design-bid-build. Phase 1: Aquatics Facility Needs Assessment Report and extensive community engagement completed in FY 2021-22. Phase 2: Includes design development, construction documents, project management services, and Calirfornia Enviormental Quality Act (CEQA) analysis to progress into the procurement bidding phase once construction documents are completed. Project completion is estimated for FY 2027-28.

Estimated Annual O&M Impact/(Savings)	

Project Name: Olive Recreation Center and Theater Building Replacement
Managing Department: Parks and Recreation
Project Number: 25122
Project Status: Ongoing: Project Requesting an Appropriation
Estimated Completion Date: June, 2030
Funding Source: 534.PR21A.70003.0000.25122
370.PR28A.70003.0000.25122
127.PR28A.70003.0000.25122

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund	3,529,225	1,190,250						4,719,475
Development Impact Fees	1,150,425							1,150,425
Park Development Fees/BAF	100,000							100,000
Unfunded			115,971,750					115,971,750
Totals	**4,779,650**	**1,190,250**	**115,971,750**	**-**	**-**	**-**	**-**	**121,941,650**

Project Description

The City Council approved the George Izay Park Master Plan on October 11, 2022. This is a multi-phased project that will ultimately result in the renovation of George Izay Park. The first segment of this project will include a new recreation center, a performing arts center, and new exterior park restrooms. Funding request includes Califrornia Enviormental Quality Act (CEQA) analysis and Construction Document Development. This phase also includes engaging the Project Management services to represent the Department.

Project Status

The Izay Master Plan was completed in FY 2021-22. Topographic survey and 3D renderings were approved by Council in December 2024. An architect was selected to perform schematic design and design development. Once funding is in place, the design agreement can be awarded in July 2025 and the design is anticipated to be completed by spring 2027. If construction funding is approved in FY 2027-28, construction can start in fall 2028 and is anticipated to be completed by spring 2030.

Estimated Annual O&M Impact/(Savings)	

Project Name: 2027 Annual Street and Sidewalk Improvement Project
Managing Department: Public Works
Project Number: 25331
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 125.PW21A.70002.0000.25331
108.PW21A.70002.0000.25331
123.PW21A.70002.0000.25331

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Gas Tax Fund 125		800,000						800,000
Measure M Fund 108		2,000,000						2,000,000
Road Maintenance and Rehabilitation (RMRA)		2,500,000						2,500,000
								-
Totals		**5,300,000**	**-**	**-**	**-**	**-**	**-**	**5,300,000**

Project Description

The 2027 annual street and sidewalk improvement project is a continuation of the City's ongoing efforts to maintain its sidewalks and roadways. The project remove and reconstruct damaged curbs, gutters, sidewalks, driveways, and pedestrian ramps in targeted areas throughout the City. It will also address roadways and alleyways rated poor and below condition to achieve a Citywide Pavement Condition Index (PCI) of 70 with alleyway PCI to 55 by FY 2030-31.

Project Status

Design is estimated to take place from July 2026 to April 2027. Construction is estimated to take place from September 2027 through December 2027.

Estimated Annual O&M Impact/(Savings)	

FY 2026-27 City Of Burbank CIP
TRAFFIC, TRANSPRTATION, and PEDESTRIAN ACCESS

Project Name: FY 2026-27 Annual Facilities Small Capital Improvement
Managing Department: Public Works
Project Number: 25341
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 534.PW33A.70019.0000.25341

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund		1,600,000	1,600,000	1,600,000	1,600,000	1,600,000		8,000,000
								-
								-
								-
Totals	**-**	**1,600,000**	**1,600,000**	**1,600,000**	**1,600,000**	**1,600,000**	**-**	**8,000,000**

Project Description

Facility capital program/small capital planned and unplanned replacement/repair/strategic maintenance to extend life/modernization/new building components, all aspects of facility-related infrastructure, such as; interior building systems, electrical panels and lighting systems, Heating, Ventilating, and Air Conditiong (HVAC), roofs and waterproofing systems, plumbing, and elevators. Small Capital programs do not include general maintenance and small repairs.

Project Status

This project will replace and/or repair small capital throughout FY 2026-27.

Estimated Annual O&M Impact/(Savings)	

Project Name: Beam Solar
Managing Department: Public Works
Project Number: 25332
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 532.PW34A.15042.25332

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Vehicle Fund 532		100,000						100,000
								-
								-
								-
Totals	**-**	**100,000**	**-**	**-**	**-**	**-**	**-**	**100,000**

Project Description

Beam is a turnkey solar vehicle charging solution that is self-contained and completely off the electrical grid. The project will place two solar powered vehicle charges at a City facility for staff use.

Project Status

The solar charges are expected to be installed in late FY 2026-27.

Estimated Annual O&M Impact/(Savings)	

FY 2026-27 City Of Burbank CIP
TRAFFIC, TRANSPRTATION, and PEDESTRIAN ACCESS

Project Name: Buena Vista Branch Library Upgrades
Managing Department: Library Services
Project Number: 25333
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 127.LB01A.70019.0000.25333

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Developemt Impact Fees (DIF)		65,000						65,000
Unfunded			692,977					692,977
Totals	**-**	**65,000**	**692,977**	**-**	**-**	**-**	**-**	**757,977**

Project Description

The Buena Vista Branch opened in 2002 and has not had any major renovation after over 20+ years. It serves as the most highly visited library branch with over 320,000 patrons annually. Due to high public use, the carpet and flooring have passed their useful life and require frequent repair with it being difficult to source adequate replacement to the current style and design. In the best interest to improve the space while flooring is replaced and in coordination with planned Heating, Ventilating, and Air Conditiong (HVAC) upgrades, renovations to improve the safety, usage, and staff needs are as follows: 1. Currently, there is no dedicated teen space, which is critical for this location as it is in close proximity to area public and private high schools and middle schools. This project will replace an underutilized area to provide a glass partition, study booth, and lounge furniture to facilitate teen usage. 2. In addition, to address growing usage, additional staff spaces can be developed to accommodate 5 staff pods. 3. The window to an operable glass door to provide a connection to the outdoor space and provide acoustical treatment to main lobby entrance area.

Project Status

The project is in design and will be finalized in FY 2026-27.

Estimated Annual O&M Impact/(Savings)	

FY 2026-27 City Of Burbank CIP
TRAFFIC, TRANSPRTATION, and PEDESTRIAN ACCESS

Project Name: City Hall Emergency Generator
Managing Department: Public Works
Project Number: 25334
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 532.PW33A.15042.0000.25334

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Vehicle Equipment Fund 532		100,000						100,000
								-
								-
								-
Totals	**-**	**100,000**	**-**	**-**	**-**	**-**	**-**	**100,000**

Project Description

The Emergency Generator serving City Hall is at the end of its reliable service life and requires replacement. Phase 1 of the project will validate current generator loads, analyze facility requirements for a modern generator, and design and engineer the facility improvements for the replacement generator.

Project Status

Phase 1 of the project will begin in FY 2026-27. The estimated completion date is June 2027.

Estimated Annual O&M Impact/(Savings)	

FY 2026-27 City Of Burbank CIP
TRAFFIC, TRANSPRTATION, and PEDESTRIAN ACCESS

Project Name: City Yard Main Building Painting
Managing Department: Public Works
Project Number: 25335
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 534.PW33A.70019.25335

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund		380,000						380,000
								-
								-
								-
Totals	**-**	**380,000**	**-**	**-**	**-**	**-**	**-**	**380,000**

Project Description

The project will refresh the exterior of the Public Works building at the City Yard to maintain the structural integrity and improve the exterior appearance, providing a safe and visually appealing building for the public and employees.

Project Status

This project involves cleaning, priming, and applying exterior paint to the walls, trim, and doors of the Public Works Building. It is expected to be completed by June 2027.

Estimated Annual O&M Impact/(Savings)	

Project Name: Firefighter PPE Contamination Control and Storage
Managing Department: Fire Department
Project Number: 25352
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2028
Funding Source: 127.FD07A.70019.0000.25352
534.FD07A.70019.0000.25352

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Developemt Impact Fees (DIF)		50,000						50,000
Municipal Infrastructure Fund			450,000					450,000
								-
								-
Totals	**-**	**50,000**	**450,000**	**-**	**-**	**-**	**-**	**500,000**

Project Description

This project entails constructing an add-on space to provide a dedicated turnout gear storage area for firefighter Personal Protective Equipment (PPE) at Stations 14 and 15. Turnouts are currently stored on the apparatus floor at each of these stations, subjecting them to exposure to diesel fumes from vehicles. The new space would be physically separated from living and work areas and designed with appropriate ventilation to reduce the spread of contaminants associated with fireground operations. Creating a designated turnout storage area supports safe handling, drying, and organization of gear while improving overall station functionality. The project also advances firefighter health and safety by limiting exposure of clean PPE compared to products of combustion. It aligns with nationally recognized fire service best practices and standards for cancer prevention, while also reducing long-term health risks. The additional space would enhance operational readiness by ensuring turnout gear is properly stored, readily accessible, and maintained in a manner that extends its service life.

Project Status

The project will undergo design in FY 2026-27, with construction expected to occur in FY 2027-28.

Estimated Annual O&M Impact/(Savings)	

Project Name: Police and Fire Headquarters Elevator Modernization
Managing Department: Public Works
Project Number: 25336
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: September 2028
Funding Source: 534.PW33A.70019.0000.25336

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund		750,000						750,000
								-
Totals	**-**	**750,000**	**-**	**-**	**-**	**-**	**-**	**750,000**

Project Description

The three elevators at the Police and Fire headquarters have reached the end of their lifecycle and require replacement. Replacement parts are becoming extremely difficult to source because of the age of the elevators. A comprehensive modernization of critical elevator components is now necessary.

Project Status

Phase 1 of the project will begin in FY 2026-27 and is expected to be completed in September 2028.

Estimated Annual O&M Impact/(Savings)	

Project Name: Police and Fire Headquarter Exterior Painting
Managing Department: Public Works
Project Number: 25337
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 534.PW33A.70019.25337

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund		220,000						220,000
								-
								-
								-
Totals	**-**	**220,000**	**-**	**-**	**-**	**-**	**-**	**220,000**

Project Description

The project will refresh the exterior of the Police and Fire Headquarters building to maintain the structural integrity and improve the exterior appearance, providing a safe and visually appealing building for the public and employees.

Project Status

This project involves cleaning, priming, and applying exterior paint to the walls, trim, and doors of the Police and Fire Headquarters building. It is expected to be completed in June 2027.

Estimated Annual O&M Impact/(Savings)	

Project Name: Police and Fire Headquarter Emergency Generator Modernization
Managing Department: Public Works
Project Number: 25338
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2028
Funding Source: 534.PW33A.70019.0000.25338

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund		100,000						100,000
								-
								-
								-
Totals	**-**	**100,000**	**-**	**-**	**-**	**-**	**-**	**100,000**

Project Description

The Emergency Generator serving the Police and Fire Headquarters is at the end of its reliable service life and requires replacement. Phase 1 of the project will validate current generator loads, analyze facility requirements for a modern generator, and design and engineer the facility improvements for the replacement generator. Additional funding is included for strategic maintenance/repairs to extend the life of the existing generator until a new emergency generator system can be constructed.

Project Status

Phase 1 of the project will begin in FY 2026-27 and is expected to be completed in FY 2027-28.

Estimated Annual O&M Impact/(Savings)	

Project Name: Police Department Real-Time Intelligence Center
Managing Department: Public Works
Project Number: 25342
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2027
Funding Source: 121.PD03A.70019.25342

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Grants, Fund 121		700,000						700,000
								-
								-
								-
Totals	**-**	**700,000**	**-**	**-**	**-**	**-**	**-**	**700,000**

Project Description

Convert the Department's current mid-level report writing room into a fully functional Real-Time Intelligence Center (RTIC). The project includes the installation of four modern workstations equipped with the necessary technology and infrastructure to support real-time intelligence operations, including multiple wall monitors. Facility upgrades will include new electrical connections and power distribution to support high-capacity equipment, improved lighting suitable for an operations environment, demolition of existing indoor wall, modification to the current door, updated flooring, and interior modifications to accommodate display monitors and technology systems. This project includes design, construction, and technology integration to ensure the development of a modernized, functional space that enhances the Department's operational efficiency and supports public safety.

Project Status

This project will begin in FY 2026-27 and is expected to be completed in June 2027.

Estimated Annual O&M Impact/(Savings)	

Project Name: Downtown Burbank Metrolink Station Rehabilitiation
Managing Department: Community Development
Project Number: 25344
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: 2028
Funding Source: 107.CDD33A.70019.0000.25344

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Measure R Local Return		300,000	2,700,000					3,000,000
								-
Totals	**-**	**300,000**	**2,700,000**	**-**	**-**	**-**	**-**	**3,000,000**

Project Description

The Downtown Burbank Metrolink Station is over 30 years old and is in need of a significant amount of minor capital improvements to bring the station back to a state of good repair. An overhaul of most of the station, including improvements to the pavement, plumbing, building facades, paint, lighting, and Heating, Ventilating, and Air Conditiong (HVAC) systems are needed, among other things. The project will be funded by Local Return monies.

Project Status

A high-level facilities assessment has been completed. Public Works and Community Development (CDD) will commence with the design of the repairs in summer 2026.

Estimated Annual O&M Impact/(Savings)	

Project Name: Downtown Burbank Mobility Hub Network
Managing Department: Community Development
Project Number: 25343
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: Summer 2028
Funding Source: 127.CD33A.70002.0000.25343

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Developemt Impact Fees (DIF)		500,000	500,000					1,000,000
								-
Totals	**-**	**500,000**	**500,000**	**-**	**-**	**-**	**-**	**1,000,000**

Project Description

Construction of Mobility Hub at 1st Street and Olive Avenue to connect the various transit lines, pedestrian pathways, and bicycle lanes in Downtown Burbank as well as providing open space for residents, employees, and visitors. Mobility Hub will include expanded bus stop amenities, like seating and shade, as well as streamlined informational signage. Wayfinding throughout Downtown Burbank will be deployed to enhance connectivity between the various multimodel projects.

Project Status

Staff has been selected by Southern California Association of Governments (SCAG) for a grant award for to fund design and construction of Mobility Hub. Staff is currently working with SCAG to determine when it will obligate funds, at which point the project design schedule and obligation total will be confirmed. Current funding is intended as a placeholder until funds are obligated and Staff can determine additional funding needs.

Estimated Annual O&M Impact/(Savings)	

Project Name:	Earthwalk Park Playground Replacement
Managing Department:	Parks and Recreation
Project Number:	25351
Project Status:	New Project Requesting an Appropriation
Estimated Completion Date:	June 2027
Funding Source:	370.PR21A.70003.0000.25351

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Measure A		716,000						716,000
								-
Totals	**-**	**716,000**	**-**	**-**	**-**	**-**	**-**	**716,000**

Project Description

This project will install new play equipment at Earthwalk Park to meet community needs and maintain safety and longevity. This project aligns with the Department's replacement schedule based on age, condition, industry standards, and compliance requirements. The new playground will offer inclusive play elements supporting cognitive, physical, social-emotional, sensory, and motor development, along with new poured-in-place surfacing and an integrated shade structure. The existing playground was installed in 2017.

Project Status

The project delivery method will be design-build. Design and construction will occur in FY 2026-27.

Estimated Annual O&M Impact/(Savings)	

Project Name: IT Server Room Conversion
Managing Department: Public Works / IT
Project Number: 25339
Project Status: New Project Requesting an Appropriation
Estimated Completion Date: June 2028
Funding Source: 534.PW33A.70019.0000.25339

Expenditure Plan

Funding Source	Prior Years	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Years 6 - 10	Totals
Municipal Infrastructure Fund		585,000						585,000
								-
Totals	**-**	**585,000**	**-**	**-**	**-**	**-**	**-**	**585,000**

Project Description

This project involves the renovation and conversion of the existing server room located in the City Hall basement, into a functional, modern workspace with a separate, secure area to stage, prepare, configure and troubleshoot technical equipment. The existing space, currently designed for housing data center equipment, will be repurposed to provide a comfortable, efficient, and technology-enabled office environment with 16 individual cubicles to accommodate a fully staffed and centrally located IT Department. Currently, the IT Department has staff in two separate locations. The goal is to relocate staff from the CSB to the City Hall basement. The work includes selective demolition, construction, finishes, electrical, mechanical, and low-voltage upgrades to meet current building and workplace standards.

Project Status

Phase I design will begin in FY 2026-27. Construction is estimated to be completed in FY 2027-28.

Estimated Annual O&M Impact/(Savings)	

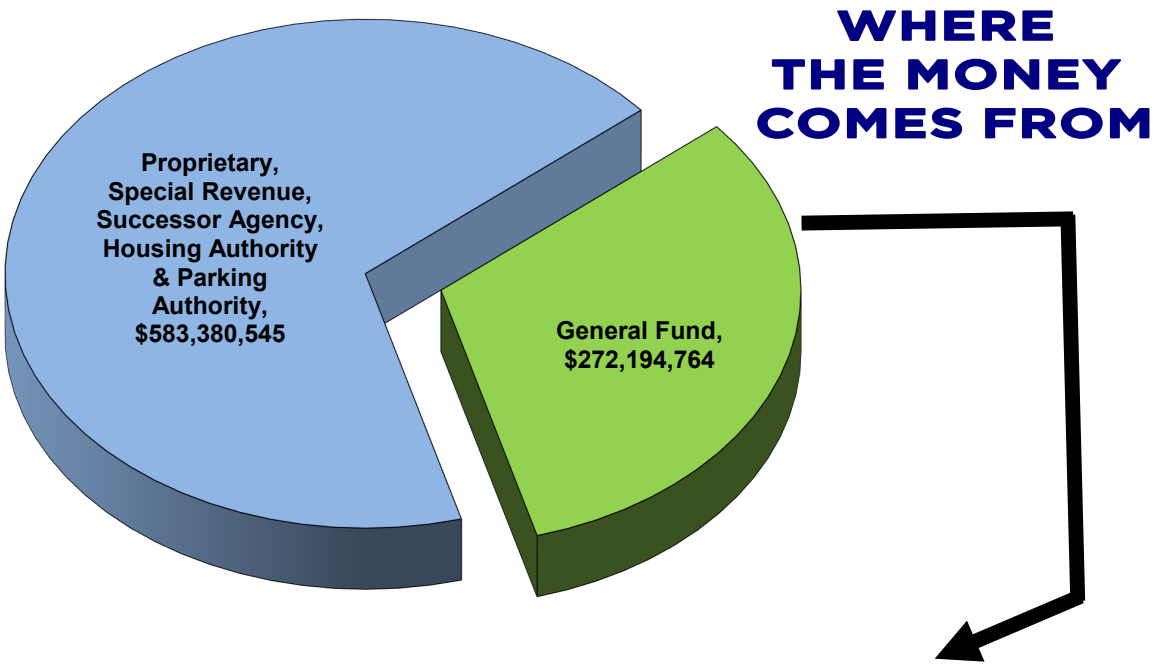
BUDGET SUMMARIES

The Budget Summaries Section presents, through a series of charts, graphs, and tables, the Proposed Fiscal Year (FY) 2026-27 City of Burbank Annual Budget in summary form. This section is organized as follows:

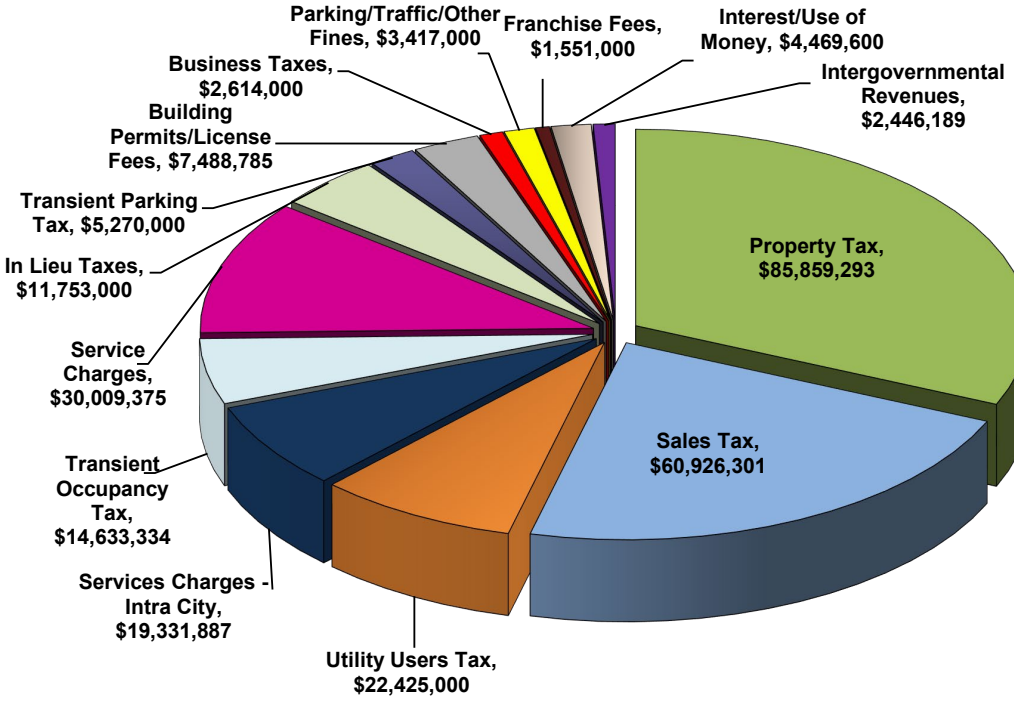
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SOURCE OF FUNDS - FY 2026-27

Total City Resources $855,575,309

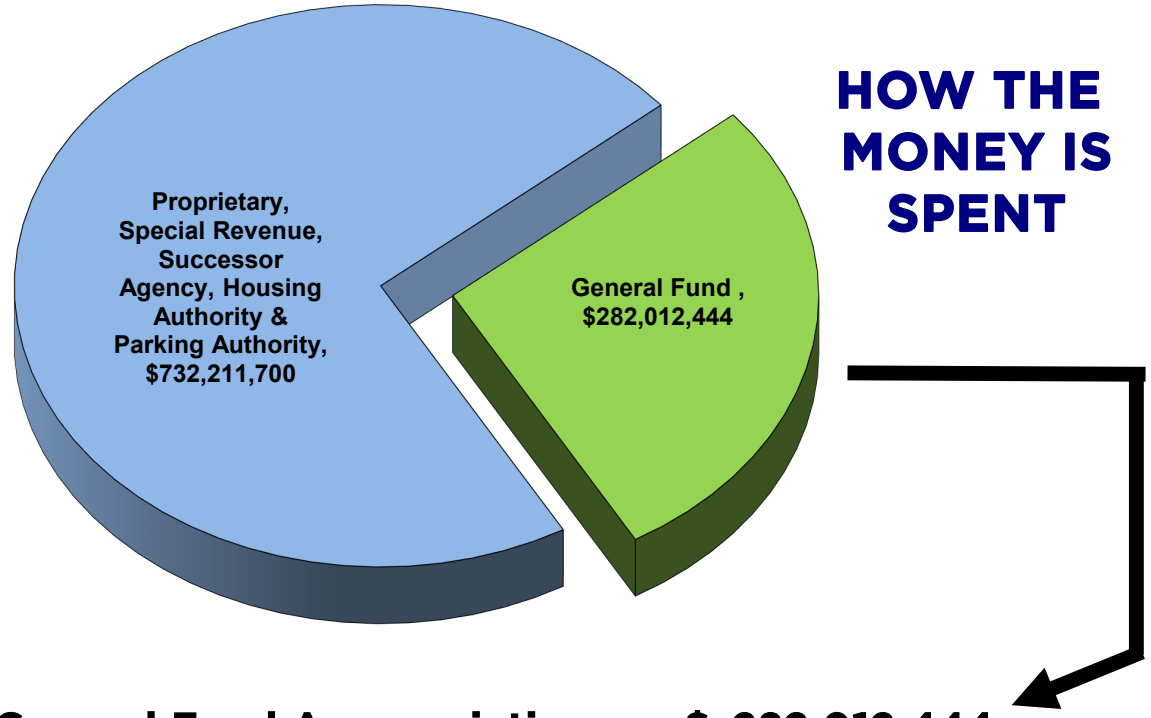


General Fund Resources $272,194,764

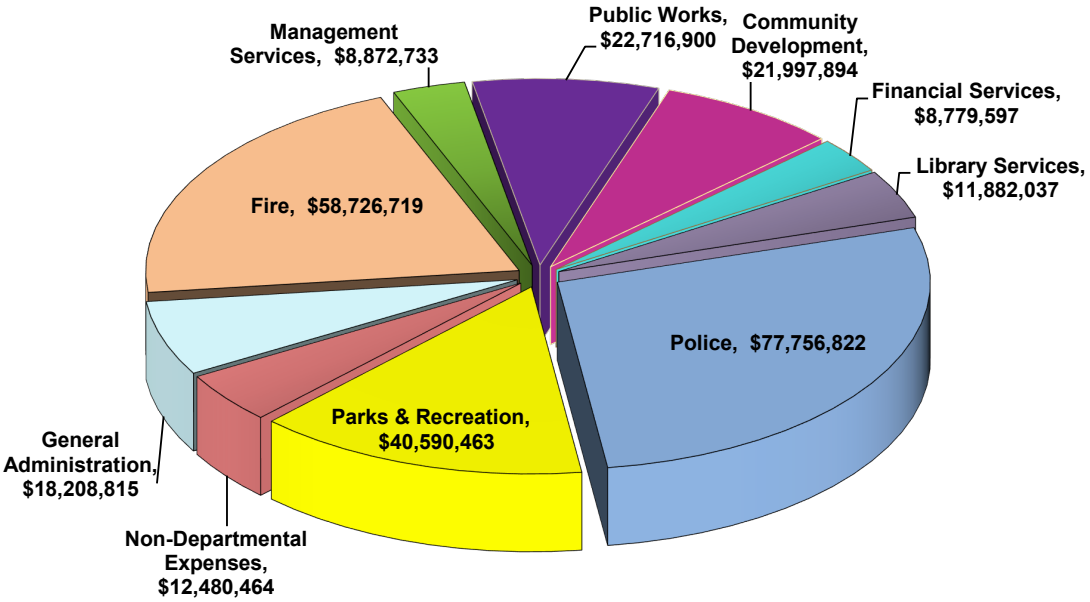


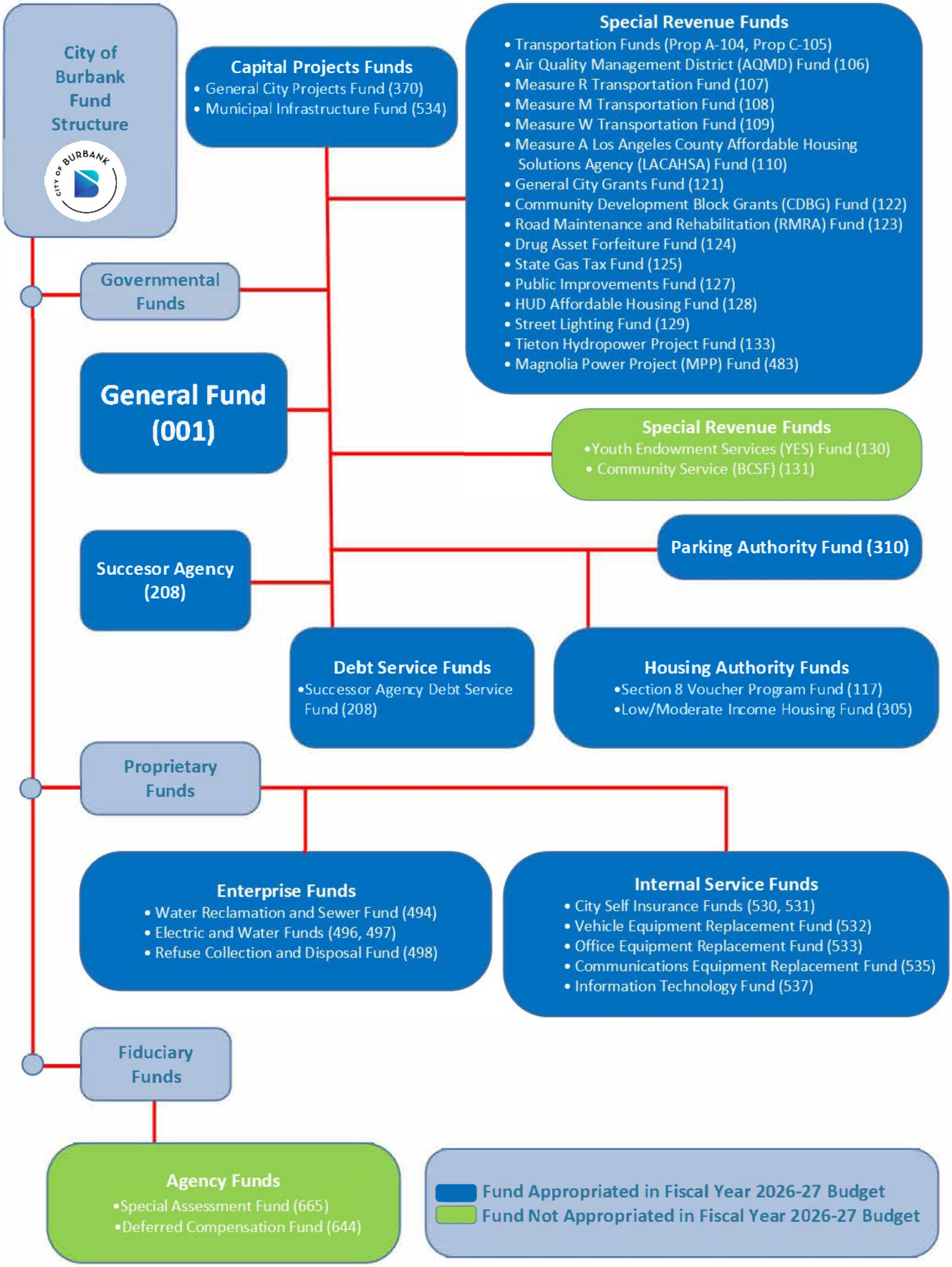
USE OF FUNDS - FY 2026-27

Total City Appropriations $1,014,224,144



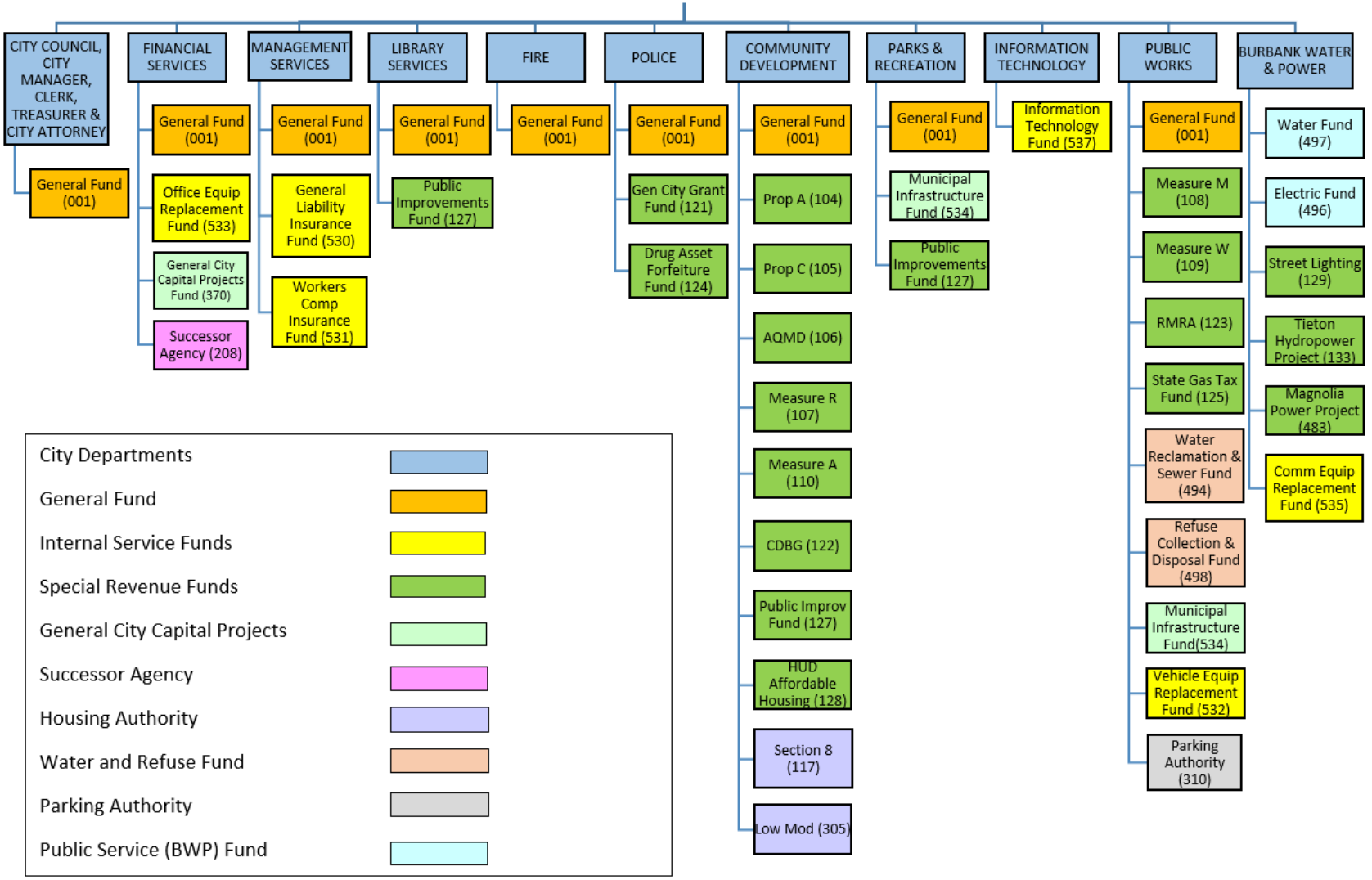
General Fund Appropriations $ 282,012,444




City of Burbank Fund Structure
Governmental Funds
Capital Projects Funds
• General City Projects Fund (370)
• Municipal Infrastructure Fund (534)
Special Revenue Funds
• Transportation Funds (Prop A-104, Prop C-105)
• Air Quality Management District (AQMD) Fund (106)
• Measure R Transportation Fund (107)
• Measure M Transportation Fund (108)
• Measure W Transportation Fund (109)
• Measure A Los Angeles County Affordable Housing Solutions Agency (LACAHSA) Fund (110)
• General City Grants Fund (121)
• Community Development Block Grants (CDBG) Fund (122)
• Road Maintenance and Rehabilitation (RMRA) Fund (123)
• Drug Asset Forfeiture Fund (124)
• State Gas Tax Fund (125)
• Public Improvements Fund (127)
• HUD Affordable Housing Fund (128)
• Street Lighting Fund (129)
• Tieton Hydropower Project Fund (133)
• Magnolia Power Project (MPP) Fund (483)
General Fund (001)
Special Revenue Funds
•Youth Endowment Services (YES) Fund (130)
• Community Service (BCSF) (131)
Succesor Agency (208)
Parking Authority Fund (310)
Debt Service Funds
•Successor Agency Debt Service Fund (208)
Housing Authority Funds
•Section 8 Voucher Program Fund (117)
•Low/Moderate Income Housing Fund (305)
Proprietary Funds
Enterprise Funds
• Water Reclamation and Sewer Fund (494)
• Electric and Water Funds (496, 497)
• Refuse Collection and Disposal Fund (498)
Internal Service Funds
• City Self Insurance Funds (530, 531)
• Vehicle Equipment Replacement Fund (532)
• Office Equipment Replacement Fund (533)
• Communications Equipment Replacement Fund (535)
• Information Technology Fund (537)
Fiduciary Funds
Agency Funds
•Special Assessment Fund (665)
•Deferred Compensation Fund (644)
Fund Appropriated in Fiscal Year 2026-27 Budget
Fund Not Appropriated in Fiscal Year 2026-27 Budget

CITY OF BURBANK

DEPARTMENT and FUND RELATIONSHIP



FY 2026-27 PROPOSED BUDGET BY FUND AND PRIOR YEAR APPROPRIATIONS/EXPENDITURES

FUND NO.	DEPARTMENT/FUND NAME	2021-22 ACTUAL	2022-23 ACTUAL	2023-24 ACTUAL	2024-25 ACTUAL	2025-26 ADOPTED	2026-27 PROPOSED
001	City Attorney	$ 4,300,189	$ 4,676,297	$ 5,954,702	$ 5,830,732	$ 6,608,627	$ 7,518,817
001	City Clerk	1,442,206	1,669,147	2,151,009	1,627,987	2,165,721	2,560,519
001	City Council	562,306	635,443	1,291,528	1,533,114	2,376,836	2,519,936
001	City Manager	2,388,498	2,597,218	4,506,503	2,968,783	3,919,919	4,415,223
001	City Treasurer	825,088	816,165	1,695,558	971,384	1,132,056	1,194,319
001	Community Development	12,819,189	13,829,295	17,507,657	18,930,694	21,083,834	21,997,894
001	Financial Services	5,153,434	5,747,302	10,337,865	6,808,785	8,120,041	8,779,597
001	Fire	40,255,182	43,821,432	52,769,892	55,892,785	53,541,498	58,726,719
001	Information Technology			3,823,614			
001	Library Services	7,622,413	8,016,117	9,175,694	10,103,618	11,349,217	11,882,037
001	Management Services	5,014,959	5,988,753	10,000,004	7,013,765	8,146,455	8,872,733
001	Parks and Recreation	25,406,580	28,705,761	33,043,799	35,360,358	38,237,198	40,590,463
001	Police	60,993,936	63,651,629	68,988,038	75,808,522	78,444,949	77,756,822
001	Public Works	15,988,630	17,330,442	21,572,585	19,816,539	20,901,331	22,716,900
001	Non-Departmental	15,822,386	21,563,918	14,584,711	15,995,419	19,340,219	12,480,464
	GENERAL FUND TOTAL BUDGET	**$ 198,594,996**	**$ 219,048,917**	**$ 257,403,157**	**$ 258,662,485**	**$ 275,367,901**	**$ 282,012,444**
370	General City Capital Projects	**$ 1,658,964**	**$ 2,325,411**	**$ 2,593,124**	**$ 5,093,586**	**$ 7,448,835**	**$ 8,713,000**
	SPECIAL REVENUE FUNDS						
104	Prop A Transportation	$ 2,237,397	$ 2,476,158	$ 2,790,263	$ 29,913,856	$ 3,039,267	$ 3,537,833
105	Prop C Transportation	2,375,596	1,599,198	3,025,862	4,196,759	3,883,978	3,718,484
106	Transportation (AQMD)	142,186	99,325	103,218	77,399	171,944	172,501
107	Measure R Transportation	417,512	2,210,795	718,335	691,555	979,946	1,222,746
108	Measure M Transportation	-	2,371,827	532,713	1,603,849	2,086,171	2,012,247
109	Measure W Transportation	108,660	139,062	294,523	287,014	649,602	1,654,373
110	Measure A LACAHSA						622,726
121	General City Grant Fund	393,494	410,486	400,726	598,728		700,000
122	Comm Dev Block Grants (CDBG)	1,065,750	371,745	345,974	470,090	1,072,998	1,069,143
123	Road Maintenance and Rehab (RMRA)	2,694,320	1,712,267	2,315,279	18,712	3,319,718	2,513,094
124	Drug Asset Forfeiture	28,415	34,725	41,005	4,200		170,000
125	State Gas Tax	2,270,668	2,498,781	2,546,136	2,555,430	2,696,630	3,658,560
127	Public Improvements	2,137,033	1,792,020	5,666,623	2,548,687	4,705,134	5,297,672
128	HUD Affordable Housing Fund	537,690	785,833	920,089	469,560	708,448	823,697
129	Street Lighting	2,757,210	2,456,844	2,362,064	3,351,363	5,168,335	4,199,266
130	Youth Endowment Services	25		20	75		
131	Community Service (BCSF)	25		20	75		
133	Tieton Hydropower Project	1,954,137	1,929,763	1,781,184	1,832,579	2,182,858	2,374,851
483	Magnolia Power Plant	20,363,544	23,296,418	24,942,953	30,214,513	30,062,957	32,351,110
		$ 39,483,662	**$ 44,185,246**	**$ 48,786,987**	**$ 78,834,444**	**$ 60,727,986**	**$ 66,098,302**
	INTERNAL SERVICE FUNDS						
530	General Liability Insurance	$ 9,162,310	$ 17,052,102	$ 12,673,059	$ 24,601,056	$ 16,110,067	$ 17,248,272
531	Workers' Comp Insurance	10,827,442	9,125,369	8,975,552	7,101,472	10,967,452	11,380,795
532	Vehicle Equipment Replacement	8,900,727	10,290,706	12,124,961	12,010,469	26,775,149	28,997,184
533	Office Equipment Replacement	711,849	658,610	676,313	985,175	913,106	2,955,450
534	Municipal Infrastructure	11,423,161	14,331,525	19,252,902	15,642,171	20,549,470	33,126,469
535	Communication Equip Replacement	3,473,898	4,558,851	4,797,871	4,425,061	6,641,658	6,686,778
537	Information Technology	10,682,888	12,976,003	14,408,718	19,220,599	18,613,750	20,407,418
		$ 55,182,276	**$ 68,993,164**	**$ 72,909,376**	**$ 83,986,003**	**$ 100,570,652**	**$ 120,802,366**
	ENTERPRISE FUNDS						
494	Water Reclamation and Sewer (PW)	$ 13,532,616	$ 16,048,653	$ 30,916,425	$ 20,159,630	$ 30,873,514	$ 28,199,961
496	Electric Fund (BWP)	197,113,282	278,093,880	242,558,309	245,035,606	415,425,825	358,751,186
497	Water Fund (BWP)	32,465,296	38,890,475	50,235,088	46,102,200	71,956,411	97,875,360
498	Refuse Collection and Disposal (PW)	18,243,409	23,218,343	23,295,351	23,821,954	31,654,328	30,101,967
		$ 261,354,602	**$ 356,251,350**	**$ 347,005,173**	**$ 335,119,390**	**$ 549,910,078**	**$ 514,928,474**

FY 2026-27 PROPOSED BUDGET BY FUND AND PRIOR YEAR APPROPRIATIONS/EXPENDITURES

FUND NO.	DEPARTMENT/FUND NAME	2021-22 ACTUAL	2022-23 ACTUAL	2023-24 ACTUAL	2024-25 ACTUAL	2025-26 ADOPTED	2026-27 PROPOSED
	SUCCESSOR AGENCY						
208	Administration/Debt Service	6,975,202	7,412,412	7,442,194	2,493,282	2,253,497	2,443,085
		$ 6,975,202	**$ 7,412,412**	**$ 7,442,194**	**$ 2,493,282**	**$ 2,253,497**	**$ 2,443,085**
	HOUSING AUTHORITY						
117	Housing Vouchers	$ 12,119,188	$ 13,212,305	$ 15,838,414	$ 17,796,533	$ 16,528,806	$ 16,376,879
305	Low/Moderate Income Housing	635,296	529,782	1,029,793	833,032	997,144	1,133,756
		$ 12,754,484	**$ 13,742,087**	**$ 16,868,207**	**$ 18,629,565**	**$ 17,525,950**	**$ 17,510,635**
	PARKING AUTHORITY						
310	Parking Authority	$ 558,398	$ 556,416	$ 603,202	$ 881,567	$ 1,475,486	$ 1,715,837
		$ 558,398	**$ 556,416**	**$ 603,202**	**$ 881,567**	**$ 1,475,486**	**$ 1,715,837**
	TOTAL CITY	**$ 576,562,582**	**$ 712,515,004**	**$ 753,611,421**	**$ 724,653,051**	**$ 1,015,280,383**	**$ 1,014,224,144**

FY 2026-27 BUDGET
BY DEPARTMENT AND COST CENTER

FUND/ COST CTR	DEPARTMENT/PROGRAM	Salaries & Benefits	Materials, Supplies & Services	Capital	Contrib to Other Funds	FY 2026-27
Fund 001	**General Fund**					
	CITY ATTORNEY	**$ 6,656,045**	**$ 862,773**	**-**	**- $**	**7,518,817**
CA01A	Departmental Services and Administration	3,233,162	667,270	-	-	3,900,432
CA02A	Litigation Division	2,046,587	113,048	-	-	2,159,635
CA03A	Prosecution Division	1,376,296	82,455	-	-	1,458,751
	CITY CLERK	**$ 1,694,666**	**$ 865,852**	**-**	**- $**	**2,560,519**
CC01A	Services Division	700,783	527,986	-	-	1,228,769
CC01B	Elections Division	185,799	180,940	-	-	366,739
CC01C	Legal Advertising Division	57,797	71,685	-	-	129,482
CC01D	Records Management Division	308,345	53,641	-	-	361,986
CC01E	Passport Services Division	441,942	31,600	-	-	473,542
	CITY COUNCIL	**$ 608,448**	**$ 1,911,488**	**-**	**- $**	**2,519,936**
CL01A	City Council	608,448	1,911,488	-	-	2,519,936
	CITY TREASURER	**$ 991,346**	**$ 202,973**	**-**	**- $**	**1,194,319**
CT01A	City Treasurer	991,346	202,973	-	-	1,194,319
	CITY MANAGER	**$ 3,598,627**	**$ 816,596**	**-**	**- $**	**4,415,223**
CM01A	Administrative Division	1,834,675	254,313	-	-	2,088,988
CM02A	Public Information Office	1,439,910	316,465	-	-	1,756,375
CM03A	Reprographics Services	324,043	245,818	-	-	569,860
	MANAGEMENT SERVICES	**$ 6,240,707**	**$ 2,632,026**	**-**	**- $**	**8,872,733**
MS01A	General Administration	933,863	784,072	-	-	1,717,935
MS01C	LiveScan	136,016	59,822	-	-	195,838
MS01E	Labor Relations	608,216	154,773	-	-	762,989
MS02C	Youth Employment	768,647	101,882	-	-	870,529
MS02D	Employment Services	1,502,678	758,992	-	-	2,261,670
MS02E	Employee Services	1,621,480	206,472	-	-	1,827,952
MS03A	Environmental Health and Safety	669,807	566,013	-	-	1,235,820
	FINANCIAL SERVICES	**$ 7,414,896**	**$ 1,364,701**	**-**	**- $**	**8,779,597**
FN01A	Administration and Accounting Services Division	4,045,317	851,848	-	-	4,897,165
FN02A	Fiscal Operations Division	1,561,550	348,310	-	-	1,909,860
FN03A	Procurement Services Division	1,808,029	164,543	-	-	1,972,572
	PARKS & RECREATION	**$ 21,925,911**	**$ 18,664,552**	**-**	**- $**	**40,590,463**
	Landscape & Forestry	**5,984,680**	**3,606,517**	**-**	**-**	**9,591,196**
PR21A	Facility Planning and Development Program	-	1,368,638	-	-	1,368,638
PR22A	Foresty Service Program	2,414,126	741,283	-	-	3,155,409
PR23A	Park Landscape Program	3,570,554	1,456,596	-	-	5,027,150
PR26A	Urban Reforestation Program	-	40,000	-	-	40,000
	P&R Administration	**3,204,836**	**6,243,402**	**-**	**-**	**9,448,238**
PR28A	Administration	3,204,836	1,602,929	-	-	4,807,765
PR27A	Golf Course	-	4,640,473	-	-	4,640,473
	Community Services	**6,116,950**	**3,688,189**	**-**	**-**	**9,805,139**
PR31D	Starlight Bowl	244,674	420,283	-	-	664,957

FY 2026-27 BUDGET
BY DEPARTMENT AND COST CENTER

FUND/ COST CTR	DEPARTMENT/PROGRAM	Salaries & Benefits	Materials, Supplies & Services	Capital	Contrib to Other Funds	FY 2026-27
PR31E	Stough Canyon Nature Center	412,464	92,042	-	-	504,506
PR31F	Youth Resource Program	-	278,254	-	-	278,254
PR31H	Ovrom Park Program	324,210	185,080	-	-	509,290
PR32D	Cultural Services Program	644,413	325,233	-	-	969,646
PR32E	Commercial and Special Events Program	13,953	205,093	-	-	219,046
PR41A	Burbank Volunteer Programs	226,975	243,372	-	-	470,347
PR42A	Supplemental Nutrition Program	136,785	909,525	-	-	1,046,310
PR42B	Congregate Meals	753,307	-	-	-	753,307
PR42C	Home Delivery	614,994	-	-	-	614,994
PR43A	Information and Assistance Program	-	1,478	-	-	1,478
PR45A	Senior Recreation Program	522,736	286,987	-	-	809,723
PR46A	Human Services Program	58,146	34,374	-	-	92,520
PR47A	Animal Shelter	2,164,293	706,468	-	-	2,870,761
	Recreation Services	**6,619,446**	**5,126,444**	**-**	**-**	**11,745,889**
PR31A	McCambridge Park Program	210,100	2,173,138	-	-	2,383,238
PR31B	Verdugo Park Program	536,268	390,921	-	-	927,189
PR31C	Olive Recreation Center Program	1,477,480	558,060	-	-	2,035,540
PR32A	Daycamp and Afterschool Program	1,662,403	381,341	-	-	2,043,744
PR32B	Organized Sports Program	1,430,716	1,031,582	-	-	2,462,298
PR32C	Aquatics Program	1,302,478	354,301	-	-	1,656,779
PR32F	Athletic Leagues	-	237,101	-	-	237,101
	LIBRARY	**$ 8,608,025**	**$ 3,274,012**	**-**	**- $**	**11,882,037**
LB01A	Administration and Technical Services	1,868,022	1,776,673	-	-	3,644,695
LB02A	Public Services Division	6,740,004	1,497,339	-	-	8,237,343
	COMMUNITY DEVELOPMENT	**$ 15,182,363**	**$ 6,815,531**	**-**	**- $**	**21,997,894**
	CD Administration	**811,612**	**595,414**	**-**	**-**	**1,407,026**
CD11A	Administration	811,612	595,414	-	-	1,407,026
	Economic Development & Housing	**2,871,203**	**2,901,441**	**-**	**-**	**5,772,644**
CD23A	Affordable Housing Section	1,150,316	2,107,979	-	-	3,258,295
CD23B	Economic Development Section	1,176,680	607,332	-	-	1,784,011
CD23C	Real Estate Section	544,207	186,131	-	-	730,338
	Planning	**4,277,174**	**1,256,563**	**-**	**-**	**5,533,736**
CD31A	Planning Division	4,277,174	1,256,563	-	-	5,533,736
	Transportation	**1,059,639**	**333,350**	**-**	**-**	**1,392,988**
CD32A	Transportation Division	1,059,639	333,350	-	-	1,392,988
	Building Division	**6,162,560**	**1,728,763**	**-**	**-**	**7,891,323**
CD42A	Building and Safety Division	6,162,560	1,728,763	-	-	7,891,323
	PUBLIC WORKS	**$ 14,681,787**	**$ 8,035,113**	**-**	**- $**	**22,716,900**
	PW Administration	**1,816,623**	**436,469**	**-**	**-**	**2,253,092**
PW11A	Administration	1,816,623	436,469	-	-	2,253,092
	Engineering Design & Construction	**6,354,053**	**1,764,778**	**-**	**-**	**8,118,831**
PW21A	CIP and Inspection Section	1,817,841	391,726	-	-	2,209,567
PW21B	Land Development and Permits Section	1,219,380	353,902	-	-	1,573,282
PW22A	Traffic Section	1,010,205	255,871	-	-	1,266,077
PW22B	Signs and Painting Section	778,908	231,302	-	-	1,010,210
PW22D	Traffic Signal Maintenance	903,622	388,382	-	-	1,292,004
PW22H	Traffic Management Center	624,097	143,595	-	-	767,692
	Street and Sanitation	**1,311,855**	**3,538,461**	**-**	**-**	**4,850,316**
PW32A	Roadway and Parkway Maintenance Section	1,187,106	3,458,867	-	-	4,645,973

FY 2026-27 BUDGET
BY DEPARTMENT AND COST CENTER

FUND/ COST CTR	DEPARTMENT/PROGRAM	Salaries & Benefits	Materials, Supplies & Services	Capital	Contrib to Other Funds	FY 2026-27
PW32B	Weed Abatement Section	37,476	33,550	-	-	71,026
PW32D	Flood Control Section	87,273	46,044	-	-	133,317
	Fleet & Building Maintenance	**4,209,662**	**2,007,756**	**-**	**-**	**6,217,419**
PW33A	Facilities Maintenance Section	2,318,325	1,188,012	-	-	3,506,338
PW33B	Custodial Services Section	1,891,337	819,744	-	-	2,711,081
	Field Services - Administration	**989,594**	**278,102**	**-**	**-**	**1,267,696**
PW35A	Field Services Administration	989,594	278,102	-	-	1,267,696
	FIRE	**$ 47,702,397**	**$ 9,031,398**	**$ 1,992,925**	**-**	**$ 58,726,719**
FD01A	Fire and Life Safety	3,030,231	2,955,571	-	-	5,985,801
FD01B	Hazardous Materials Program	424,877	33,064	-	-	457,941
FD02A	Fire Suppression	22,707,720	4,147,131	-	-	26,854,851
FD03A	Emergency Medical Services	17,259,040	1,283,748	-	-	18,542,788
FD04A	Emergency Management	255,151	154,484	-	-	409,635
FD05A	Fire Apparatus and Equipment	342,434	44,871	1,992,925	-	2,380,230
FD06A	Training and Safety	1,165,390	142,467	-	-	1,307,857
FD07A	Administration Division	2,517,553	270,062	-	-	2,787,615
	POLICE	**$ 62,510,765**	**$ 15,246,057**	**-**	**-**	**$ 77,756,822**
PD05A	PD05A - Parking Enforcement	1,121,996	294,053	-	-	1,416,049
PD06C	PD06C - Communication Center	3,180,962	128,075	-	-	3,309,037
PD08A	PD08A - Air Support Unit	658,083	874,719	-	-	1,532,802
PD09A	PD09A - Jail Operations	1,712,587	419,441	-	-	2,132,028
PD01A-H	Patrol Division	31,503,764	8,593,859	-	-	40,097,623
PD02A-D	Investigation Division	13,602,963	1,115,833	-	-	14,718,796
PD03A-E	Administrative Services	7,467,497	3,581,818	-	-	11,049,315
PD07A-E	Support Services Division	3,262,912	238,259	-	-	3,501,171
ND01A	**NON-DEPARTMENTAL**	**$ 5,243,214**	**$ 613,547**	**-**	**$ 6,623,703**	**$ 12,480,464**
	TOTAL GENERAL FUND	$ 203,059,198	$ 70,336,618	$ 1,992,925	$ 6,623,703	$ 282,012,444
	CAPITAL PROJECTS FUNDS					
370	**General City Capital Project Fund**	**-**	**-**	**$ 8,713,000**	**-**	**$ 8,713,000**
CD33A	Public Improvements - Transportation	-	-	897,000	-	897,000
PR21A	Facility Planning and Development Program	-	-	5,816,000	-	5,816,000
PW22A	Traffic Section	-	-	2,000,000	-	2,000,000
	CAPITAL PROJECTS FUNDS	**-**	**-**	**$ 8,713,000**	**-**	**$ 8,713,000**
	SPECIAL REVENUE FUNDS					
104	**Prop A Transportation Fund**	**$ 1,787,029**	**$ 1,438,723**	**-**	**$ 312,081**	**$ 3,537,833**
CD32B	BurbankBus	-	884,502	-	312,081	1,196,583
CD33A	Public Improvements - Transportation	1,787,029	554,221	-	-	2,341,250
105	**Prop C Transportation Fund**	**$ 456,817**	**$ 3,261,667**	**-**	**-**	**$ 3,718,484**
CD32B	BurbankBus	-	3,094,167	-	-	3,094,167
CD33A	Public Improvements - Transportation	456,817	167,500	-	-	624,317

FY 2026-27 BUDGET
BY DEPARTMENT AND COST CENTER

FUND/ COST CTR	DEPARTMENT/PROGRAM	Salaries & Benefits	Materials, Supplies & Services	Capital	Contrib to Other Funds	FY 2026-27
106	**AQMD Transportation Fund**	**$ 150,261**	**$ 22,240**	**-**	**- $**	**172,501**
CD33A	Public Improvements - Transportation	150,261	22,240	-	-	172,501
107	**Measure R Transportation Fund**	**$ 87,721**	**$ 835,025**	**$ 300,000**	**- $**	**1,222,746**
CD33A	Public Improvements - Transportation	87,721	835,025	300,000	-	1,222,746
108	**Measure M Transportation Fund**	**-**	**$ 12,247**	**$ 2,000,000**	**- $**	**2,012,247**
PW21A	CIP and Inspection Section	-	12,247	2,000,000	-	2,012,247
109	**Measure W Stormwater Fund**	**$ 193,142**	**$ 461,231**	**$ 1,000,000**	**- $**	**1,654,373**
PW23A	Sewer Engineering & Design	193,142	461,231	1,000,000	-	1,654,373
110	**Measure A LACAHSA**	**$ 317,726**	**$ 305,000**	**-**	**- $**	**622,726**
CD25D	Grants - PPO	137,621	30,000	-	-	167,621
CD25E	Grants - RPHP/TA	180,105	275,000	-	-	455,105
121	**General City Grant Fund**	**-**	**-**	**$ 700,000**	**- $**	**700,000**
PD03A	Administrative Services Division	-	-	700,000	-	700,000
122	**Community Development Block Grants Fund**	**$ 91,757**	**$ 977,387**	**-**	**- $**	**1,069,143**
CD25A	Grants	91,757	977,387	-	-	1,069,143
123	**Road Maintenance and Rehabilitation Fund**	**-**	**$ 13,094**	**$ 2,500,000**	**- $**	**2,513,094**
PW21A	CIP and Inspection Section	-	13,094	2,500,000	-	2,513,094
124	**Drug Asset Forfeiture Fund**	**-**	**$ 170,000**	**-**	**- $**	**170,000**
PD91C	Grants-State	-	170,000	-	-	170,000
125	**State Gas Tax Fund**	**$ 2,499,756**	**$ 358,804**	**$ 800,000**	**- $**	**3,658,560**
PW21A	CIP and Inspection Section	645,738	85,415	800,000	-	1,531,153
PW21E	Select Streets	-	120,389	-	-	120,389
PW22A	Traffic Section	401,460	153,000	-	-	554,460
PW32A	Roadway and Parkway Maintenance Section	1,452,557	-	-	-	1,452,557
127	**Public Improvements Fund**	**$ 244,683**	**$ 985,762**	**$ 4,067,227**	**- $**	**5,297,672**
CD33A	Public Improvements - Transportation	244,683	985,762	2,814,037	-	4,044,482
FD07A	Administration Division	-	-	50,000	-	50,000
LB01A	Administration and Technical Services	-	-	1,203,190	-	1,203,190
128	**HUD Affordable Housing Fund**	**$ 34,098**	**$ 789,599**	**-**	**- $**	**823,697**
CD25A	Grants	34,098	47,633	-	-	81,731
CD25C	Grants - PSH	-	741,966	-	-	741,966
129	**Street Lighting Fund**	**$ 887,340**	**$ 1,229,026**	**$ 2,082,900**	**- $**	**4,199,266**
PS61A	Street Lighting O&M	887,340	1,229,026	-	-	2,116,366
PS61B	Street Lighting Capital	-	-	2,082,900	-	2,082,900
133	**Tieton Hydropower Project**	**-**	**$ 2,318,872**	**$ 55,979**	**- $**	**2,374,851**
PS22T	Tieton Hydro Plant	-	2,318,872	55,979	-	2,374,851
483	**Magnolia Power Project**	**$ 17,414,863**	**$ 14,512,527**	**$ 423,720**	**- $**	**32,351,110**
PS12M	Magnolia Power Project	17,414,863	14,512,527	423,720	-	32,351,110
	SPECIAL REVENUE FUNDS	**$ 24,165,192**	**$ 27,691,204**	**$ 13,929,826**	**$ 312,081 $**	**66,098,302**
INTERNAL SERVICE FUNDS						
530	**General Liability Insurance Fund**	**$ 749,101**	**$ 16,499,171**	**-**	**- $**	**17,248,272**
MS04A	Risk Management	749,101	16,499,171	-	-	17,248,272

FY 2026-27 BUDGET
BY DEPARTMENT AND COST CENTER

FUND/ COST CTR	DEPARTMENT/PROGRAM	Salaries & Benefits	Materials, Supplies & Services	Capital	Contrib to Other Funds	FY 2026-27
531	**Workers Compensation Insurance Fund**	**$ 1,195,561**	**$ 10,185,234**	**-**	**-**	**$ 11,380,795**
MS04A	Risk Management	1,195,561	10,185,234	-	-	11,380,795
532	**Vehicle Equipment Replacement Fund**	**$ 2,183,349**	**$ 9,765,895**	**$ 17,047,940**	**-**	**$ 28,997,184**
CD32B	BurbankBus	-	798,132	-	-	798,132
CD42A	Building and Safety Division	-	26,124	-	-	26,124
CM01A	Administrative Division	-	10,608	-	-	10,608
FD01A	Fire and Life Safety	-	31,404	-	-	31,404
FD02A	Fire Suppression	-	336,423	-	-	336,423
FD03A	Emergency Medical Services	-	75,264	-	-	75,264
FD04A	Emergency Management	-	12,204	-	-	12,204
FD05A	Fire Apparatus and Equipment	-	350,000	-	-	350,000
MS01A	General Administration	-	4,116	-	-	4,116
MS02D	Employment Services	-	2,832	-	-	2,832
PD05A	Parking Enforcement	-	28,620	-	-	28,620
PD08A	Air Support Unit	-	174,168	-	-	174,168
PD01A	Patrol Division	-	474,432	-	-	474,432
PD02A	Investigation Division	-	35,724	-	-	35,724
PD02G	Investigation-Vice/Narcotics	-	8,856	-	-	8,856
PD03A	Administrative Services Division	-	42,072	-	-	42,072
PR21A	Facility Planning and Development Program	-	40,860	-	-	40,860
PR22A	Foresty Service Program	-	100,969	-	-	100,969
PR23A	Park Landscape Program	-	37,152	-	-	37,152
PR31B	Verdugo Park Program	-	2,856	-	-	2,856
PR32B	Organized Sports Program	-	5,436	-	-	5,436
PR32F	Athletic Leagues	-	8,616	-	-	8,616
PR42A	Supplemental Nutrition Program	-	2,856	-	-	2,856
PR47A	Animal Shelter	-	10,932	-	-	10,932
PW21A	CIP and Inspection Section	-	9,952	-	-	9,952
PW22B	Signs and Painting Section	-	30,660	-	-	30,660
PW22D	Traffic Signal Maintenance	-	40,404	-	-	40,404
PW23A	Sewer Engineering & Design	-	49,392	-	-	49,392
PW23D	Sewer Maintenance	-	2,976	-	-	2,976
PW32A	Roadway and Parkway Maintenance Section	-	139,980	-	-	139,980
PW32C	Street Sweeping	-	305,220	-	-	305,220
PW33A	Facilities Maintenance Section	-	12,833	100,000	-	112,833
PW33B	Custodial Services Section	-	8,112	-	-	8,112
PW34A	Equipment Maintenance	2,183,349	6,538,119	16,947,940	-	25,669,408
PW35A	Field Services Administration	-	7,591	-	-	7,591
533	**Office Equipment Replacement Fund**	**-**	**$ 1,704,798**	**$ 1,250,652**	**-**	**$ 2,955,450**
CC01A	Services Division	-	2,293	-	-	2,293
CD11A	Administration	-	9,141	-	-	9,141
CT01A	City Treasurer	-	750	-	-	750
FD02A	Fire Suppression	-	502,921	461,920	-	964,841
FD03A	Emergency Medical Services	-	199,596	-	-	199,596
FD04A	Emergency Management	-	5,208	-	-	5,208
FD06A	Training and Safety	-	1,980	-	-	1,980
FD07A	Administration Division	-	57,890	-	-	57,890
LB01A	Administration and Technical Services	-	15,378	-	-	15,378
MS02D	Employment Services	-	3,720	-	-	3,720
ND01A	Non-Departmental	-	725,897	-	-	725,897
PD04A	Animal Shelter	-	2,856	-	-	2,856
PD09A	Jail Operations	-	11,160	-	-	11,160
PD01A	Patrol Division	-	37,308	216,466	-	253,774
PD02A	Investigation Division	-	17,448	-	-	17,448

FY 2026-27 BUDGET
BY DEPARTMENT AND COST CENTER

FUND/ COST CTR	DEPARTMENT/PROGRAM	Salaries & Benefits	Materials, Supplies & Services	Capital	Contrib to Other Funds	FY 2026-27
PD03A	Administrative Services Division	-	61,245	572,266	-	633,511
PR28A	Administration	-	33,757	-	-	33,757
PW11A	Administration	-	8,738	-	-	8,738
PW33A	Facilities Maintenance Section	-	7,512	-	-	7,512
534	**Municipal Infrastructure Fund**	**-**	**$ 5,925,329**	**$ 27,201,140**	**-**	**$ 33,126,469**
CD23A	Affordable Housing Section	-	68,006	-	-	68,006
PR21A	Facility Planning and Development Program	-	1,391,295	12,331,140	-	13,722,435
PW21A	CIP and Inspection Section	-	50,035	-	-	50,035
PW22A	Traffic Section	-	440,013	-	-	440,013
PW32A	Roadway and Parkway Maintenance Section	-	249,382	-	-	249,382
PW33A	Facilities Maintenance Section	-	3,726,598	14,650,000	-	18,376,598
PW34A	Equipment Maintenance	-	-	220,000	-	220,000
535	**Communications Equipment Replacement Fund**	**$ 1,687,384**	**$ 2,911,394**	**$ 2,088,000**	**-**	**$ 6,686,778**
MS04A	Risk Management	-	151,621	-	-	151,621
PS71A	Telephones	(427,991)	1,409,448	25,000	-	1,006,457
PS71B	Telephone Capital	-	158,232	350,000	-	508,232
PS72A	Radios	2,115,375	913,347	25,000	-	3,053,722
PS72B	Radio Capital	-	278,746	1,688,000	-	1,966,746
537	**Information Technology Fund**	**$ 7,957,839**	**$ 12,149,623**	**$ 299,956**	**-**	**$ 20,407,418**
CA03A	Prosecution Division	-	9,950	-	-	9,950
CD41A	Building-Permits	-	44,594	-	-	44,594
CM02A	Public Information Office	-	858	-	-	858
FD03A	Emergency Medical Services	-	516	-	-	516
IT01A	IT Administration	1,915,558	1,924,856	-	-	3,840,413
IT02A	Technology, Infrastructure, Data and DevOps	3,292,665	5,659,941	299,956	-	9,252,562
IT03A	Geographic Information System	211,550	236,500	-	-	448,050
IT04A	Application Services	1,266,144	2,139,478	-	-	3,405,622
IT04B	Enterprise Resource Planning	1,271,922	2,098,148	-	-	3,370,070
PD01A	Patrol Division	-	16,632	-	-	16,632
PD03A	Administrative Services Division	-	13,374	-	-	13,374
PR31C	Olive Recreation Center Program	-	4,776	-	-	4,776
	Fund Alternate Hierarchies	**$ 13,773,234**	**$ 59,141,444**	**$ 47,887,688**	**-**	**$ 120,802,367**
ENTERPRISE FUNDS						
494	**Water Reclamation and Sewer Fund**	**$ 2,760,122**	**$ 19,042,439**	**$ 6,397,400**	**-**	**$ 28,199,961**
PW23A	Sewer Engineering & Design	884,372	1,468,043	-	-	2,352,415
PW23B	Industrial Waste & Inspection	318,211	1,834,050	-	-	2,152,261
PW23C	Plant Operations & Maintenance	237,343	13,967,769	6,242,400	-	20,447,512
PW23D	Sewer Maintenance	1,320,196	1,772,577	155,000	-	3,247,773
496	**Electric Fund**	**$ 60,605,161**	**$ 229,373,701**	**$ 68,772,325**	**-**	**$ 358,751,186**
PS11A	ECAC	-	125,695,887	-	-	125,695,887
PS12A	Local Generation	11,908,896	(8,284,921)	3,016,637	-	6,640,612
PS12E	ECC	5,992,824	1,320,786	225,000	-	7,538,610
PS12W	Wholesale Power	-	16,000,000	-	-	16,000,000
PS12Z	Power Systems Admin	7,152,178	13,515,982	4,991,637	-	25,659,796
PS22B	Transmission-Operations	-	16,288,797	300,000	-	16,588,797
PS31A	Electrical Equipment	2,964,290	(20,690)	900,000	-	3,843,599
PS31B	Electrical Distribution	1,938,873	2,709,487	4,146,000	-	8,794,360
PS31D	Electrical Services Admin	326,452	18,576,627	-	-	18,903,080
PS31E	Electrical Engineering	4,807,362	902,465	50,705,000	-	56,414,827

FY 2026-27 BUDGET
BY DEPARTMENT AND COST CENTER

FUND/ COST CTR	DEPARTMENT/PROGRAM	Salaries & Benefits	Materials, Supplies & Services	Capital	Contrib to Other Funds	FY 2026-27
PS31T	Electrical Testing	2,529,566	324,088	175,000	-	3,028,654
PS41A	Admin-General Manager	2,168,699	1,043,240	-	-	3,211,940
PS41B	Admin-Finance	3,509,794	20,116,863	-	-	23,626,656
PS42A	Customer Service Admin	4,342,886	2,567,474	43,750	-	6,954,109
PS43A	Fleet Admin	1,353,097	(1,353,097)	-	-	0
PS43B	Field Services-Warehouse 2	917,772	(917,772)	-	-	0
PS43C	Security	1,160,663	1,125,636	354,000	-	2,640,299
PS43D	General Construction	1,737,968	3,476,675	2,912,801	-	8,127,445
PS43X	Safety	1,312,697	(1,315,272)	-	-	(2,575)
PS44B	Marketing and Public Benefits-Public Benefits	1,187,356	8,933,848	-	-	10,121,204
PS44L	LCFS Programs	203,839	1,334,022	-	-	1,537,861
PS44M	Marketing and Public Benefits-Marketing	1,390,921	107,089	82,500	-	1,580,510
PS45A	Operational Technology	886,814	1,475,587	420,000	-	2,782,401
PS45B	BWP IT Applications	1,625,735	3,830,710	-	-	5,456,446
PS81A	Telecom-Maintenance	1,186,476	1,920,190	500,000	-	3,606,666
497	**Water Fund**	**$ 11,571,408**	**$ 39,404,092**	**$ 46,899,860**	**- $**	**97,875,360**
PS44A	Marketing and Public Benefits-Conservation	314,772	654,960	-	-	969,732
PS51A	Water Maintenance and Construction	2,823,318	1,168,774	1,300,000	-	5,292,092
PS51B	Water Production	2,814,341	18,811,243	-	-	21,625,583
PS51D	Water Engineering and Planning	4,950,717	16,899,764	45,155,359	-	67,005,841
PS52B	Recycled Water	668,260	1,869,351	444,501	-	2,982,112
498	**Refuse Collection and Disposal Fund**	**$ 10,598,071**	**$ 16,053,896**	**$ 3,450,000**	**- $**	**30,101,967**
PW31A	Refuse Collection	7,157,997	8,086,396	3,450,000	-	18,694,394
PW31B	Refuse Disposal	1,144,568	3,111,675	-	-	4,256,243
PW31C	Recycling	1,468,927	3,724,968	-	-	5,193,895
PW32C	Street Sweeping	826,579	1,130,856	-	-	1,957,435
	ENTERPRISE FUNDS	**$ 85,534,762**	**$ 303,874,126**	**$ 125,519,585**	**- $**	**514,928,474**
SUCCESSOR AGENCY FUND						
208	**Successor Agency Administration Fund**	**-**	**$ 2,443,085**	**-**	**- $**	**2,443,085**
CD27A	Administration	-	537,791	-	-	537,791
CD28E	Debt Service - Successor Agency	-	1,905,294	-	-	1,905,294
	SUCCESSOR AGENCY FUND	**-**	**$ 2,443,085**	**-**	**- $**	**2,443,085**
HOUSING AUTHORITY						
117	**Section 8 Voucher Program Fund**	**$ 1,130,775**	**$ 15,246,104**	**-**	**- $**	**16,376,879**
CD23A	Affordable Housing Section	222,174	-	-	-	222,174
CD26A	Section 8 Voucher Program	908,601	15,246,104	-	-	16,154,705
305	**Low and Moderate Income Housing Fund**	**$ 475,782**	**$ 657,974**	**-**	**- $**	**1,133,756**
CD23A	Affordable Housing Section	475,782	657,974	-	-	1,133,756
	HOUSING AUTHORITY	**$ 1,606,558**	**$ 15,904,078**	**-**	**- $**	**17,510,635**

FY 2026-27 BUDGET
BY DEPARTMENT AND COST CENTER

FUND/ COST CTR	DEPARTMENT/PROGRAM	Salaries & Benefits	Materials, Supplies & Services	Capital	Contrib to Other Funds	FY 2026-27
PARKING AUTHORITY FUNDS						
310	**Parking Authority Fund**	**$ 99,378**	**$ 1,616,459**	**-**	**- $**	**1,715,837**
CD32A	Transportation Division	-	1,216,459	-	-	1,216,459
CD32C	Parking Management	99,378	400,000	-	-	499,378
	PARKING AUTHORITY FUNDS	**$ 99,378**	**$ 1,616,459**	**-**	**- $**	**1,715,837**
	TOTAL CITY	**$ 328,238,321**	**$ 481,007,014**	**$ 198,043,024**	**$ 6,935,784**	**$ 1,014,224,144**

BONDED DEBT SERVICE REQUIREMENTS
Estimated Payments - All Funds
FY 2026-2027 - FY 2052-2053

Issue Date	Description	Final Maturity Date	Total Outstanding Principal	Total Outstanding Interest	Total Outstanding
Burbank Water and Power: Funds 496, 497					
2021	Water Revenue Refunding Bonds	6/1/2051	22,000,000	12,888,450	34,888,450
2023	Electric Revenue Bonds	6/1/2053	117,945,000	99,525,250	217,470,250
2024	Water Revenue Refunding Bonds	6/1/2040	21,540,000	8,924,500	30,464,500
2024	Electric Revenue Refunding Bonds	6/1/2040	41,970,000	17,187,500	59,157,500
	Total Burbank Water and Power:		203,455,000	138,525,700	341,980,700
Water Reclamation and Sewer: Fund 494					
2014	Wastewater Treatment Revenue Bonds	6/1/2033	1,155,000	141,037	1,296,037
	Total Water Reclamation and Sewer Fund:		1,155,000	141,037	1,296,037
Successor Agency (former Redevelopment Agency): Funds 208					
2015	Successor Agency Tax Alloc Refunding	12/1/2033	2,010,000	252,603	2,262,603
2017	Successor Agency Tax Alloc Refunding	12/1/2043	19,215,000	6,415,538	25,630,538
	Total Successor Agency Funds:		21,225,000	6,668,141	27,893,141
TOTAL DEBT SERVICE FOR ALL FUNDS:			**$ 225,835,000**	**$ 145,334,878**	**$371,169,878**

BONDED DEBT SERVICE REQUIREMENTS
Estimated Payments - All Funds
FY 2026-27

Issue Date	Description	Average Interest Rate	Final Maturity Date	Principal	Interest	Total
Burbank Water and Power: Funds 496, 497						
2021	Water Revenue Refunding Bonds	5.00%	6/1/2051	560,000	920,450	1,480,450
2023	Electric Revenue Bonds	5.00%	6/1/2053	2,160,000	5,897,250	8,057,250
2024	Water Revenue Refunding Bonds	5.00%	6/1/2040	1,100,000	1,077,000	2,177,000
2024	Electric Revenue Refunding Bonds	5.00%	6/1/2040	2,185,000	2,098,500	4,283,500
	Total Burbank Water and Power:			6,005,000	9,993,200	15,998,200
Water Reclamation and Sewer: Fund 494						
2014	Wastewater Treatment Revenue Bonds	2.04%	6/1/2033	155,000	33,875	188,875
	Total Water Reclamation and Sewer Fund:			155,000	33,875	188,875
Successor Agency: Fund 208						
2015	Successor Agency Tax Alloc Refunding	5.00%	12/1/2033	405,000	61,569	466,569
2017	Successor Agency Tax Alloc Refunding	5.00%	12/1/2043	755,000	670,725	1,425,725
	Total Successor Agency Funds:			1,160,000	732,294	1,892,294
TOTAL DEBT SERVICE FOR ALL FUNDS:				**$ 7,320,000**	**$ 10,759,369**	**$ 18,079,369**

GENERAL FUND SUMMARY OF RESERVES AND BALANCES[1] as of June 30, 2025

Reserve Account	Description	Amount
15% Working Capital	Per the City Council's adopted financial policies, we maintain a designated General Fund working capital reserve equivalent to 15% of the General Fund's operating budget.	$ 39,441,065
5% Emergency Contingency	Per the City Council's adopted financial policies, we maintain a designated General Fund designated emergency reserve equivalent to 5% of the General Fund's operating budget.	13,147,022
Budget Stabilization	5% of the General Fund's operating budget.	13,147,022
Compensated Absences	Per CIty Council Policy, these funds are set aside to cover the annual cost of employee leave cash-outs upon separation from the City. The City's policy is to reserve 25% of the total General Fund payout liability.	4,026,625
Art in Public Places	Per the Art in Public Places ordinance, this account was established for the purpose of collecting fees paid in lieu of developers committing their minimum allocation to an on-site art project. Such funds shall be used for financing art projects located at public buildings or on public grounds as recommended by the Art in Public Places Committee and approved by the City Council.	767,065
Inmate Telephone	Revenues received from the phone company from payphones in the City's jail. These funds are designated by law for use in inmate care.	135,888
PEG Fees	Fees paid by cable providers that are restricted for capital and supplies in support of Public, Educational, and Governmental access (PEG) channels.	1,364,957
Park Development	Per the Burbank Municipal Code, this account was established for the purpose of collecting fees paid by developers to address impacts on existing parks/park facilities. Such funds shall be used for financing park development and/or park capital improvement projects. Fee is assessed at $150 per bedroom.	154,956
Performing Arts	Established in FY 2005-06 for the purpose of utilizing interest earned to fund the Perform Arts Grant Program. The Perform Arts Grant Program was implemented in 1993 to foster, develop, and assist with funding the performing arts in Burbank, but was eliminated in FY 2004-05.	90,211
Tennis Center CIP	Per Agreement, Tennis Center Operator pays City $500 per month specifically identified as funding for Tennis Center Capital Improvements.	33,961
Burbank Athletic Federation (BAF)	Revenues received from athletic fees to fund improvements to the City's sports facilities.	321,296
General Plan Fee	In FY 2014-15, the General Plan fee was adopted as part of Article III, Section 4 of the Citywide Fee schedule to set aside funds for future updates of the City's General Plan. The fee is based on 10% of building and planning permit valuation.	2,452,421
Youth Endowment	General fund unrestricted dollars set aside by the City Council to fund youth programs.	14,332
Other Restricted/Assigned Accounts	Changes to Imprest, Continuing Appropriations, Encumbrances, GASB 31, Inventories and Prepaids.	27,293,953
	TOTAL GENERAL FUND RESERVES AND BALANCES:	**$102,390,774**

Special Accounts	Description	Amount
Section 115 Trust	Balance of the City of Burbank's Section 115 Trust with CalPERS, which can be used for future employee pension costs.	35,386,505
Golf and Arbiter	Bank accounts utilized to manage contract operations of the DeBell Golf Course, and payments for organized sports program officials.	926,828

1 All of the figures contained in this table represent staff's estimates as of June 30, 2026. The actual figures will likely vary, and will be known officially when the FY 2025-26 Annual Comprehensive Financial Report (ACFR) is completed in December 2026.

COMPARATIVE STAFF-YEARS AUTHORIZED
FY 2024-25 through FY 2026-27

DESCRIPTION	FY 2024-25	FY 2025-26	FY 2026-27	CHANGE FROM PRIOR YEAR
City Council	2.000	2.000	2.000	
City Clerk	10.475	11.000	11.000	
City Treasurer	5.000	5.000	5.000	
City Attorney	24.000	24.000	24.000	
City Manager	13.000	16.500	17.500	1.000
Management Services	48.997	45.997	45.997	
Financial Services	40.000	40.000	41.000	1.000
Parks & Recreation				
Administration Division	18.000	17.750	16.750	(1.000)
Landscape and Forestry Services	49.000	49.000	49.000	
Recreation Services Division	74.010	75.320	77.685	2.365
Community Services Division	53.614	53.414	51.902	(1.512)
Library Services	66.288	66.638	66.650	0.012
Community Development				
Administration Division	3.000	3.000	3.000	
Building Division	35.000	35.000	35.000	
Economic Development & Real Estate	8.700	8.700	8.700	
Housing and Homelessness Services Division	5.110	7.110	7.110	
Planning Division	23.000	23.000	23.000	
Transportation Division	5.620	6.120	6.130	0.010
Public Works				
Administration	9.785	9.785	8.785	(1.000)
Engineering, Design & Construction	33.800	33.800	35.075	1.275
Field Services Administration	5.050	5.050	5.050	
Streets and Waste Management	10.150	10.150	10.150	
Fleet and Building Maintenance	34.940	34.940	34.940	
Fire	144.000	144.000	144.000	
Police	265.780	265.780	256.780	(9.000)
TOTAL GENERAL FUND	**988.319**	**984.354**	**986.204**	**1.850**
Fund 104 - Prop A Transportation	15.088	15.080	15.080	
Fund 105 - Prop C Transportation	2.175	2.170	2.170	
Fund 106 - AQMD Transportation	0.280	0.280	0.280	
Fund 107 - Measure R Transportation	0.340	0.340	0.340	
Fund 109 - Measure W Stormwater	1.000	1.000	1.000	
Fund 110 - Measure A LACASHA			2.230	2.230
Fund 117 - Housing and Grants	6.800	6.300	6.300	
Fund 122 - CDBG	0.710	0.710	0.710	
Fund 125 - State Gas Tax Fund	16.000	16.000	14.925	(1.075)
Fund 127 - Public Improvements Fund	1.080	1.080	1.080	
Fund 128 - HUD Home Program	0.430	0.430	0.200	(0.230)
Fund 305 - Low & Moderate Housing	2.950	2.450	2.450	
Fund 310 - Parking Management		0.500	0.500	
Fund 530 - General Liability Insurance Fund	4.000	4.500	4.500	
Fund 531 - Workers Comp. Insurance Fund	6.500	7.000	7.000	
Fund 532 - Vehicle Equipment Replacement	13.650	13.650	13.650	
Fund 535 - Communication Equipment	6.000	6.000	6.000	
Fund 537 - Information Technology Fund	33.000	35.000	35.000	
Fund 496 - BWP Electric	300.000	319.000	332.000	13.000
Fund 497 - BWP Water	54.000	52.000	54.000	2.000
Fund 494 - Water Reclamation and Sewer	14.897	14.897	14.800	(0.097)
Fund 498 - Refuse Collection and Disposal	68.470	72.728	72.625	(0.103)
TOTAL ALL FUNDS	**1,535.689**	**1,555.469**	**1,573.044**	**17.575**

City of Burbank Financial Policies

1. We will maintain a designated General Fund working capital reserve equivalent to 15 percent of the General Fund's operating budget, a designated emergency reserve equivalent to 5 percent of the General Fund's operating budget, and a budget stabilization reserve equivalent to up to 5 percent of the General Fund's operating budget.

2. We will maintain a balanced operating budget for all governmental funds with recurring revenues equal to or greater than recurring expenditures. Appropriations of available fund balance will only be permitted for "one-time" non-recurring expenditures.

3. We will assume that normal revenue inflation and/or growth will go to pay normal inflation expenditures. In no event will normal expenditure increases be approved which exceed normal revenue inflation and/or growth. Any new or expanded programs will be required to identify new funding sources and/or offsetting reductions in expenditures in other programs.

4. We will require that all Enterprise Funds have revenues (customer charges, interest income, and all other income) sufficient to meet all cash operating expenses, depreciation expense, and prescribed cash reserve policies per financial policies as recommended for each enterprise activity. Additionally, each Enterprise Fund will maintain debt service coverage requirements set forth in any related bond covenants.

5. We will require that each Internal Service Fund which includes vehicles, equipment, and building maintenance have revenues, (City user charges, interest income, and all other income) sufficient to meet all cash operating expenses and depreciation expenses. The related revenues should also be sufficient to maintain cash reserves, which provide sufficient cash to replace vehicles and equipment in accordance with replacement policies.

6. We will maintain appropriate reserves in the Risk Management Self-Insurance Fund and the Workers' Compensation Self–Insurance Fund to meet statutory requirements and actuarially projected needs.

7. We will maintain a general operating reserve, which will support operations for each Enterprise Fund during times of financial emergencies. The amount of the general operating reserves will be determined based on a risk assessment of each Enterprise Fund.

8. We will maintain other Enterprise Fund reserves such as debt reduction and capital funding reserves, fleet replacement reserves, and general plant reserves (in addition to the general operating reserve and other reserves) as necessary and prudent for the operation of the specific Enterprise Fund. Such reserves will be reviewed as necessary during the annual budget process, or at least every two years.

9. We will maintain a long-range fiscal perspective using an annual operating budget, a five-year capital improvement plan, and a five-year financial forecast.

10. We will use long-term financing methods or cash accumulated in excess of policy requirements for major capital improvements and acquisitions. These improvements will be planned via the annual capital improvement plan process.

11. We will issue bonds or incur other terms of indebtedness only for appropriate purposes and only if the debt service does not affect the City's ability to meet future operating, capital, and reserve requirements.
(Refer to Debt Management Policy located on page 4)

12. We will require each budget appropriation request to include a fiscal impact analysis.

13. We will comply with all the requirements of "Generally Accepted Accounting Principles."

14. Subject to these Financial Policies:

    A. To recruit and retain a well-qualified workforce to provide exceptional services, we will compensate employees at a level commensurate with the average of Burbank's relevant labor market.

    B. The City and employees will evenly share the Normal Cost of employee pensions.

    C. To effectively manage workload demand and personnel costs, we will staff services and programs based on the operational needs of the City.

15. We will require responsible funding of City provided post-employment benefits. The objective being to maintain all benefits fully funded, understanding that due to the use of actuarial assumptions, actual results will vary leading to years of either over or under-funded status. In all years, the City will include the greater of the actual actuarially calculated annual post-employment benefit-cost or the actuarially calculated annual normal cost of the post-employment benefit as a recurring cost in the City's annual budget. In other words, the City will pay as we go annually the cost of retirement benefits for current or past employment service. Further, the funding status of post-employment benefits will be reported to the City Council and the public as an integral part of each year's public budget presentation.

16. The City's objective is to maintain citywide infrastructure. To help ensure a minimum, reliable funding source for General Fund infrastructure improvements, maintenance, and repairs, the City will dedicate no less than 50 percent of the revenues generated through the Burbank Infrastructure and Community Services Protection Measure (Measure P, §BMC 2-4-2101, et. seq.) toward this purpose. This dedicated revenue does not supplant the previously existing General Fund commitment but is in addition to the baseline General Fund annual commitment of $4.7 million. The baseline General Fund annual commitment is based on the average of the previous three year's recurring General Fund infrastructure maintenance and repair funding prior to the voter approval of the Measure P (FY 2015-16, FY 2016-17, FY 2017-18).

17. To ensure employee pension benefits are responsibly funded, the City will require that any year-end General Fund balance, in excess of 6 percent of the General Fund's budgeted recurring appropriations, be used to fund employee pension liabilities (either through a 115 trust or through direct payment to the benefit administrator i.e., CalPERS). This annual funding commitment will be required if employee pension benefits are less than 90 percent funded.

ESTIMATED REVENUES

This section presents the Proposed FY 2026-27 City of Burbank estimated revenues for all funds. The section is organized as follows:

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ESTIMATED REVENUES

REVENUE SUMMARY- ALL FUNDS (RECURRING & NON-RECURRING)

FY 2022-23 through FY 2026-27

	FY 2022-23 ACTUAL	FY 2023-24 ACTUAL	FY 2024-25 ACTUAL	FY 2025-26 ADOPTED	FY 2026-27 PROPOSED
CITY GOVERNMENTAL FUNDS					
General Fund, Fund 001	$ 229,630,915	$ 260,941,427	$ 260,015,644	$ 264,820,908	$ 272,194,764
Proposition A, Fund 104	3,202,255	3,636,700	3,420,736	3,295,464	3,273,790
Proposition C, Fund 105	2,946,523	3,395,700	2,992,451	2,815,237	2,849,135
AQMD, Fund 106	139,446	163,485	168,914	148,207	150,094
Measure R, Fund 107	2,269,679	1,966,302	2,137,819	2,182,469	2,227,502
Measure M, Fund 108	1,961,696	2,121,409	2,200,864	2,048,736	2,098,688
Measure W, Fund 109	1,413,171	1,651,384	1,711,394	1,565,705	1,588,739
Measure A, Fund 110	-	-	-	-	6,170,993
General City Grant Fund, Fund 121	510,997	434,390	591,587	443,672	440,302
CDBG, Fund 122	738,562	337,619	529,144	1,126,756	1,097,792
RMRA, Fund 123	2,428,433	2,848,629	3,062,478	2,977,881	3,154,006
Drug Asset Forfeiture, Fund 124	6,003	23,414	42,406	23,838	24,456
State Gas Tax, Fund 125	2,708,451	2,925,308	3,023,727	3,074,586	3,136,265
Public Improvements, Fund 127	4,370,491	5,636,787	6,415,238	2,521,620	4,597,866
HUD Affordable Housing, Fund 128	1,021,245	921,273	469,315	747,700	745,333
Street Lighting, Fund 129	2,921,865	3,213,383	3,073,418	4,813,805	4,098,900
YES Fund, Fund 130	5	34	36	-	-
Tieton Hydropower Project, Fund 133	1,929,763	1,781,184	1,832,579	2,182,858	2,266,639
Magnolia Power Project, Fund 483	23,296,418	24,942,953	30,214,513	30,062,959	32,113,333
General City Capital Projects, Fund 370	1,599,295	3,076,681	7,265,394	7,399,677	1,031,224
PROPRIETARY FUNDS					
General Liability Insurance, Fund 530	12,253,772	15,653,483	14,781,432	16,956,806	18,502,256
Workers Comp Insurance, Fund 531	8,551,437	13,500,439	14,178,260	9,960,657	8,646,851
Vehicle Equip Replacement, Fund 532	9,623,411	18,341,089	14,000,167	12,499,641	15,767,650
Office Equip Replacement, Fund 533	1,074,777	2,125,802	1,689,920	1,046,527	1,266,444
Municipal Infrastructure, Fund 534	20,691,658	22,703,009	23,352,105	21,668,437	22,231,092
Communication Equip, Fund 535	3,192,628	3,367,786	3,368,144	3,385,011	3,520,984
Information Technology, Fund 537	19,908,664	18,265,559	16,769,959	18,833,787	20,474,286
Water Reclamation & Sewer, Fund 494	18,822,887	22,799,807	23,767,227	22,663,966	23,842,632
BWP Electric, Fund 496	226,016,518	217,156,164	247,627,887	319,966,158	281,348,289
BWP Water, Fund 497	35,613,501	40,135,013	44,814,528	46,730,497	67,663,942
Refuse Collection & Disposal, Fund 498	21,316,322	24,040,635	27,210,022	24,944,893	28,105,321
SUCCESSOR AGENCY					
Successor Agency Administration, Fund 208	7,483,574	2,743,071	2,410,366	2,340,213	1,799,905
HOUSING AUTHORITY					
Section 8 Vouchers, Fund 117	12,844,645	16,074,820	18,281,485	16,515,000	16,452,621
Low/Moderate Income Housing, Fund 305	291,535	624,548	538,623	570,592	364,089
PARKING AUTHORITY					
Parking Authority, Fund 310	352,129	1,151,978	1,956,475	1,706,027	2,329,126
TOTAL	**$ 681,132,672**	**$ 738,701,266**	**$ 783,914,258**	**$ 852,040,290**	**$ 855,575,309**

CITY OF BURBANK
SUMMARY OF GENERAL FUND REVENUES

NO.	REVENUE CATEGORY	ACTUAL TOTAL FY 2024-25	ADOPTED RECURRING FY 2025-26	REVISED RECURRING FY 2025-26	PROPOSED RECURRING FY 2026-27
1	Sales Tax	$ 61,777,433	$ 63,381,000	$ 59,981,000	$ 60,926,301
2	Property Taxes	79,552,424	82,557,013	82,557,013	85,859,293
3	Utility Users Tax	18,938,967	20,802,308	20,802,308	22,425,000
4	Services Charges - Intra City	16,538,801	17,590,495	17,590,495	19,331,887
5	Services Charges	29,342,183	28,529,794	29,032,293	30,009,375
6	In Lieu of Tax	10,378,721	10,694,333	10,694,333	11,753,000
7	Interest/Use of Money	11,165,587	4,612,156	4,612,157	4,469,600
8	Parking/Traffic/Other Fines	3,373,211	2,864,000	3,164,000	3,417,000
9	Transient Occupancy Tax	13,352,395	14,407,120	14,207,120	14,633,334
10	Building Permits/License Fees	9,603,976	7,072,531	7,072,531	7,488,785
11	Transient Parking Tax	5,273,058	4,889,040	4,889,040	5,270,000
12	Business Taxes	2,600,906	2,538,000	2,538,000	2,614,000
13	Franchises	1,455,355	1,535,400	1,535,400	1,551,000
14	Intergovernmental Revenues	11,692,885	1,985,961	1,985,961	2,446,189
TOTAL REVENUE		**$ 275,135,405**	**$ 263,459,151**	**$ 260,661,651**	**$ 272,194,764**

Note: FY 2024-25 includes $16.4M of non-recurring revenue.

REVENUE SOURCES AND DESCRIPTIONS

The General Fund Revenue section provides background information describing trends and economic factors and their impact on City revenues. The Fiscal Year (FY) 2026-27 revenue budget was prepared using assumptions about projected revenue growth based on property values, expected economic growth, the Consumer Price Index (CPI), and proposed fee increases. Although the broader economic climate shows signs of growth, Burbank residents continue to face a significant financial squeeze as high living costs outpace modest wage growth. Inflation is once again on the rise, and high insurance premiums and the cost of essential goods continue to reduce discretionary household income. Burbank is expected to see moderate revenue growth for FY 2026-27. General Fund revenues are expected to increase by 4.4% over the revised revenue estimates for FY 2025-26. Sales tax and property tax remain the General Fund's largest revenue sources, accounting for 54% of recurring revenue.

GENERAL FUND

Sales Taxes are imposed on all applicable retail and commercial businesses selling goods in the City and represent the City's second-largest revenue source. This tax is based on the sales price of any taxable transaction relating to taxable personal property. In accordance with the City's Bradley-Burns Uniform Sales Tax ordinance, the California Department of Tax and Fee Administration (CDTFA) allocates the City's sales tax, 1% of taxable sales occurring in Burbank.

On November 6, 2018, the City of Burbank voters approved Measure P, also known as the Burbank Infrastructure and Community Services Protection Measure. Measure P is a general-purpose ¾ cent local Transaction and Use Tax (TUT), with 50% of the revenue dedicated to infrastructure repairs, maintenance, and improvements and 50% going toward General Fund operations.

Overall, Burbank's sales tax revenues are expected to improve 1.6% for FY 2026-27, consistent with statewide forecasts. Growth is expected to continue at a slow and steady pace, with inflation and essential spending supporting sales tax revenues, though not at levels sufficient to fully offset declines experienced in prior years.

Property Taxes are the General Fund's top revenue source. This tax is imposed on real property (land and permanently attached improvements, such as buildings) and tangible personal property (such as airplanes) located within the City. A total tax of one percent (1%) is levied on the Assessed Value (AV) of property as determined by the LA County Assessor. The City of Burbank receives approximately 18.5% of the 1% levy on the AV.

Provisions included in Proposition 13 have, over the years, created a buffer between the current market value and the AV as determined by the Los Angeles (LA) County Assessor. Under Proposition 13, AV on parcels with continuing ownership may change with inflation as measured by the CPI, up to a maximum increase of 2%. The State has released CPI growth, and for FY 2026-27, AV on properties will increase by 2%. Other sources of AV growth include changes in ownership, new construction, recapture of prior Proposition 8 value impairments, changes in values for unsecured items such as aircraft, and post Redevelopment residual distribution. Staff is projecting property tax revenues to increase by 4% for FY 2026-27, reflecting the continued growth throughout the City. The market is cooling as mortgage rates remain elevated yet relatively flat, transitioning into a more balanced and sustainable environment for buyers and sellers.

Utility Users Taxes (UUT) are applied to telephone (hardwired and cellular), natural gas, and electric usage at the rate of seven percent (7%). Unlike other cities, Burbank does not apply this tax to water, cable television, sewer, and refuse collection usage/sales. The FY 2026-27 electricity rates were adopted in May 2025 as part of a two-year phased increase. UUT revenue is anticipated to increase by 7.8% for FY 2026-27. The growth is attributable to a 9.9% electric rate increase and higher natural gas prices which are offset by the continued decline in wireless revenue due to the reclassification of data to non-taxable information services and reduced electric usage due to efficiencies.

Intra-City Service Charges, or indirect charges, are derived from charges for General Fund staff and services utilized to support non-General Fund activities such as payroll, human resources, and legal services. Charges are determined by an annual cost allocation plan which allocates costs of General Fund central support functions to the respective departments and funds. Based on the results of the most recent cost allocation plan, revenues are expected to increase by 9.9% for FY 2026-27.

Service Charges are fees charged to users of city-provided services and are designed to at least partially cover the costs incurred when providing these services. The Fire Department projects a 14.6% increase in EMS revenues due to the deployment of a fourth 24/7 rescue ambulance, increased emergency medical transports, and the Department's participation in the Public Provider Emergency Medical Transport (PPGEMT) program. Other projections for FY 2026-27 include revenue increases for Parks and Recreation related to the reopening of the Starlight Bowl, higher Golf Green fees at the DeBell Golf Course, and higher contract fees. Public Works revenue increases relate to ongoing developments and residential activity throughout the City. Staff is forecasting a modest 3.4% increase in service charge revenues for FY 2026-27.

In-Lieu of Tax is a charge of 7% on retail electric sales collected by the Burbank Water and Power (BWP) Department instead of the other taxes and fees that a private utility would pay to the City. This charge is deposited into two funds: the General Fund (Fund 001) receives 5.5% and the Street Lighting Fund (Fund 129) receives the remaining 1.5%. On June 5, 2018, Measure T was approved by Burbank residents, allowing the City to continue transferring revenue from BWP to the General Fund to preserve funding for essential City services. In-Lieu of tax is anticipated to increase by 9.9% for FY 2026-27.

Interest/Use of Money includes interest, rent, and lease income received by the City. The City Treasurer invests static funds in various investment instruments and the City's portfolio receives interest income. The main goal is to protect each investment while achieving the highest rate of return. The City Treasurer's goal is to achieve an average annual investment portfolio yield of 2.5% during FY 2026-27. This will allow flexibility in short-term maturity dates to minimize market value fluctuations as rates normalize.

Parking Fines are issued by the Police Department and represent a small portion of General Fund revenues. Fines depend on the amount of the fine, the number of citations issued, and the amount retained by county and state agencies. For FY 2026-27, revenue in this category is anticipated to increase by 8% over the revised FY 2025-26 budget, reflecting the success of the new parking management program and improved parking enforcement.

Traffic Fines are collected from moving violations issued by the Police Department. They are issued for both City and California Highway Patrol traffic violations, with the majority of the revenue going to the State of California.

Transient Occupancy Tax (TOT), otherwise known as a "Bed Tax," is a 10% tax applied to the cost of occupying a room in a hotel, inn, motel, tourist home, or other lodging facilities within the City's jurisdiction. This tax collects revenue for the use of City services by non-residents who would not likely otherwise contribute to the provision of these services. Occupancy levels in 2025 rose significantly due to the displacement demand from the Altadena fires. According to the Visit California website's February update, domestic visitation to California is expected to increase by 1.7%, while international visitation is expected to grow by 2.7%. Staff anticipate Burbank's tourism growth to exceed those expectations in the coming year with the FIFA World Cup in June 2026 and the Super Bowl in 2027. For FY 2026-27, Burbank is projecting a 3% increase in TOT from the revised FY 2025-26 projection.

Building Permits are required by the City to ensure that structures meet specific standards. Permits are issued to all businesses with physical addresses within the City to ensure proper zoning and maintenance. The City requires various construction permits for activities such as installing electric, plumbing, and sewage facilities. A fee is levied for these permits to recover only the costs incurred. While there will be some activity for building permits during FY 2026-27, it will not be as robust as in prior years and permits are anticipated to increase by 5.9%.

License fees are collected for certain types of activities within City boundaries such as business licenses and pet licenses.

Transient Parking Tax (TPT) is a 12% tax charged to customers and collected and remitted to the City by parking lot operators who charge for parking services for short periods of time (e.g., airport, businesses, hotels, and restaurants). With approximately 85% of the parking tax revenue derived from lots at or directly serving Hollywood Burbank Airport, the City's TPT revenue depends on the travel demand. Despite the slight decrease in airport passenger counts in early 2026, staff anticipates TPT revenues will increase by 7.8% for FY 2026-27 due to the opening of the new airport terminal opening in October 2026.

Business Taxes are imposed for the privilege of conducting business within the City. Burbank's business taxes are considerably lower than many other LA County cities. Fees range from a flat amount to a graduated formula based on sales, number of employees, and square footage. Revenue for this category is anticipated to increase by 3% for FY 2026-27.

Franchise Fees are imposed on various companies using "public rights-of-way" to conduct their business operations. Such fees include a 5% Franchise Fee on cable television gross receipts, a 1% fee on natural gas gross receipts, a 2% fee on receipts arising from electricity transmission by private companies, and a 2% fee on receipts arising from the use of pipelines within the City. Franchise fees are expected to increase by 1% in FY 2026-27.

Intergovernmental Revenues are generally grants received from federal, state, and local governments to fund various City programs such as public safety, literacy, senior services, and nutrition. Other items within this category include reimbursements for state-mandated programs and reimbursements for Fire Department strike teams sent to battle wildfires throughout the state. For FY 2026-27, intergovernmental revenues will increase by 23.2%, primarily due to grant funding from the County of Los Angeles for Measure A Local Solutions Fund (LSF).

SPECIAL REVENUE FUNDS/CAPITAL PROJECTS FUND

Fund 104 Proposition A – Transportation: Proposition A revenues represent the City's portion of a special LA County ½ cent Sales Tax passed by the voters in 1980. Cities are entitled to 25% of all the ½ cent revenues. Distribution to each city is pro-rated based on each city's population. These revenues are used to fund the BurbankBus transit programs and maintenance of the Downtown Burbank Metrolink and other transit facilities. Revenue growth for these funds is contingent on the County's overall sales growth.

Fund 105 Proposition C – Transportation: Proposition C revenues represent the City's portion of a special LA County ½ cent Sales Tax approved by voters in 1990. Cities are entitled to 20% of all the ½ cent revenues. Distribution to each city is pro-rated based on each city's population. These revenues are used to fund the uses and projects that provide BurbankBus Fixed-Route Transit Services.

Fund 106 AQMD Fees – Transportation: The South Coast Air Quality Management District (AQMD) receives a small portion of the annual vehicle registration license fees. The AQMD remits a portion of these revenues to cities for selected anti-pollution/transportation projects. Burbank's revenues are deposited into a special AQMD Fees–Transportation Fund for ride-sharing and anti-pollution projects.

Fund 107 Measure R – Transportation: Measure R revenues represent the City's portion of a special LA County ½ cent Sales Tax approved by voters in 2008. Cities are entitled to 15% of all the ½ cent revenues for a period of 30 years. Distribution to each city is pro-rated based on each city's population. A portion of Measure R supplements Proposition C to pay for the BurbankBus Fixed-Route Transit Program. Measure R funds are also used for other transportation-related projects and programs, including Active (Bicycle and Pedestrian) Transportation improvements and maintenance of the Burbank Airport-North Metrolink Station.

Fund 108 Measure M – Transportation: Measure M revenues represent the City's portion of a special LA County ½ cent Sales Tax approved by voters in 2016. Cities are entitled to 17% of all the ½ cent revenues. Distribution to each city is pro-rated based on each city's population. Funds will be utilized for Citywide roadway-related capital improvement projects administered by the Public Works Department.

Fund 109 Measure W – Safe, Clean Water Program: Measure W is the LA County Safe, Clean Water Municipal Program (SCW) special parcel tax approved by voters in 2018. Cities are entitled to 40% of the revenues collected by the County. Distribution to each city is proportional to the tax revenues collected within each boundary. Funds will be utilized to capture, treat, and recycle stormwater.

Fund 110 Measure A – LACAHSA: Measure A revenues consist of monies provided to the City by LA County for Local Solutions Funds and Los Angeles County Affordable Housing Solutions Agency (LACAHSA) funds. Local Solutions Funds support existing City programs and services such as case management services and hotel/motel vouchers. LACAHSA funds are used for affordable housing development and homeless prevention services/programs in the following three categories: Production, Preservation, and Ownership, Renter Protection and Homeless Prevention, and Technical Assistance.

Fund 121 General City Grant Fund: This fund accounts for revenues and expenditures related to certain recurring public safety grants. The granting agencies may be federal, state, or county, including the Office of Traffic Safety, Citizens' Option for Public Safety, and the Department of Justice (DOJ).

Fund 122 Community Development Block Grant (CDBG): The Federal Department of Housing and Urban Development (HUD) created the CDBG program to revitalize low and moderate-income areas within American cities. Burbank's CDBG revenues vary each year and are subject to specific restrictions.

Fund 123 Road Maintenance and Rehabilitation Account (RMRA): As a result of the Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1), funds are derived from the taxes on gasoline and diesel fuel and registration taxes on motor vehicles with allocations from the State of California for local streets and roads and other transportation purposes.

Fund 124 Drug Asset Forfeiture: The Drug Asset Forfeiture Fund was established to account for revenues and expenditures. Revenue estimates and appropriations will be made only after drug assets are seized, and the revenues are remitted to the City. Amounts will vary depending on the level of participation by Burbank's officers.

Fund 125 State Gas Taxes: State Gas Taxes are derived from State of California taxes on gasoline purchases and are allocated, on a share basis to cities. These revenues are broken down into Sections 2105, 2106, and 2107 and are

restricted to public street construction, improvements, and/or maintenance. Another Section 2107.5, restricts revenue usage to public street engineering costs and administrative/labor expenditures.

Fund 127 Public Improvements: This fund provides for Public Improvements through the imposition of Development Impact Fees. Public Improvement projects included in this fund are restricted to those designated in the Infrastructure Blueprint and the Community Facilities Element. Activities are restricted to specific projects in the Community Development, Fire, Information Technology, Library, Parks and Recreation, and Police Departments.

Fund 128 HOME Program: This program provides Housing and Urban Development (HUD) funding to increase the affordable housing supply in the City.

Fund 129 Street Lighting: This fund receives 1.5% of the 7% BWP In-Lieu of Tax transfer revenue to maintain citywide streetlights. With the approval of Measure T on June 5, 2018, funding for street lighting will continue, preserving this essential City service. Most cities directly charge residents for this service through assessment districts. BWP administers the Street Lighting Fund.

Fund 133 Tieton Hydropower Project: The Tieton Hydropower Project is a hydroelectric power-generating plant located at the Tieton Dam on the Tieton River in Yakima County, Washington. This facility was purchased by the Southern California Public Power Authority (SCPPA) in November 2009 with 50% shares belonging to the cities of Burbank and Glendale. The average annual output is 48,000 megawatt-hours (MWh). Revenues are billed to recover expenses incurred by the operating agent, Burbank Water and Power.

Fund 483 Magnolia Power Project: The Magnolia Power Project (MPP) is a combined-cycle natural gas-fired, higher efficiency, low-polluting generation plant located in Burbank. MPP is jointly owned by the following SCPPA participating cities: Anaheim, Burbank, Cerritos, Colton, Glendale, and Pasadena. MPP commenced commercial operations in September 2005. The peak capacity is 323 megawatts with a forecasted yearly production of 1,571,091 MWh. Revenues are billed to recover expenses incurred by the operating agent, Burbank Water and Power.

Fund 370 Capital Projects Fund – General City: This fund accounts for capital projects within the City of Burbank. The majority of the funding for this fund comes from contributions from the General Fund (Fund 001), grant sources, and restricted budgetary reserves.

INTERNAL SERVICE FUNDS

Fund 530, 531 General Liability and Workers' Compensation Insurance: These funds finance and account for the City's Workers' Compensation, General Liability, and Property Insurance programs. Revenue for these programs is collected through rates charged to each City department based on claims history.

Fund 532 Vehicle Equipment Replacement: This fund is used to account for the operation, maintenance, and timely replacement of the vehicular fleet and equipment utilized by general government (non-BWP) departments on a rental fee basis. Rental rates are collected from each department based on their vehicles' annual depreciation, in addition to Operating and Maintenance (O&M) costs, including fuel.

Fund 533 Office Equipment Replacement: This fund is used to account for the acquisition, maintenance, and replacement of office equipment utilized by the General Fund departments. Funds are collected through rental rates charged to departments based on asset depreciation amounts.

Fund 534 Municipal Infrastructure Fund: This fund provides for the maintenance and replacement of all general City infrastructure (non-enterprise). This fund receives 50% of the City's Transaction and Use Tax revenue, resulting from the passage of Measure P in November 2018, in addition to an annual General Fund Maintenance of Effort (MOE) contribution of $4.7 million.

Fund 535 Communications Equipment Replacement: This fund is used to account for the maintenance and timely replacement of the City's communication equipment, such as telephones and radios. Revenue is collected through a rental rate charged to each department based on the total number of radios and phone lines.

Fund 537 Information Technology: This fund is used to account for the acquisition, maintenance, and replacement of technology infrastructure including computer equipment, hardware, and software utilized by City departments. Revenue is collected from departments and funds based on the results of an annual citywide Information Technology (IT) cost of service study.

ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprise. The City of Burbank currently has four Enterprise Funds: Electric, Water (operated by BWP), Water Reclamation and Sewer (operated by Public Works), and Refuse Collection and Disposal (operated by Public Works). Each fund must ensure that its revenues cover operating expenses (including depreciation) of providing goods and services to users/customers. Revenues may be comprised of service charges, fees, sales, interest, and other income. In May 2025, the City Council adopted utility rate increases for FY 2025-26 and FY 2026-27.

For FY 2026-27, the Electric rate will increase by 9.9% (effective January 1, 2027) due to state unfunded mandates, the higher cost associated with procuring renewables, increased transmission, capital, and operating costs, and to replenish cash reserves from multiple years of under collection. Burbank electric rates remain competitive, both locally and regionally.

The Water Fund's budget includes a 14% rate increase effective for January 1, 2027. Funds will be used to recover the elevated costs of purchased water, operations and maintenance, conservation, and capital improvement programs.

The Water Reclamation and Sewer Fund’s budget reflects an overall rate increase of 6% effective for January 1, 2027. The increase in sewer charges is due to escalating charges from the City of Los Angeles for sewage treatment services, capital improvement projects, and labor, chemical, and electrical costs to operate the Burbank Water Reclamation Plant (BWRP).

The Refuse Collection and Disposal Fund will include a rate increase of 8% (effective January 1, 2027) to meet rising operational costs, particularly those associated with state mandates, and to continue providing comprehensive refuse services including household trash disposal, organics composting, recyclable collections and processing, and bulky item pickups.

SUCCESSOR AGENCY ADMINISTRATION FUND

Legislation enacted by the State in June 2011, effectively ending Redevelopment Agencies (RDA) statewide on February 1, 2012, also authorized local agencies to appoint their city as the Successor Agency to the redevelopment agency. Burbank elected to pursue this option. The City of Burbank currently serves as the Successor Agency and is responsible for the administrative functions of both post-RDA and affordable housing functions. These include ensuring continuation payments on existing bonds and contractual obligations during the wind-down phase are accurate and timely. An administrative allowance (3% of approved continuation payments) is allocated to the Successor Agency to partially cover the costs of these functions.

HOUSING AUTHORITY FUNDS

The Burbank Housing Authority was formed in 1975 to administer the Section 8 Rental Assistance Program which is funded by the United States Department of Housing and Urban Development (HUD). This Program provides rent subsidy payments directly to landlords on behalf of eligible tenants to increase the supply and quality of affordable housing within the City. The Section 8 Program provides an additional resource for assisting very low-income renters in Burbank.

Starting in 1977, redevelopment agencies had been required to set aside twenty percent (20%) of their incremental property tax revenues into the Low and Moderate Housing Fund (Fund 305) to be used solely for low and moderate housing development. The set aside ceased with the elimination of RDAs in February 2012, after which Fund 305 was shifted to the Housing Authority. The Housing Authority is responsible for administering existing contracts and ensuring all applicable regulations are adhered to during the wind-down phase.

PARKING AUTHORITY FUND

The Parking Authority has one fund which is administered by the Community Development Department (CDD). The main sources of revenue include parking permits, lease fees, the Downtown Public Facility Maintenance District levy, and metered parking along Downtown San Fernando Boulevard. In addition, AMC Theaters provide funds to offset downtown parking structure maintenance costs.

CITY COUNCIL

MISSION STATEMENT

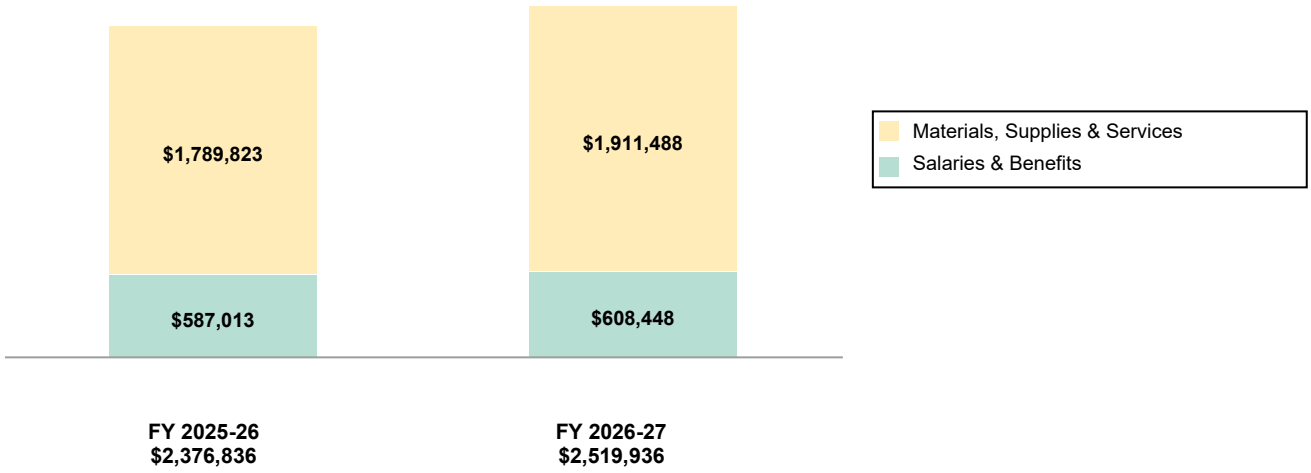
The City Council is committed to improving the overall quality of life in the City of Burbank by enhancing our neighborhoods, delivering exceptional public services, preserving and enhancing the City's economic prosperity, embracing the diversity of our citizens, and making Burbank a desirable, safe City in which to live, work, and raise a family.

ABOUT CITY COUNCIL

The City Council serves as the elected legislative and policy-making body of the City of Burbank, enacting all laws and directing any actions necessary to provide for the general welfare of the community through appropriate programs, services, and activities. The City Council reviews and adopts the operating budget, holds public hearings to solicit advice, and hears feedback from the public. The City Council authorizes contracts and the purchase and sale of City property, approves agreements with other governmental agencies, and appoints City commissions, boards, and committees. In addition, the City Council serves as the Burbank Parking Authority, Burbank Housing Authority, and Public Finance Authority.

DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.000**	**2.000**	**2.000**	
Salaries & Benefits	$ 545,497	$ 587,013	$ 608,448	$ 21,435
Materials, Supplies & Services	987,617	1,789,823	1,911,488	121,665
TOTAL	**$ 1,533,114**	**$ 2,376,836**	**$ 2,519,936**	**$ 143,101**



General Fund
City Council
001.CL01A

OBJECTIVES

- Provide legislative policy directives for City programs and services.
- Represent the interests of Burbank citizens at all levels of government.
- Continue to concentrate on communication and cooperative efforts with City residents.
- Approve programs for the City's physical, cultural, and socio-economic development.
- Encourage cooperation among community leaders, civic groups, and citizens to resolve area-wide problems.
- Work to maintain high-quality City programs and services.
- Actively participate in state and federal legislative processes.
- Work closely with the Southern California Area Governments (SCAG), League of California Cities (Cal Cities), and other organizations to focus attention on problems facing local government.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.000**	**2.000**	**2.000**	
60001.0000 Salaries & Wages	$ 328,667	$ 303,803	$ 330,975	$ 27,173
60012.0000 Fringe Bnfts	129,215	192,860	183,936	(8,924)
60012.1008 Fringe Bnfts:Retiree Benefits	6,346	5,694	6,151	457
60012.1509 Fringe Bnfts:ER Paid PERS	23,483	28,497	30,086	1,589
60012.1528 Fringe Bnfts:Workers Comp	3,355	3,858	3,111	(747)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	48,744	47,896	49,390	1,494
60015.0000 Wellness Program Reimbursement	1,000	-	-	
60027.0000 Taxes - Non Safety	4,687	4,405	4,799	394
Salaries & Benefits	**545,497**	**587,013**	**608,448**	**21,435**
62000.0000 Utilities	$ -	$ 982	$ 982	$
62015.0000 BUSD - Close Up Prgm	-	8,000	8,000	
62135.1012 Gov Svcs:Council Reorg	1,531	5,500	5,500	
62220.0000 Insurance	873,199	1,610,568	1,725,099	114,531
62300.0000 Spec Dept Supl	5,457	6,800	6,800	
62310.0000 Office Supplies, Postage & Print	2,570	5,000	5,000	
62420.0000 Books & Periodicals	191	350	350	
62440.0000 Off Equip Maint & Rep	387	2,000	2,000	
62485.0000 F535 Communication Rental Rate	7,218	7,218	9,513	2,295
62496.0000 F537 Computer System Rental	28,118	43,374	48,213	4,839
62700.0000 Memberships & Dues	38,297	37,952	37,952	
62710.0000 Travel	11,620	48,000	48,000	
62895.0000 Miscellaneous Expenses	19,029	14,079	14,079	
Materials, Supplies & Services	**987,617**	**1,789,823**	**1,911,488**	**121,665**
Total Expenses	**$ 1,533,114**	**$ 2,376,836**	**$ 2,519,936**	**$ 143,101**

CITY COUNCIL
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
COMITY ASSISTANCE CORD	1.000	1.000	1.000	0.000
CTY COUNCIL	-	5.000	5.000	0.000
EXEC AST	1.000	1.000	1.000	0.000
TOTAL STAFF YEARS	**2.000**	**7.000**	**7.000**	**0.000**

CITY CLERK

MISSION STATEMENT

The City Clerk's Office is committed to pursuing excellence through professionalism, transparency, and accountability, and by providing quality public service through the efficient use of City resources. The Clerk's Office strives to ensure that the City's legislative process remains accessible by providing a strong link between citizens and government. The Clerk's Office is committed to ensuring the preservation of Burbank's legislative history.

ABOUT CITY CLERK

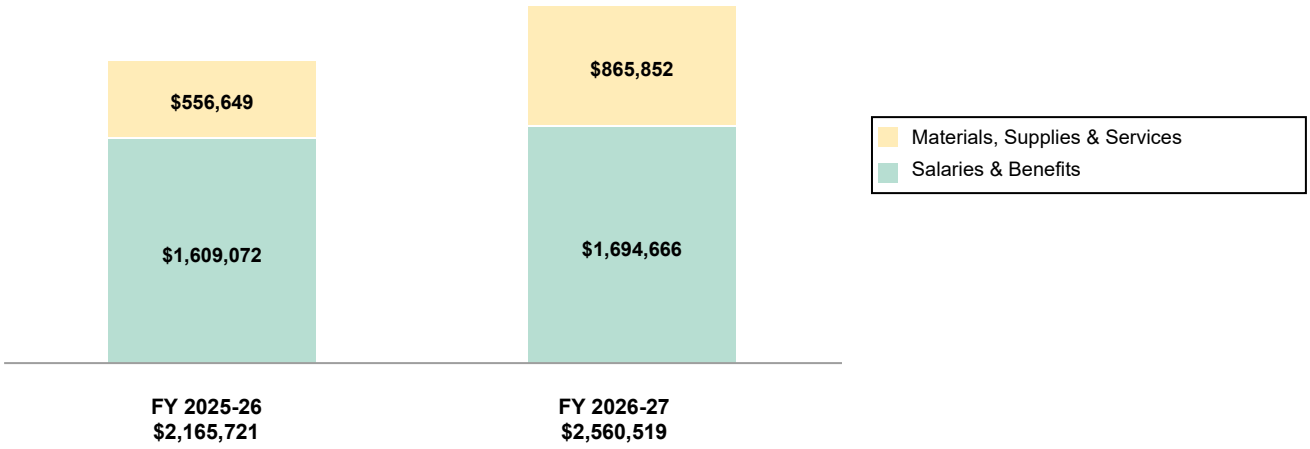
The City Clerk is an Elected Official who serves as Clerk to the City Council, Successor Agency, Parking Authority, Housing Authority, Public Financing Authority, and Youth Endowment Services (YES) Fund Board. The City Clerk's Office is organized into five divisions: City Clerk Services, Elections, Legal Advertising, Records Management, and Passport Services.

The City Clerk's Office is charged with the responsibility of archiving all official City records; preserving a complete and accurate record of all City Council, Successor Agency, Parking Authority, Housing Authority, YES Fund Board, and Public Financing Authority and related proceedings; accurately codifying the Burbank City Charter and Municipal Code; conducting municipal elections in accordance with all applicable city, state, and federal laws; acting as Filing Officer for required disclosures under the Political Reform Act for the City's elected officials, local candidates, designated employees, and board, commission, and committee members; providing publication of Public Hearing and other legal notices; accepting claims, summonses, and subpoenas filed against the City; responding to requests for public records; and administering the Citywide Records Management Program, which includes records storage, retention, disposition, and scanning for archival purposes. The City Clerk's Office also serves as a full-service Passport Acceptance Facility. In addition, the Office manages the appointment process for the City's 23 boards, commissions, and committees.

DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**10.475**	**11.000**	**11.000**	
Salaries & Benefits	$ 1,152,111	$ 1,609,072	$ 1,694,666	$ 85,594
Materials, Supplies & Services	475,876	556,649	865,852	309,203
TOTAL	**$ 1,627,987**	**$ 2,165,721**	**$ 2,560,519**	**$ 394,798**

FUND SUMMARY



General Fund
Services Division
001.CC01A

The City Clerk Services Division prepares meeting agendas, reports, videos, and minutes for the City Council, Successor Agency, Housing Authority, Parking Authority, Public Financing Authority, and Youth Endowment Services (YES) Fund Board, recording and indexing the actions of each, and finalizing resolutions, ordinances, agreements, recorded documents, tract maps, and other official documents. All official documents are public information, and the Services Division is committed to providing access to these records to elected officials, City departments, and the public in an efficient manner. Direct access to records provides staff with the ability to serve the public while responding to requests. The Services Division is responsible for distributing, publishing, and posting public notices and meeting agendas as required by law. This Division also oversees the codification of the Burbank Charter and Municipal Code and implements the requirements of the Fair Political Practices Commission (FPPC).

OBJECTIVES

- Maintain all official City records.
- Publish and post notices of legislative meetings in compliance with the provisions of the Ralph M. Brown Act.
- Prepare and distribute City Council meeting agendas and minutes to elected officials, City staff, and subscribers on the City website, in addition to providing hard copies for the public at City facilities.
- Codify the Burbank Charter and Municipal Code, providing access to revisions upon the City Council's adoption of an ordinance.
- Provide elected officials, City departments, and the public with general public information, and conduct specific record research.
- Oversee the filing of Statements of Economic Interests as required by the FPPC and the City's Conflict of Interest Code.
- Facilitate the recruitment process and management of services for the City's 23 boards, commissions, and committees (consisting of approximately 130 members), including providing public access to meeting agendas, minutes, and reports through the City's website.

General Fund
Services Division
001.CC01A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.074**	**3.650**	**4.150**	**0.500**
60001.0000 Salaries & Wages	$ 265,576	$ 410,825	$ 487,153	$ 76,328
60006.0000 OT-Nonsafety	2	1,501	1,501	
60012.0000 Fringe Bnfts	38,606	77,087	91,950	14,863
60012.1008 Fringe Bnfts:Retiree Benefits	1,931	2,954	3,207	253
60012.1509 Fringe Bnfts:ER Paid PERS	26,577	38,042	43,804	5,762
60012.1528 Fringe Bnfts:Workers Comp	4,611	7,605	6,719	(886)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	47,671	47,932	56,072	8,140
60022.0000 Car Allowance	2,929	2,468	3,300	832
60023.0000 Uniform & Tool Allowance	-	60	60	
60027.0000 Taxes - Non Safety	3,858	5,911	7,017	1,107
60031.0000 Payroll Adjustment	(58)	-	-	
Salaries & Benefits	**391,703**	**594,386**	**700,783**	**106,397**
62170.0000 Priv Cont Svcs	$ 8,060	$ 21,200	$ 21,200	$
62220.0000 Insurance	27,279	35,677	73,978	38,301
62300.0000 Spec Dept Supl	194	1,300	1,300	
62310.0000 Office Supplies, Postage & Print	2,325	3,400	3,400	
62440.0000 Off Equip Maint & Rep	-	150	150	
62455.0000 Equipment Rental	917	4,000	4,000	
62470.0000 F533 Office Equip Rental Rate	2,293	2,293	2,293	
62485.0000 F535 Communication Rental Rate	10,105	10,105	13,318	3,213
62496.0000 F537 Computer System Rental	80,700	120,354	392,732	272,378
62700.0000 Memberships & Dues	1,670	2,100	2,100	
62710.0000 Travel	3,358	5,000	5,000	
62755.0000 Training-General	1,895	7,515	7,515	
62895.0000 Miscellaneous Expenses	250	1,000	1,000	
Materials, Supplies & Services	**139,047**	**214,094**	**527,986**	**313,892**
Total Expenses	**$ 530,750**	**$ 808,480**	**$ 1,228,769**	**$ 420,289**

General Fund
Elections Division
001.CC01B

The Elections Division is responsible for overseeing consolidated municipal elections with the County of Los Angeles and conducting standalone municipal elections in accordance with all applicable city, state, and federal laws. Other responsibilities include processing initiatives, referendums, and recall petitions; participating in voter outreach and educational programs in local schools; and providing election-related information to Burbank voters during election season. The Elections Division is also responsible for coordinating and educating the voters regarding voter registration services with the County of Los Angeles, monitoring state legislation to maintain appropriate procedures, and ensuring that the Election Sections of the Burbank Municipal Code and Charter are updated as necessary and properly codified.

OBJECTIVES

- Fulfill all election duties under the purview of the Elections Official including distributing election materials to candidates during the Nomination Period, publishing all required legal notices, coordinating with the County to enable the use of City facilities as Vote Centers, and addressing any Election Day needs.
- Increase voter outreach by providing election-related information via the City's website, cable channel, City Council Meeting announcements, Constant Contact email blasts, and on social media platforms managed by the City.
- Encourage voter registration by participating in community engagement.
- Accept and monitor campaign statement filings to comply with Fair Political Practices Commission regulations.
- Maintain the City's Elections Code.
- Partner with the Burbank Unified School District to educate students on the importance of civic engagement and to promote early voter registration for eligible local youth through the annual "Clerks' Cup" initiative.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.850**	**0.800**	**0.850**	**0.050**
60001.0000 Salaries & Wages	$ 65,823	$ 114,706	$ 133,896	$ 19,190
60006.0000 OT-Nonsafety	-	655	655	
60012.0000 Fringe Bnfts	9,114	16,590	19,399	2,809
60012.1008 Fringe Bnfts:Retiree Benefits	794	651	703	52
60012.1509 Fringe Bnfts:ER Paid PERS	6,756	10,535	11,954	1,419
60012.1528 Fringe Bnfts:Workers Comp	1,741	1,881	1,513	(368)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	8,738	10,062	14,260	4,198
60022.0000 Car Allowance	676	1,122	1,500	378
60027.0000 Taxes - Non Safety	960	1,641	1,920	278
60031.0000 Payroll Adjustment	6	-	-	
Salaries & Benefits	**94,608**	**157,843**	**185,799**	**27,956**
62170.0000 Priv Cont Svcs	$ 235,587	$ 122,481	$ 122,481	$
62310.0000 Office Supplies, Postage & Print	75	300	300	
62420.0000 Books & Periodicals	154	250	250	
62470.0000 F533 Office Equip Rental Rate	863	863	863	
62496.0000 F537 Computer System Rental	3,777	13,474	15,046	1,572
62530.0000 Legal Ad & Prnt Ords	3,613	40,000	40,000	
62895.0000 Miscellaneous Expenses	262	2,000	2,000	
Materials, Supplies & Services	**244,332**	**179,368**	**180,940**	**1,572**
Total Expenses	**$ 338,940**	**$ 337,211**	**$ 366,739**	**$ 29,528**

General Fund
Legal Advertising Division
001.CC01C

The Legal Advertising Division arranges for the publication of ordinances adopted by the City Council and citywide public legal notices as required by law.

OBJECTIVES

- Prepare, publish, post, and mail notices, when required, for Public Hearings prior to the City Council and other advisory body meetings.
- Publish notices for Planning Commission meetings, bid openings, and other legal notices as required by law.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.450**	**0.300**	**0.300**	
60001.0000 Salaries & Wages	$ 21,784	$ 37,816	$ 41,424	$ 3,608
60012.0000 Fringe Bnfts	3,212	5,424	6,584	1,161
60012.1008 Fringe Bnfts:Retiree Benefits	436	244	264	20
60012.1509 Fringe Bnfts:ER Paid PERS	2,146	3,502	3,722	220
60012.1528 Fringe Bnfts:Workers Comp	576	475	385	(89)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	9,553	8,877	4,523	(4,354)
60022.0000 Car Allowance	225	224	300	76
60027.0000 Taxes - Non Safety	316	542	594	52
Salaries & Benefits	**38,248**	**57,104**	**57,797**	**693**
62496.0000 F537 Computer System Rental	$ 1,954	$ 2,061	$ 1,685	$ (376)
62530.0000 Legal Ad & Prnt Ords	28,526	70,000	70,000	
Materials, Supplies & Services	**30,480**	**72,061**	**71,685**	**(376)**
Total Expenses	**$ 68,728**	**$ 129,165**	**$ 129,482**	**$ 317**

General Fund
Records Management Division
001.CC01D

The Records Management Division administers the Citywide Records Management Program for all City departments and maintains a collection of historical records. Established in 1972, the Program provides an organized structure for the utilization, maintenance, retention, preservation, destruction, and disposition of City records. This objective ensures the City organizes and maintains City records in a manner that allows for their effective storage, identification, and retrieval; preserves records with long-term or permanent value as well as records of historical or archival value; protects records vital to the City in the event of a disaster; and monitors the disposition of records that have met their retention requirements for legal compliance. The Division also provides timely responses to public records requests in accordance with the California Public Records Act.

OBJECTIVES

- Administer and maintain the Citywide Records Management Program.
- Train departmental records liaisons on best practices to ensure adherence with the California Public Records Act and the Citywide Records Management Program.
- Utilize the Enterprise Content Management system for records and information management.
- Preserve historical documents.
- Work with City staff to implement procedures and guidelines for the City's Records Centers.
- Maintain an updated citywide records retention schedule in compliance with current statutes.
- Coordinate departmental and citywide destruction events.
- Digitize records for access on the Public Records Portal.

General Fund
Records Management Division
001.CC01D

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.647**	**2.400**	**1.950**	**(0.450)**
60001.0000 Salaries & Wages	$ 152,241	$ 227,828	$ 200,724	$ (27,104)
60006.0000 OT-Nonsafety	20	-	-	
60012.0000 Fringe Bnfts	30,677	56,766	43,054	(13,713)
60012.1008 Fringe Bnfts:Retiree Benefits	2,432	1,947	2,109	162
60012.1509 Fringe Bnfts:ER Paid PERS	15,624	21,281	18,159	(3,122)
60012.1528 Fringe Bnfts:Workers Comp	12,036	10,126	7,288	(2,838)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	31,847	35,106	33,504	(1,602)
60022.0000 Car Allowance	450	449	600	151
60023.0000 Uniform & Tool Allowance	-	20	10	(10)
60027.0000 Taxes - Non Safety	2,159	3,291	2,898	(393)
60031.0000 Payroll Adjustment	(239)	-	-	
Salaries & Benefits	**247,246**	**356,814**	**308,345**	**(48,469)**
62085.0000 Other Professional Svcs	$ 1,850	$ 2,095	$ 2,095	$
62170.0000 Priv Cont Svcs	790	4,955	4,955	
62300.0000 Spec Dept Supl	-	1,000	1,000	
62310.0000 Office Supplies, Postage & Print	583	600	600	
62420.0000 Books & Periodicals	-	168	168	
62440.0000 Off Equip Maint & Rep	-	1,000	1,000	
62496.0000 F537 Computer System Rental	32,130	42,020	37,318	(4,702)
62700.0000 Memberships & Dues	175	805	805	
62710.0000 Travel	-	1,500	1,500	
62755.0000 Training-General	-	4,000	4,000	
62895.0000 Miscellaneous Expenses	-	200	200	
Materials, Supplies & Services	**35,528**	**58,343**	**53,641**	**(4,702)**
Total Expenses	**$ 282,774**	**$ 415,157**	**$ 361,986**	**$ (53,171)**

General Fund
Passport Services Division
001.CC01E

Established in 2015, the Passport Acceptance Program benefits the residents of Burbank and surrounding cities by providing applicants with a location to efficiently and securely process their U.S. passport applications. The acceptance facility is full-service, providing forms, photo services, and appointments Monday through Friday during regular business hours with walk-in services offered on a limited basis.

OBJECTIVES

- Provide the residents of Burbank and surrounding communities access to a convenient and secure passport acceptance facility.
- Process passport applications with confidentiality, efficiency, and superior customer service.
- Continue to meet the demand for passport acceptance services by offering special walk-in events.
- Provide 24-hour access to an online self-service passport appointment system.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**4.454**	**3.850**	**3.750**	**(0.100)**
60001.0000 Salaries & Wages	$ 245,516	$ 279,382	$ 266,238	$ (13,145)
60006.0000 OT-Nonsafety	27	-	-	
60012.0000 Fringe Bnfts	51,139	74,423	83,962	9,539
60012.1008 Fringe Bnfts:Retiree Benefits	4,140	3,127	3,383	256
60012.1509 Fringe Bnfts:ER Paid PERS	25,810	26,161	24,158	(2,004)
60012.1528 Fringe Bnfts:Workers Comp	8,348	6,786	5,934	(852)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	41,405	48,756	54,083	5,327
60022.0000 Car Allowance	225	224	300	76
60023.0000 Uniform & Tool Allowance	-	20	30	10
60027.0000 Taxes - Non Safety	3,482	4,045	3,855	(190)
60031.0000 Payroll Adjustment	213	-	-	
Salaries & Benefits	**380,306**	**442,925**	**441,942**	**(983)**
62170.0000 Priv Cont Svcs	$ 691	$ 2,000	$ 2,000	$
62310.0000 Office Supplies, Postage & Print	6,998	8,000	8,000	
62496.0000 F537 Computer System Rental	18,801	22,283	21,100	(1,183)
62895.0000 Miscellaneous Expenses	-	500	500	
Materials, Supplies & Services	**26,489**	**32,783**	**31,600**	**(1,183)**
Total Expenses	**$ 406,795**	**$ 475,708**	**$ 473,542**	**$ (2,166)**

CITY CLERK
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST II (M)	1.000	2.000	2.000	
ADM OFCR	-	1.000	1.000	
AST CTY CLK	1.000	1.000	1.000	
CLERICAL WKR	-	1.000	1.000	
CTY CLK	1.000	1.000	1.000	
INTERMEDIATE CLK	3.000	3.000	3.000	
RCRDS MGR (Z)	1.000	1.000	1.000	
RCRDS TECH	1.000	1.000	1.000	
SR ADM ANALYST (M)	2.000	-	-	
WK TRAINEE I	0.475	-	-	
TOTAL STAFF YEARS	**10.475**	**11.000**	**11.000**	

CITY TREASURER

MISSION STATEMENT

It is the mission of the City Treasurer's Office to act as the City's receipting and disbursing agent of all public monies in order to maximize the investment of idle funds.

ABOUT CITY TREASURER

The City Treasurer is chosen by the vote of the people at a municipal election in the same manner as members of the Council. The City Treasurer's Office is responsible for receiving, disbursing, depositing, and investing all public funds for the City, the Youth Endowment Services (YES) Fund, the Parking Authority, the Public Financing Authority, the Successor Agency, and the Housing Authority. Monthly reports, including cash balances by fund and reconciled bank balances, are provided to the Financial Services Director.

The City Treasurer's Office also provides monthly reports indicating the type and amount of investments and deposits, the institutions in which these deposits are made, market values, maturity dates, and rates of interest for all outstanding investments, as well as others that matured during the month, to the City Council, the YES Fund Board, the Parking Authority, the Public Financing Authority, the Successor Agency, and the Housing Authority. These monthly reports are also provided to the City Manager, Financial Services Director, Burbank Water and Power (BWP) Chief Financial Officer, and members of the Treasurer's Oversight Review Committee.

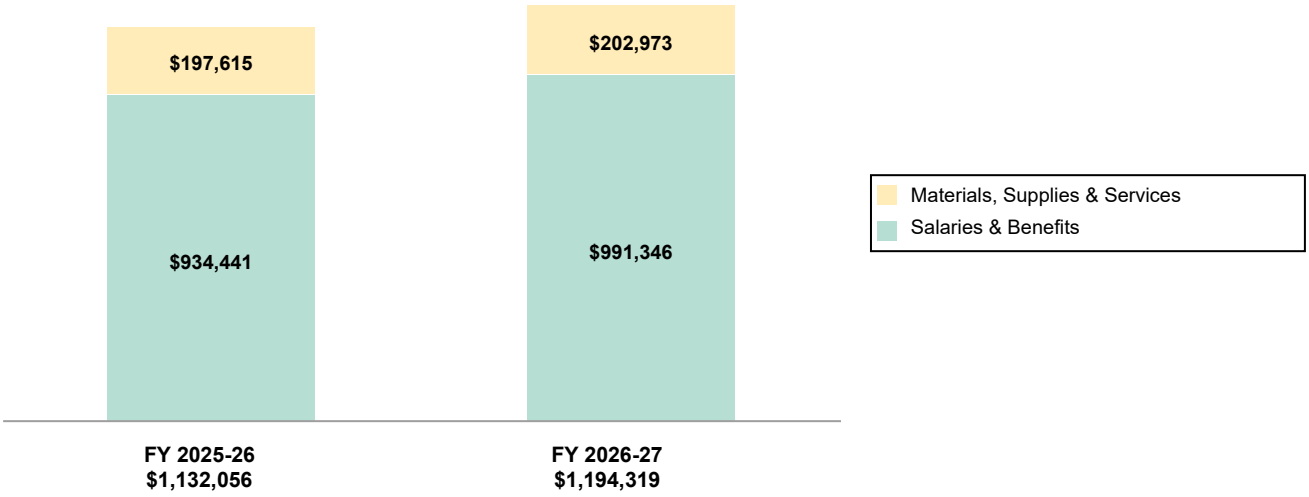
DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.000**	**5.000**	**5.000**	**0.000**
Salaries & Benefits	$ 804,333	$ 934,441	$ 991,346	$ 56,905
Materials, Supplies & Services	167,051	197,615	202,973	5,358
TOTAL	**$ 971,384**	**$ 1,132,056**	**$ 1,194,319**	**$ 62,264**

General Fund
City Treasurer
001.CT01A

OBJECTIVES

The primary objective of the City Treasurer's Office is the safekeeping of City funds. Safety, liquidity, and yield are always considered (in that order) when investing idle funds.



General Fund
City Treasurer
001.CT01A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.000**	**5.000**	**5.000**	
60001.0000 Salaries & Wages	$ 523,346	$ 623,269	$ 653,642	$ 30,374
60012.0000 Fringe Bnfts	91,389	116,345	132,268	15,923
60012.1008 Fringe Bnfts:Retiree Benefits	4,533	4,067	4,394	326
60012.1509 Fringe Bnfts:ER Paid PERS	55,947	57,503	58,527	1,023
60012.1528 Fringe Bnfts:Workers Comp	10,625	10,966	9,261	(1,705)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	103,655	108,900	117,905	9,005
60015.0000 Wellness Program Reimbursement	1,235	-	-	
60022.0000 Car Allowance	4,505	4,488	6,000	1,512
60027.0000 Taxes - Non Safety	7,649	8,902	9,349	447
60031.0000 Payroll Adjustment	1,449	-	-	
Salaries & Benefits	**804,333**	**934,441**	**991,346**	**56,905**
62170.0000 Priv Cont Svcs	$ 56,841	$ 60,000	$ 62,000	$ 2,000
62220.0000 Insurance	13,743	19,604	19,269	(335)
62300.0000 Spec Dept Supl	7,749	6,500	6,500	
62310.0000 Office Supplies, Postage & Print	3,257	2,500	2,500	
62420.0000 Books & Periodicals	1,159	500	500	
62440.0000 Off Equip Maint & Rep	-	3,000	3,000	
62455.0000 Equipment Rental	-	250	250	
62470.0000 F533 Office Equip Rental Rate	750	750	750	
62485.0000 F535 Communication Rental Rate	5,052	5,052	6,659	1,607
62496.0000 F537 Computer System Rental	51,891	56,759	60,845	4,086
62700.0000 Memberships & Dues	485	700	700	
62710.0000 Travel	1,837	3,000	3,000	
62755.0000 Training-General	2,997	5,000	5,000	
62830.0000 Bank Svc Chg	21,060	32,000	30,000	(2,000)
62895.0000 Miscellaneous Expenses	230	2,000	2,000	
Materials, Supplies & Services	**167,051**	**197,615**	**202,973**	**5,358**
Total Expenses	**$ 971,384**	**$ 1,132,056**	**$ 1,194,319**	**$ 62,264**

CITY TREASURER
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
AST CTY TREASURER	1.000	1.000	1.000	
CTY TREASURER	1.000	1.000	1.000	
SR ADM ANALYST (M)	1.000	1.000	1.000	
TREASURER TECH	2.000	2.000	2.000	
TOTAL STAFF YEARS	**5.000**	**5.000**	**5.000**	

CITY ATTORNEY

MISSION STATEMENT

The Burbank City Attorney's Office strives to efficiently deliver professional and ethical legal advice to the City Council, Commissions, Boards, City Officers, and staff. The Office actively advises the City and advocates the City's positions across a wide spectrum of municipal interests, vigorously represents the City in civil litigation and other adversarial proceedings, and protects the community by effectively prosecuting misdemeanors and infractions committed within the City.

ABOUT CITY ATTORNEY

The City Attorney is appointed by the City Council as the City's top legal advisor. The Office is comprised of three divisions: Departmental Services and Administration, Litigation, and Prosecution, with fourteen attorneys besides the City Attorney, one Paralegal, an Administrative Officer, and support staff members.

CHANGES FROM PRIOR YEAR

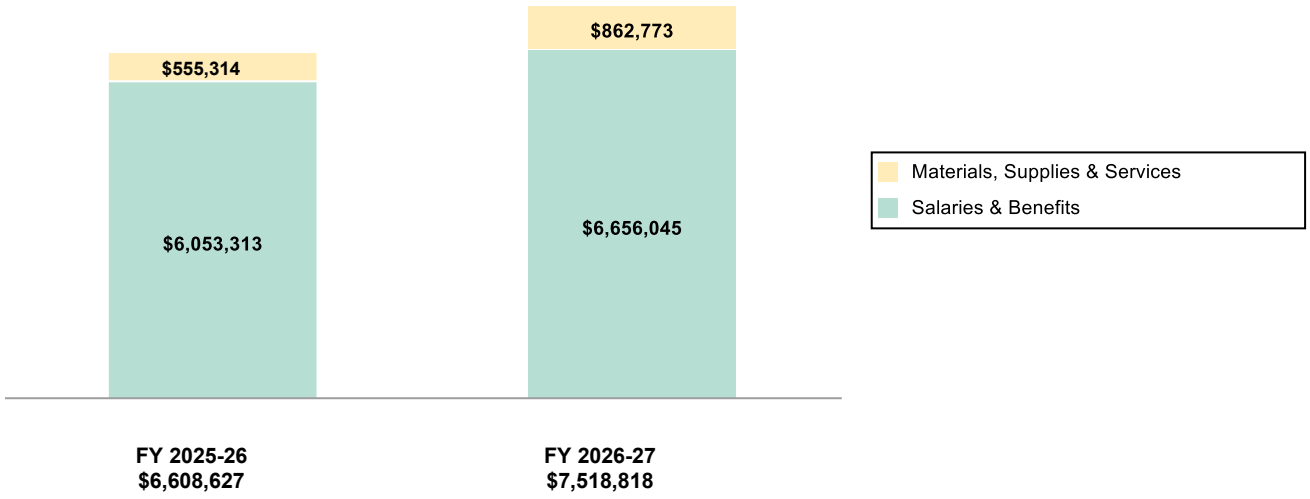
This year, the City Attorney's Office secured one-time funding for e-Discovery tools to support the processing of Public Records Requests, particularly those involving large volumes of data. In addition, the Office obtained one-time funding to renew the police strategic oversight agreement.

DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**24.000**	**24.000**	**24.000**	
Salaries & Benefits	$ 5,382,300	$ 6,053,313	$ 6,656,045	$ 602,732
Materials, Supplies & Services	448,431	555,314	862,773	307,459
TOTAL	**$ 5,830,731**	**$ 6,608,627**	**$ 7,518,818**	**$ 910,191**

CITY ATTORNEY

DEPARTMENT SUMMARY



General Fund
Departmental Services and Administration
001.CA01A

The overall goal of the Administration Division is to carry out the policies and directives established by the City Council. This Division provides legal advice addressing complex legal issues; prepares or reviews all resolutions and ordinances; and drafts, negotiates, reviews, and approves contracts from the routine to the very complex. Division attorneys, in addition to the City Attorney, advise Boards, Commissions, and City staff on all legal matters such as land use, real estate, personnel, purchasing, and contracts. This Division dedicates attorneys to the specialized legal needs of Burbank Water and Power (BWP). This Division also handles administrative functions of the City Attorney's Office and provides ongoing in-service training to City staff, as well as elected and appointed officials.

CHANGES FROM PRIOR YEAR

One-time funds in the amount of $100,000 for e-Discovery tools was added to support the processing of Public Records Requests. In addition, $180,000 in one-time funds were budgeted for the police strategic oversight agreement.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**10.250**	**10.200**	**9.850**	**(0.350)**
60001.0000 Salaries & Wages	$ 2,208,806	$ 2,182,017	$ 2,247,933	$ 65,917
60012.0000 Fringe Bnfts	270,615	274,883	300,321	25,439
60012.1008 Fringe Bnfts:Retiree Benefits	6,346	8,175	9,666	1,491
60012.1509 Fringe Bnfts:ER Paid PERS	196,084	203,278	202,788	(490)
60012.1528 Fringe Bnfts:Workers Comp	23,862	27,532	22,179	(5,353)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	323,769	342,890	412,815	69,925
60022.0000 Car Allowance	5,120	5,100	5,100	
60027.0000 Taxes - Non Safety	32,172	31,435	32,359	924
60031.0000 Payroll Adjustment	14,037	-	-	
Salaries & Benefits	**3,080,810**	**3,075,310**	**3,233,162**	**157,852**
62000.0000 Utilities	$ -	$ 50,000	$ -	$ (50,000)
62055.1000 Ext Legal Svcs:Strat Legal Costs	-	-	180,000	180,000
62085.0000 Other Professional Svcs	8,675	-	100,000	100,000
62170.1001 Priv Cont Svcs:Temp Staff	23,340	-	-	
62220.0000 Insurance	77,133	131,855	111,636	(20,219)
62300.0000 Spec Dept Supl	-	109	109	
62310.0000 Office Supplies, Postage & Print	9,408	8,033	8,033	
62425.0000 Lib Rsrc Mat	36,755	36,350	36,350	
62440.0000 Off Equip Maint & Rep	-	1,000	1,000	
62455.0000 Equipment Rental	3,659	8,017	8,017	
62485.0000 F535 Communication Rental Rate	18,044	18,044	25,686	7,642
62496.0000 F537 Computer System Rental	101,752	106,666	156,504	49,838
62700.0000 Memberships & Dues	9,872	8,850	9,000	150
62710.0000 Travel	1,379	1,655	1,655	
62755.0000 Training-General	22,318	25,000	28,000	3,000
62895.0000 Miscellaneous Expenses	1,259	1,280	1,280	
Materials, Supplies & Services	**313,593**	**396,859**	**667,270**	**270,411**
Total Expenses	**$ 3,394,403**	**$ 3,472,169**	**$ 3,900,432**	**$ 428,263**

General Fund
Litigation Division
001.CA02A

The Litigation Division is responsible for representing the City, its officers, and employees in litigation filed by and against the City, as well as assisting in the administration of governmental tort claims filed against the City. Litigation ranges from simple trip and fall and other allegations of dangerous conditions to complex, multi-party, civil rights or employment cases, as well as litigation concerning issues unique to public agencies. This Division also oversees the Housing Enforcement Program and interacts proactively with various City departments to implement best practices and policies to prevent/decrease the City's liability exposure.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**7.400**	**8.450**	**8.150**	**(0.300)**
60001.0000 Salaries & Wages	$ 927,949	$ 1,342,492	$ 1,449,120	$ 106,628
60012.0000 Fringe Bnfts	144,723	209,456	230,979	21,523
60012.1008 Fringe Bnfts:Retiree Benefits	4,442	6,996	6,722	(273)
60012.1509 Fringe Bnfts:ER Paid PERS	89,697	125,762	131,543	5,781
60012.1528 Fringe Bnfts:Workers Comp	20,455	21,904	19,110	(2,794)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	141,948	153,433	187,528	34,095
60022.0000 Car Allowance	602	600	600	
60027.0000 Taxes - Non Safety	13,244	19,442	20,984	1,542
60031.0000 Payroll Adjustment	3,899	-	-	
Salaries & Benefits	**1,346,960**	**1,880,085**	**2,046,587**	**166,502**
62000.0000 Utilities	$ -	$ 8,857	$ 8,857	$
62140.0000 Special Services	3,150	3,150	2,150	(1,000)
62496.0000 F537 Computer System Rental	58,157	65,926	102,041	36,115
Materials, Supplies & Services	**61,307**	**77,933**	**113,048**	**35,115**
Total Expenses	**$ 1,408,267**	**$ 1,958,018**	**$ 2,159,635**	**$ 201,617**

General Fund
Prosecution Division
001.CA03A

The Prosecution Division prosecutes State misdemeanor violations such as domestic violence, sex abuse, and Driving Under the Influence (DUI) cases, as well as violations of City ordinances. The Prosecution staff also manage diversion programs and are responsible, in conjunction with the Police Department, for processing court-ordered restitution collected on behalf of victims and City Departments.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.350**	**5.350**	**6.000**	**0.650**
60001.0000 Salaries & Wages	$ 621,306	$ 734,449	$ 963,875	$ 229,426
60006.0000 OT-Nonsafety	164	-	-	
60012.0000 Fringe Bnfts	95,276	142,702	167,557	24,856
60012.1008 Fringe Bnfts:Retiree Benefits	5,530	5,165	4,701	(464)
60012.1509 Fringe Bnfts:ER Paid PERS	62,963	68,809	87,525	18,716
60012.1528 Fringe Bnfts:Workers Comp	14,923	13,976	12,801	(1,175)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	137,781	121,880	125,573	3,693
60015.0000 Wellness Program Reimbursement	248	-	-	
60022.0000 Car Allowance	301	300	300	
60027.0000 Taxes - Non Safety	9,040	10,637	13,962	3,325
60031.0000 Payroll Adjustment	6,999	-	-	
Salaries & Benefits	**954,530**	**1,097,918**	**1,376,296**	**278,377**
62060.0000 Prosecution Assistance	$ 3,251	$ 4,800	$ 3,650	$ (1,150)
62140.0000 Special Services	4,584	3,825	2,825	(1,000)
62496.0000 F537 Computer System Rental	65,696	71,897	75,980	4,083
Materials, Supplies & Services	**73,531**	**80,522**	**82,455**	**1,933**
Total Expenses	**$ 1,028,061**	**$ 1,178,440**	**$ 1,458,751**	**$ 280,310**

CITY ATTORNEY
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST II (Z)	1.000	1.000	1.000	
ADM OFCR	1.000	1.000	1.000	
AST CTY ATTORNEY CHIEF	1.000	2.000	2.000	
AST CTY ATTORNEY CTY	1.000	2.000	2.000	
ATTORNEY	1.000	1.000	1.000	
DEP CTY ATTORNEY	1.000	-	-	
LEGAL AST	3.000	3.000	3.000	
LEGAL SEC	3.000	3.000	3.000	
SR AST CTY ATTORNEY	11.000	10.000	10.000	
SR LITIGATION PARALEGAL	1.000	1.000	1.000	
TOTAL STAFF YEARS	**24.000**	**24.000**	**24.000**	

CITY MANAGER

MISSION STATEMENT

The City Manager's Office is committed to providing ongoing quality municipal services and to promoting the overall safety, health, and general well-being of the community through the teamwork of the City Council, City Boards and Commissions, City Staff, and all of Burbank's citizenry.

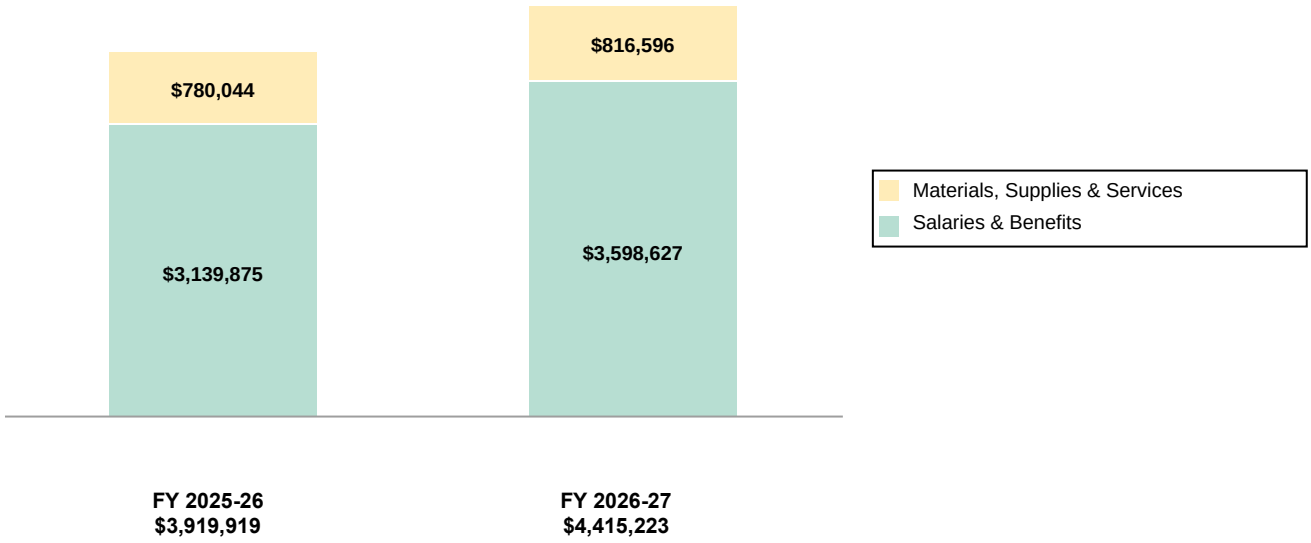
ABOUT CITY MANAGER

Appointed by the City Council to serve as the City's Chief Executive Officer, the City Manager is responsible for setting goals and providing administrative direction for all City departments in full accordance with the policies established by the City Council. The overall departmental objective is to carry out the policies established by the City Council, in an effort to maintain and improve the quality of life in Burbank.

The City Manager's Office includes the Public Information Office (PIO), which provides the City with a comprehensive communication program, including the dissemination of information regarding City services and activities using print, digital media, social media, video, and other emerging technologies. The City's Reprographics Services Division (internal print shop) is also housed in the Public Information Office.

DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**13.000**	**16.500**	**17.500**	**1.000**
Salaries & Benefits	$ 2,514,329	$ 3,139,875	$ 3,598,627	$ 458,752
Materials, Supplies & Services	454,454	780,044	816,596	36,552
TOTAL	**$ 2,968,783**	**$ 3,919,919**	**$ 4,415,223**	**$ 495,304**



General Fund
Administrative Division
001.CM01A

The primary function of the Administrative Division is to carry out the policies established by the City Council in their endeavor to maintain and improve the quality of life in Burbank.

OBJECTIVES

- Oversee the creation and implementation of the City Council's Citywide Goals and Objectives and provide ongoing support to the City Council.
- Serve as Chief Executive Officer for the City of Burbank, overseeing approximately 1,400 employees and collaborating with department executives to ensure employees are equipped with the proper tools to provide high-quality services to residents.
- In alignment with the City's adopted Legislative Platform, pro-actively monitor and lobby legislation affecting the City of Burbank, and collaborate with elected representatives to promote Burbank's interests.
- Continue to meet regularly with employee associations and unions to maintain positive management-labor relations.
- Together with the City Council, ensure adherence to fiscal policies and maintenance of a healthy financial outlook.
- Engage with the community through events, activities, and programs and be responsive to community needs.
- Engage with business community and provide concierge level services related to navigating City processes.

CHANGES FROM PRIOR YEAR

A Senior Analyst position was transferred from the Community Development Department to support economic development and business concierge services, aligning these efforts for executive-level coordination and enhanced service delivery for the business community.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.000**	**6.000**	**7.000**	**1.000**
60001.0000 Salaries & Wages	$ 948,241	$ 1,026,430	$ 1,285,575	$ 259,145
60006.0000 OT-Nonsafety	-	3,000	3,000	
60012.0000 Fringe Bnfts	139,208	147,273	192,327	45,054
60012.1008 Fringe Bnfts:Retiree Benefits	3,626	4,881	5,272	392
60012.1509 Fringe Bnfts:ER Paid PERS	90,771	92,798	113,102	20,304
60012.1528 Fringe Bnfts:Workers Comp	13,297	14,353	14,114	(239)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	172,376	183,010	191,173	8,163
60022.0000 Car Allowance	10,563	10,488	12,000	1,512
60027.0000 Taxes - Non Safety	14,075	14,415	18,111	3,696
60031.0000 Payroll Adjustment	6,617	-	-	
Salaries & Benefits	**1,398,774**	**1,496,648**	**1,834,675**	**338,027**
62170.0000 Priv Cont Svcs	$ 30,669	$ 34,684	$ 34,684	$
62220.0000 Insurance	43,566	55,284	67,753	12,469
62300.0000 Spec Dept Supl	242	1,500	1,500	
62300.1019 Spec Dept Supl:Leadership Burbank	12,000	-	-	
62310.0000 Office Supplies, Postage & Print	584	3,000	3,000	
62420.0000 Books & Periodicals	159	1,350	1,350	
62440.0000 Off Equip Maint & Rep	3,187	6,000	6,000	
62475.0000 F532 Vehicle Equip Rental Rate	11,960	16,119	23,771	7,652
62485.0000 F535 Communication Rental Rate	8,959	8,959	10,757	1,798
62496.0000 F537 Computer System Rental	57,636	68,479	79,426	10,947
62700.0000 Memberships & Dues	6,936	10,000	10,000	
62710.0000 Travel	6,518	5,200	5,200	
62755.0000 Training-General	17,082	8,000	8,000	
62895.0000 Miscellaneous Expenses	950	2,872	2,872	
Materials, Supplies & Services	**200,448**	**221,447**	**254,313**	**32,866**
Total Expenses	**$ 1,599,222**	**$ 1,718,095**	**$ 2,088,988**	**$ 370,893**

General Fund
Public Information Office
001.CM02A

The Public Information Office (PIO) strives to provide clear, concise, proactive, transparent, and timely information to our residents, businesses, media outlets, and employees. The PIO works with all city departments to facilitate strategic communication of programs, events, and news to the public. As such, the Office has established Guiding Principles that are incorporated into all its efforts. These include:

- Providing transparent and truthful information to Burbank stakeholders with complete, accurate, and timely news that helps make informed decisions.
- Offering open two-way communication to ensure information is accessible throughout the community. Additionally, the PIO solicits and listens to feedback along with providing timely and accurate responses to questions.
- Proactively communicating regular updates on information, major developments, and concerns while striving to explain why things are occurring.
- Creating engagement offering platforms where the community has the opportunity to provide input to City concerns.
- Helping to ensure safety and crisis management by coordinating with City and partnering safety agencies to provide emergency information.
- Creating inclusiveness by striving to ensure everyone who wishes to participate has a chance to do so.

The PIO continues to provide the community with live and recorded access to various public meetings, community forums, local events, public service announcements, and other significant updates through television, YouTube, social media, and short-form video content utilizing Instagram Reels.

The Public Information Office encourages a positive relationship with a variety of news media outlets by releasing notable updates and information promptly and accurately through media advisories, press releases, press conferences, and press tours.

OBJECTIVES

The PIO is committed to being proactive, original, creative, and innovative in our communication design. The following goals for the Office have been established and are in alignment with City Council goals and policies.

- Continue to be a leading source of Burbank information.
- Provide clear and transparent access to City information and happenings.
- Develop social media/digital media campaigns that inform, entice, and engage the community.
- Increase communication with internal employees.
- Continue to provide and interact with the media supplying timely and accurate information.
- Create high-quality production content.
- Increase collaboration with other departments along with the Burbank community.
- Create internal planning and systems to guide the PIO team and marketing sections across other departments.

General Fund
Public Information Office
001.CM02A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**7.000**	**7.500**	**7.500**	
60001.0000 Salaries & Wages	$ 777,191	$ 865,633	$ 984,606	$ 118,974
60006.0000 OT-Nonsafety	1,388	14,254	14,254	
60012.0000 Fringe Bnfts	103,771	161,996	171,544	9,548
60012.1008 Fringe Bnfts:Retiree Benefits	4,691	5,694	6,591	896
60012.1509 Fringe Bnfts:ER Paid PERS	76,414	81,196	89,501	8,304
60012.1528 Fringe Bnfts:Workers Comp	9,016	10,994	9,255	(1,738)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	115,656	152,051	149,676	(2,375)
60015.0000 Wellness Program Reimbursement	495	-	-	
60027.0000 Taxes - Non Safety	11,565	12,758	14,483	1,725
60031.0000 Payroll Adjustment	15,369	-	-	
Salaries & Benefits	**1,115,555**	**1,304,575**	**1,439,910**	**135,334**
62170.0000 Priv Cont Svcs	$ 16,674	$ 44,500	$ 44,500	$
62300.0000 Spec Dept Supl	2,251	2,500	2,500	
62300.1016 Spec Dept Supl:Burbank Channel	104,149	67,595	67,595	
62310.0000 Office Supplies, Postage & Print	1,887	2,500	2,500	
62316.0000 Software & Hardware	-	320	320	
62420.0000 Books & Periodicals	-	100	100	
62435.0000 Gen Equip Maint&Rep	3,436	900	900	
62440.0000 Off Equip Maint & Rep	2,177	2,300	2,300	
62485.0000 F535 Communication Rental Rate	10,190	10,190	11,855	1,665
62496.0000 F537 Computer System Rental	102,903	164,742	164,602	(140)
62617.0000 Marketing & Advertising	4,444	6,400	6,400	
62620.0000 Burbank civic pride	1,020	1,600	1,600	
62700.0000 Memberships & Dues	1,384	4,000	4,000	
62710.0000 Travel	846	1,500	1,500	
62755.0000 Training-General	1,616	4,100	4,100	
62895.0000 Miscellaneous Expenses	1,029	1,693	1,693	
Materials, Supplies & Services	**254,006**	**314,940**	**316,465**	**1,525**
Total Expenses	**$ 1,366,899**	**$ 1,619,515**	**$ 1,756,375**	**$ 136,859**

General Fund
Reprographics Services
001.CM03A

Reprographics Services is the City's in-house print shop. This section assists each and every department in obtaining a wide range of services and printed materials, using a centralized printing facility. In FY 2024-25, the Reprographics Services section transitioned from the Management Services Department to the City Manager's Office.

OBJECTIVES

- Provide fast, reliable, and economical black and white as well as color printing and copying services to all City departments.
- Review printing price agreements for effectiveness.
- Continue to provide Citywide training classes to enhance efficiencies.
- Maintain the Department's commitment to customer service.
- Develop and distribute a service menu to better market reprographic services.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**-**	**3.000**	**3.000**	
60001.0000 Salaries & Wages	$ -	$ 199,212	$ 200,934	$ 1,722
60006.0000 OT-Nonsafety	-	800	800	
60012.0000 Fringe Bnfts	-	73,517	54,879	(18,638)
60012.1008 Fringe Bnfts:Retiree Benefits	-	2,440	2,636	196
60012.1509 Fringe Bnfts:ER Paid PERS	-	18,686	18,265	(421)
60012.1528 Fringe Bnfts:Workers Comp	-	10,314	9,946	(367)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	-	30,783	33,658	2,875
60027.0000 Taxes - Non Safety	-	2,900	2,925	25
Salaries & Benefits	**-**	**338,652**	**324,043**	**(14,609)**
62170.0000 Priv Cont Svcs	$ -	$ 450	$ 450	$
62300.0000 Spec Dept Supl	-	60,704	60,704	
62310.0000 Office Supplies, Postage & Print	-	2,800	2,800	
62435.0000 Gen Equip Maint&Rep	-	129,000	129,000	
62485.0000 F535 Communication Rental Rate	-	4,331	4,757	426
62496.0000 F537 Computer System Rental	-	14,072	15,807	1,735
62755.0000 Training-General	-	150	150	
62895.0000 Miscellaneous Expenses	-	150	150	
63235.1000 Leased Property:Reprographic Eqpt	-	32,000	32,000	
Materials, Supplies & Services	**-**	**243,657**	**245,818**	**2,161**
Total Expenses	**$ -**	**$ 582,309**	**$ 569,860**	**$ (12,449)**

CITY MANAGER
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST I (Z)	1.000	1.000	1.000	
ADM ANALYST II (M)	2.000	2.000	2.000	
AST CTY MGR	1.000	1.000	1.000	
AST TO THE CTY MGR	1.000	1.000	1.000	
COMM MGR	1.000	1.000	1.000	
CTY MGR	1.000	1.000	1.000	
DUPLICATING MACHINE OP	-	1.000	1.000	
EXEC AST	1.000	1.000	1.000	
GRAPHICS MEDIA DESIGNER	1.000	1.000	1.000	
OFFSET PRESS OP	-	1.000	1.000	
PUBLIC INFO SPECIALIST	1.000	1.000	1.000	
SECRETARY TO THE CTY MGR	1.000	1.000	-	(1.000)
SR ADM ANALYST (Z)	-	-	1.000	1.000
SR EXEC AST TO THE CTY MGR	-	-	1.000	1.000
SR VIDEO PROD ASSOC	2.000	2.000	2.000	
SUPVG OFFSET PRESS OP	-	1.000	1.000	
VIDEO PROD ASSOC	-	0.500	0.500	
TOTAL STAFF YEARS	**13.000**	**16.500**	**17.500**	**1.000**

MANAGEMENT SERVICES

MISSION STATEMENT

Management Services is dedicated to promoting organizational effectiveness through creative leadership that is responsive to our community, employees, and the public while providing courteous and quality human resources, employee services, labor relations, safety, and risk management programs in a timely and cost-efficient manner. In order to fulfill our mission to the public, Management Services is committed to fostering positive relationships between City employees and the community by promoting professional development and unity through mutual respect and sensitivity to the diversity of our population.

ABOUT MANAGEMENT SERVICES

The Management Services Department consists of several sections, including Employment Services, General Liability, Employee Services, Labor Relations, Workers' Compensation, and Environmental Health and Safety. The Department provides support services involving a wide range of internal administrative functions to City departments and plays an integral role in enhancing each department's ability to better serve the Burbank community.

OBJECTIVES

The major and underlying mission of the Management Services Department is to ensure that the City in general, and each department in particular, uses its technical, organizational, administrative, and human resources in the most efficient, effective, and economical manner possible. The Department will continue to maintain its commitment to customer service and the focus for each division will continue to be on providing timely and efficient responses to each and every request for information, services, and analytical support.

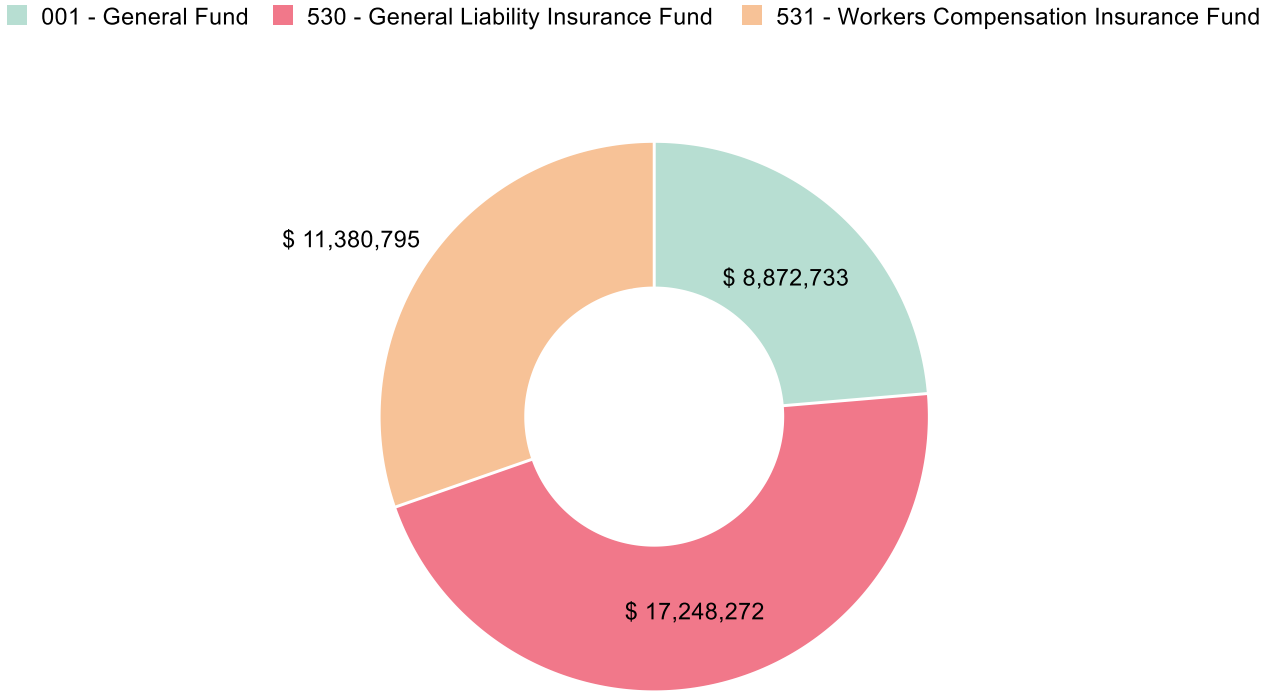
DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**59.497**	**57.497**	**57.497**	
Salaries & Benefits	$ 5,946,700	$ 7,513,021	$ 8,185,369	$ 672,348
Materials, Supplies & Services	32,871,276	27,710,952	29,316,431	1,605,479
TOTAL	**$ 38,817,976**	**$ 35,223,973**	**$ 37,501,800**	**$ 2,277,827**

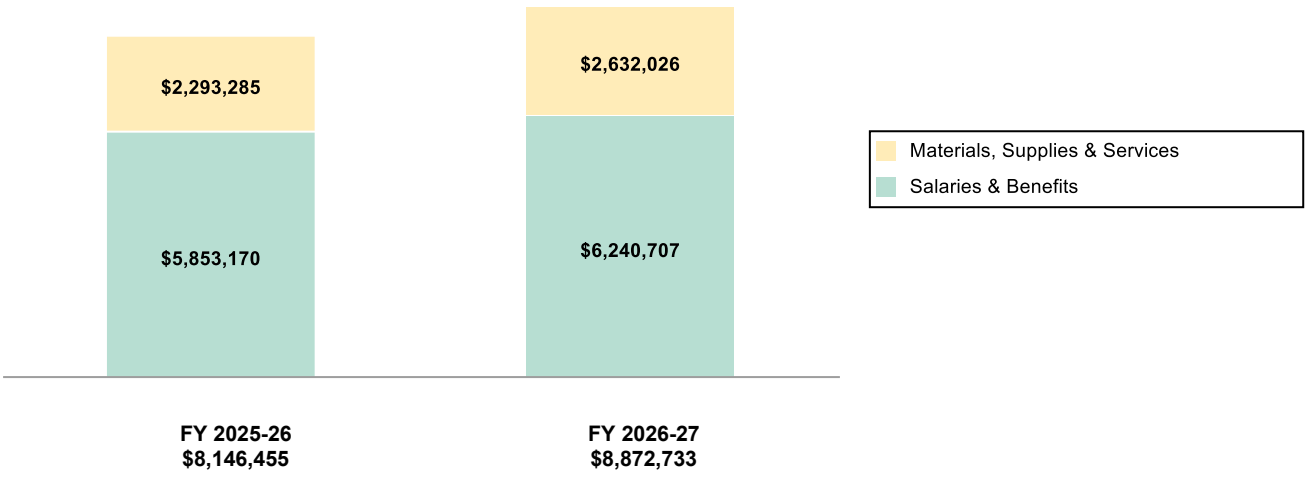
MANAGEMENT SERVICES

Department Summary

FY 2026-27: $ 37,501,800



General Fund Summary



General Fund
General Administration
001.MS01A

General Administration is responsible for the overview of the Management Services Department, including interdivisional and interdepartmental coordination of administrative activities, budget coordination, and public relations. These responsibilities include implementing all Civil Service system responsibilities and complying with state and federal regulations regarding employment law.

OBJECTIVES

- Develop alternatives for more efficient and effective administrative activities.
- Serve as staff support for the Civil Service Board.
- Improve and/or develop procedures to ensure compliance with applicable state and federal legislation.
- Maintain the Department's webpage and keep it updated with current information.
- Coordinate and manage all Departmental activities and ensure excellent service to our customers.
- Provide cost-effective coverage or alternative financial tools to ensure continued City operations, which might otherwise be negatively affected as a result of some unforeseen event.
- Develop and implement metrics to help track and achieve Departmental and Citywide goals.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**4.000**	**4.000**	**4.000**	
60001.0000 Salaries & Wages	$ 460,839	$ 563,434	$ 631,110	$ 67,676
60006.0000 OT-Nonsafety	-	929	929	
60012.0000 Fringe Bnfts	93,742	123,566	131,207	7,641
60012.1008 Fringe Bnfts:Retiree Benefits	2,720	3,254	3,515	261
60012.1509 Fringe Bnfts:ER Paid PERS	43,518	51,616	56,188	4,573
60012.1528 Fringe Bnfts:Workers Comp	9,820	7,000	4,424	(2,576)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	80,904	78,710	91,500	12,790
60022.0000 Car Allowance	4,540	4,488	6,000	1,512
60027.0000 Taxes - Non Safety	6,668	8,006	8,989	984
60031.0000 Payroll Adjustment	5,091	-	-	
Salaries & Benefits	**707,843**	**841,002**	**933,863**	**92,861**
62085.0000 Other Professional Svcs	$ 85,296	$ 50,000	$ 48,055	$ (1,945)
62220.0000 Insurance	130,970	195,999	511,896	315,897
62300.0000 Spec Dept Supl	2,536	3,000	3,000	
62310.0000 Office Supplies, Postage & Print	5,571	6,250	6,250	
62420.0000 Books & Periodicals	208	1,000	1,000	
62440.0000 Off Equip Maint & Rep	-	500	500	
62455.0000 Equipment Rental	1,115	2,500	2,500	
62475.0000 F532 Vehicle Equip Rental Rate	-	9,841	10,226	385
62485.0000 F535 Communication Rental Rate	7,939	7,939	10,465	2,526
62496.0000 F537 Computer System Rental	141,776	137,865	150,899	13,034
62700.0000 Memberships & Dues	4,364	4,433	4,433	
62710.0000 Travel	8,425	7,099	7,099	
62755.0000 Training-General	24,992	26,135	26,135	
62895.0000 Miscellaneous Expenses	1,748	1,614	1,614	
Materials, Supplies & Services	**414,940**	**454,175**	**784,072**	**329,897**
Total Expenses	**$ 1,122,783**	**$ 1,295,177**	**$ 1,717,935**	**$ 422,758**

General Fund
Reprographics Printing Services
001.MS01B

Reprographics Services is the City's in-house print shop. This section assists each and every department in obtaining a wide range of services and printed materials, using a centralized printing facility. In FY 2024-25, the Reprographics Services section transitioned from the Management Services Department to the City Manager's Office.

OBJECTIVES

- Provide fast, reliable, and economical black and white as well as color printing and copying services to all City departments.
- Review printing price agreements for effectiveness.
- Continue to provide Citywide training classes to enhance efficiencies.
- Maintain the Department's commitment to customer service.
- Develop and distribute a service menu to better market reprographic services.

	EXPENDITURES FY 2024-25	BUDGET FY 2025- 26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
60001.0000 Salaries & Wages	$ 156,922	$ -	$ -	$
60012.0000 Fringe Bnfts	44,452	-	-	
60012.1008 Fringe Bnfts:Retiree Benefits	2,720	-	-	
60012.1509 Fringe Bnfts:ER Paid PERS	16,093	-	-	
60012.1528 Fringe Bnfts:Workers Comp	17,100	-	-	
60012.1531 Fringe Bnfts:ER Paid PERS UAL	33,447	-	-	
60015.0000 Wellness Program Reimbursement	248	-	-	
60027.0000 Taxes - Non Safety	2,237	-	-	
60031.0000 Payroll Adjustment	2,218	-	-	
Salaries & Benefits	**275,436**	**-**	**-**	
62300.0000 Spec Dept Supl	$ 27,773	$ -	$ -	$
62310.0000 Office Supplies, Postage & Print	221	-	-	
62435.0000 Gen Equip Maint&Rep	56,475	-	-	
62485.0000 F535 Communication Rental Rate	4,331	-	-	
62496.0000 F537 Computer System Rental	29,602	-	-	
Materials, Supplies & Services	**118,402**	**-**	**-**	
Total Expenses	**$ 393,838**	**-**	**-**	

General Fund
Live Scan
001.MS01C

This revenue offset program fulfills the mandated Department of Justice (DOJ) fingerprint screening process for background investigation on prospective City employees and volunteers, as well as other outside individuals and non-profit agencies. Live Scan, ink fingerprinting, and notary services are offered to the general public, generating additional revenue through related fees. A fee is charged for fingerprinting volunteers and applicants from outside organizations such as the Burbank Unified School District (BUSD), the Department of Motor Vehicles (DMV), the Department of Real Estate, Notary Publics, Board of Teacher Credentialing, private schools, Department of Social Services and others. This program also disburses Burbank Fire Corps applications.

OBJECTIVES

- Continue to maintain high-quality fingerprinting processing for prospective employees, City volunteers, and the public.
- Continue to process Parks and Recreation Services and Fire Corps volunteer applications.
- Maintain the Department's commitment to customer service.
- Increase Live Scan revenue by exploring new marketing strategies.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**1.000**	**1.000**	**1.000**	
60001.0000 Salaries & Wages	$ 75,228	$ 83,416	$ 83,416	$
60012.0000 Fringe Bnfts	21,948	25,265	25,089	(177)
60012.1008 Fringe Bnfts:Retiree Benefits	907	813	879	65
60012.1509 Fringe Bnfts:ER Paid PERS	7,278	7,824	7,583	(242)
60012.1528 Fringe Bnfts:Workers Comp	2,885	2,711	2,528	(184)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	13,919	15,720	15,313	(407)
60015.0000 Wellness Program Reimbursement	248	-	-	
60027.0000 Taxes - Non Safety	1,050	1,210	1,210	
Salaries & Benefits	**123,461**	**136,960**	**136,016**	**(944)**
62145.0000 Identification Services	$ 34,085	$ 45,000	$ 45,000	$
62170.0000 Priv Cont Svcs	514	2,500	2,500	
62496.0000 F537 Computer System Rental	7,507	10,714	12,322	1,608
Materials, Supplies & Services	**42,106**	**58,214**	**59,822**	**1,608**
Total Expenses	**$ 165,567**	**$ 195,174**	**$ 195,838**	**$ 664**

General Fund
Labor Relations
001.MS01E

Labor Relations is responsible for establishing current labor contracts and maintaining positive employer-employee relations; interpreting rules, regulations and policies; conducting investigations into allegations of harassment, discrimination, or retaliation; and ensuring compliance with the Americans with Disabilities Act (ADA).

OBJECTIVES

- Maintain effective employee relations with the collective bargaining groups.
- Prepare for negotiations with applicable unions.
- Continue to engage in a timely, good-faith ADA interactive process with employees and residents.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**3.000**	**3.000**	**3.000**	
60001.0000 Salaries & Wages	$ 176,034	$ 381,189	$ 420,522	$ 39,334
60012.0000 Fringe Bnfts	21,769	61,604	95,976	34,372
60012.1008 Fringe Bnfts:Retiree Benefits	1,813	2,440	2,636	196
60012.1509 Fringe Bnfts:ER Paid PERS	18,835	35,756	38,225	2,470
60012.1528 Fringe Bnfts:Workers Comp	4,526	4,841	3,953	(888)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	40,110	68,404	40,805	(27,599)
60027.0000 Taxes - Non Safety	2,814	5,527	6,098	570
60031.0000 Payroll Adjustment	11,621	-	-	
Salaries & Benefits	**277,521**	**559,761**	**608,216**	**48,455**
62085.0000 Other Professional Svcs	$ 278,801	$ 100,000	$ 100,000	$
62125.0000 Medical Services	8,000	8,000	8,000	
62496.0000 F537 Computer System Rental	40,531	45,897	46,773	876
Materials, Supplies & Services	**327,332**	**153,897**	**154,773**	**876**
Total Expenses	**$ 604,853**	**$ 713,658**	**$ 762,989**	**$ 49,331**

General Fund
Youth Employment
001.MS02C

The Youth Employment section provides funds for training programs and paid work opportunities for young individuals in our community between the ages of 14 and 21. Staff creates and maintains a youth workforce development program and information network using existing City resources; public-private partnerships; community organizations; State, Federal, and local legislative and policy-making entities; Burbank Unified School District (BUSD); Burbank Chamber of Commerce; and local businesses.

OBJECTIVES

- Continue to provide work-related training to youth to help them enhance their employment-seeking and performance skills.
- Coordinate the Workforce Innovation and Opportunity Act (WIOA), Workability, and Foothill Special Education Local Plan Area (SELPA) programs to address the needs of youth with disabilities and to place students in paid work experience positions.
- Continue to provide paid City internships and life-skills training for at-risk youth.
- Apply for grants to provide work experience and training to local youth.
- Continue to develop and expand the effectiveness and types of programs and training available to youth, at-risk youth, students, and other workers.
- Provide effective and appropriate job and life-skills training, career exploration, and work experience to participants in the City's youth employment programs.
- Provide greater employment opportunities for local youth (ages 14-21) by increasing our funding sources through outside grants, donations, sponsorships, fundraisers, and local business interests.
- Further enhance the City's youth employment programs by increasing our collaborative efforts with local businesses, BUSD, City of Glendale, Chamber of Commerce, Career Technical Education, the National Academy Foundation, and other agencies.
- Maintain the Department's commitment to customer service.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**13.387**	**13.387**	**13.387**	
60001.0000 Salaries & Wages	$ 330,763	$ 550,007	$ 550,007	$
60006.0000 OT-Nonsafety	162	-	-	
60012.0000 Fringe Bnfts	20,045	116,917	111,503	(5,414)
60012.1008 Fringe Bnfts:Retiree Benefits	12,135	10,583	11,764	1,181
60012.1509 Fringe Bnfts:ER Paid PERS	9,523	51,767	50,167	(1,599)
60012.1528 Fringe Bnfts:Workers Comp	22,457	20,029	17,327	(2,703)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	20,063	15,609	19,904	4,295
60027.0000 Taxes - Non Safety	5,097	7,975	7,975	
60031.0000 Payroll Adjustment	8,895	-	-	
Salaries & Benefits	**429,141**	**772,887**	**768,647**	**(4,240)**
62300.0000 Spec Dept Supl	$ 8,086	$ 6,000	$ 6,000	$
62310.0000 Office Supplies, Postage & Print	4,170	7,350	7,350	
62455.0000 Equipment Rental	-	2,000	2,000	
62496.0000 F537 Computer System Rental	60,875	66,137	79,151	13,014
62755.0000 Training-General	6,780	4,520	4,520	
62895.0000 Miscellaneous Expenses	6,320	2,861	2,861	
Materials, Supplies & Services	**86,232**	**88,868**	**101,882**	**13,014**
Total Expenses	**$ 515,373**	**$ 861,755**	**$ 870,529**	**$ 8,774**

General Fund
Employment Services
001.MS02D

Employment Services is responsible for the City's centralized recruitment and selection, Equal Employment Opportunity (EEO) program, youth employment programs, and adult employment, including, but not limited to, posting employment opportunities. Additionally, this section includes the Mail Center, which is responsible for sorting and delivering U.S. and inter-City mail, as well as United Parcel Service and FedEx packages.

OBJECTIVES

- Provide information and assistance to those individuals seeking employment with the City of Burbank.
- Assist individuals with the City's online employment application process through training videos and hands-on assistance.
- Further enhance the City's cultural diversity and increase the participation of minorities and women in the workforce.
- Continue to enhance the Online Employment Center in an effort to ease use by all applicants.
- Continue to administer the City's various youth employment programs.
- Maintain the Department's commitment to customer service.

General Fund
Employment Services
001.MS02D

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**10.950**	**10.950**	**10.950**	
60001.0000 Salaries & Wages	$ 620,217	$ 1,057,867	$ 1,016,079	$ (41,788)
60006.0000 OT-Nonsafety	1,966	6,000	6,745	745
60012.0000 Fringe Bnfts	94,701	226,509	219,133	(7,376)
60012.1008 Fringe Bnfts:Retiree Benefits	8,113	8,915	9,622	707
60012.1509 Fringe Bnfts:ER Paid PERS	62,380	83,569	86,098	2,529
60012.1528 Fringe Bnfts:Workers Comp	23,417	21,929	20,375	(1,554)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	131,876	130,882	130,947	65
60027.0000 Taxes - Non Safety	9,138	12,865	13,679	814
60031.0000 Payroll Adjustment	654	-	-	
Salaries & Benefits	**952,462**	**1,548,536**	**1,502,678**	**(45,858)**
62085.0000 Other Professional Svcs	$ 5,185	$ 7,000	$ 7,000	$
62125.0000 Medical Services	105,016	100,000	100,000	
62145.0000 Identification Services	37,723	32,000	32,000	
62170.0000 Priv Cont Svcs	60,793	92,000	92,000	
62300.0000 Spec Dept Supl	301	7,590	7,590	
62310.0000 Office Supplies, Postage & Print	20,175	63,000	63,000	
62310.1000 Office Supplies, Postage & Print:P	101,491	82,000	82,000	
62310.1001 Office Supplies, Postage & Print:P	70,082	110,000	110,000	
62316.0000 Software & Hardware	67,040	44,000	40,000	(4,000)
62420.0000 Books & Periodicals	-	500	500	
62440.0000 Off Equip Maint & Rep	-	3,730	3,730	
62455.0000 Equipment Rental	8,751	13,175	13,175	
62470.0000 F533 Office Equip Rental Rate	3,720	3,720	3,720	
62475.0000 F532 Vehicle Equip Rental Rate	12,360	7,384	9,210	1,826
62485.0000 F535 Communication Rental Rate	10,912	10,912	12,806	1,894
62496.0000 F537 Computer System Rental	80,425	117,243	110,961	(6,282)
62520.0000 Public Information	70,379	55,000	55,000	
62520.1005 Public Information:Advertising	399	5,000	5,000	
62700.0000 Memberships & Dues	-	900	900	
62710.0000 Travel	1,231	1,000	1,000	
62755.0000 Training-General	1,115	1,000	1,000	
62895.0000 Miscellaneous Expenses	11,095	8,400	8,400	
Materials, Supplies & Services	**668,193**	**765,554**	**758,992**	**(6,562)**
Total Expenses	**$ 1,620,655**	**$ 2,314,090**	**$ 2,261,670**	**$ (52,420)**

General Fund
Employee Services
001.MS02E

Employee Services is responsible for carrying out City policies in processing employee benefits, processing all personnel changes, maintaining the Classification and Compensation Plan, developing and administering Citywide training programs, supporting Employee Assistance Program services, and ensuring compliance with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

OBJECTIVES

- Ensure continued compliance with the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) including accurate tracking and timely notifications.
- Negotiate new insurance contracts, where necessary, for better benefits, rates, and service.
- Continue to review and revise job specifications for all classifications in the Classification and Compensation Plan.
- Continue to review, enhance, and track Citywide training, to maintain current levels and expand supervisory/leadership training.
- Confidentially assist employees and their immediate families in times of crisis.
- Update the Department's webpage with current classifications, organizational charts, and salary schedule information.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**10.160**	**10.160**	**10.160**	
60001.0000 Salaries & Wages	$ 857,726	$ 929,925	$ 1,066,071	$ 136,146
60012.0000 Fringe Bnfts	171,998	210,181	235,299	25,118
60012.1008 Fringe Bnfts:Retiree Benefits	6,493	8,265	8,928	663
60012.1509 Fringe Bnfts:ER Paid PERS	88,814	87,370	97,053	9,684
60012.1528 Fringe Bnfts:Workers Comp	21,945	20,822	20,549	(273)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	144,416	161,629	178,122	16,493
60027.0000 Taxes - Non Safety	12,876	13,484	15,458	1,974
60031.0000 Payroll Adjustment	16,265	-	-	
Salaries & Benefits	**1,320,533**	**1,431,676**	**1,621,480**	**189,804**
62170.0000 Priv Cont Svcs	$ 32,402	$ 10,000	$ 10,000	$
62310.0000 Office Supplies, Postage & Print	6,779	6,250	6,250	
62455.0000 Equipment Rental	2,231	7,500	7,500	
62485.0000 F535 Communication Rental Rate	1,953	1,953	2,049	96
62496.0000 F537 Computer System Rental	42,827	47,332	58,922	11,590
62760.0000 Training - Citywide	118,089	125,000	120,138	(4,862)
62895.0000 Miscellaneous Expenses	968	1,613	1,613	
Materials, Supplies & Services	**205,249**	**199,648**	**206,472**	**6,824**
Total Expenses	**$ 1,525,782**	**$ 1,631,324**	**$ 1,827,952**	**$ 196,628**

General Fund
Environmental Health and Safety
001.MS03A

Environmental Health and Safety Division administers the City's Injury and Illness Prevention Program (IIPP). The Environmental Health and Safety function is responsible for the safety of all City employees and ensures compliance with all federal and state safety regulations to reduce all injuries and illnesses.

OBJECTIVES

- Monitor the City Safety Program for compliance with Senate Bill (SB) 198 (Injury and Illness Prevention Program).
- Review all accidents for cause and make recommendations for preventing recurrence.
- Manage disposal of hazardous waste generated by City departments and maintain legal documents.
- Administers and manages the Department of Transportation (DOT) Drug and Alcohol Program for all City-employed commercial drivers.
- Actively participate in all Department Safety Committee meetings and encourage employee feedback on safety and health concerns.
- Conduct and coordinate Citywide safety training as required by the California Occupational Safety and Health Administration, or Cal-OSHA.
- Continue the Citywide facility inspection program to identify and correct workplace hazards.
- Conduct, as necessary, ergonomic assessments of office workstations and field operations.
- Continue to participate in pre-construction IIPP meetings to address safety concerns before the commencement of any construction project.
- Maintain the Department's commitment to customer service.
- Deploy injury resources for employees.

General Fund
Environmental Health and Safety
001.MS03A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**3.500**	**3.500**	**3.500**	
60001.0000 Salaries & Wages	$ 462,628	$ 348,584	$ 421,090	$ 72,506
60006.0000 OT-Nonsafety	-	250	250	
60012.0000 Fringe Bnfts	81,545	87,662	105,792	18,131
60012.1008 Fringe Bnfts:Retiree Benefits	3,331	2,847	3,076	229
60012.1509 Fringe Bnfts:ER Paid PERS	43,640	32,697	37,636	4,939
60012.1528 Fringe Bnfts:Workers Comp	5,241	5,462	5,078	(383)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	58,482	79,788	90,776	10,988
60027.0000 Taxes - Non Safety	6,719	5,058	6,109	1,051
60031.0000 Payroll Adjustment	11,505	-	-	
Salaries & Benefits	**673,090**	**562,347**	**669,807**	**107,460**
62085.0000 Other Professional Svcs	$ -	$ 22,000	$ 22,000	$
62125.0000 Medical Services	168,654	246,141	246,141	
62210.0000 Drug And Alcohol Compliance (DOT	-	14,000	14,000	
62300.0000 Spec Dept Supl	179	1,700	1,700	
62310.0000 Office Supplies, Postage & Print	4,525	3,647	3,647	
62420.0000 Books & Periodicals	-	812	812	
62440.0000 Off Equip Maint & Rep	-	243	243	
62455.0000 Equipment Rental	3,470	9,220	9,220	
62475.0000 F532 Vehicle Equip Rental Rate	3,463	-	-	
62485.0000 F535 Communication Rental Rate	3,694	3,694	3,293	(401)
62496.0000 F537 Computer System Rental	38,502	63,932	63,107	(825)
62635.0000 Emerg Prep	8,460	9,500	9,500	
62700.0000 Memberships & Dues	1,024	1,715	1,715	
62710.0000 Travel	5,250	2,584	2,584	
62745.0000 Safety Program	103,062	146,291	140,601	(5,690)
62755.0000 Training-General	11,994	9,450	9,450	
62770.0000 Hazardous Materials Disposal	39,064	36,000	36,000	
62895.0000 Miscellaneous Expenses	401	2,000	2,000	
Materials, Supplies & Services	**391,742**	**572,929**	**566,013**	**(6,916)**
Total Expenses	**$ 1,064,832**	**$ 1,135,276**	**$ 1,235,820**	**$ 100,544**

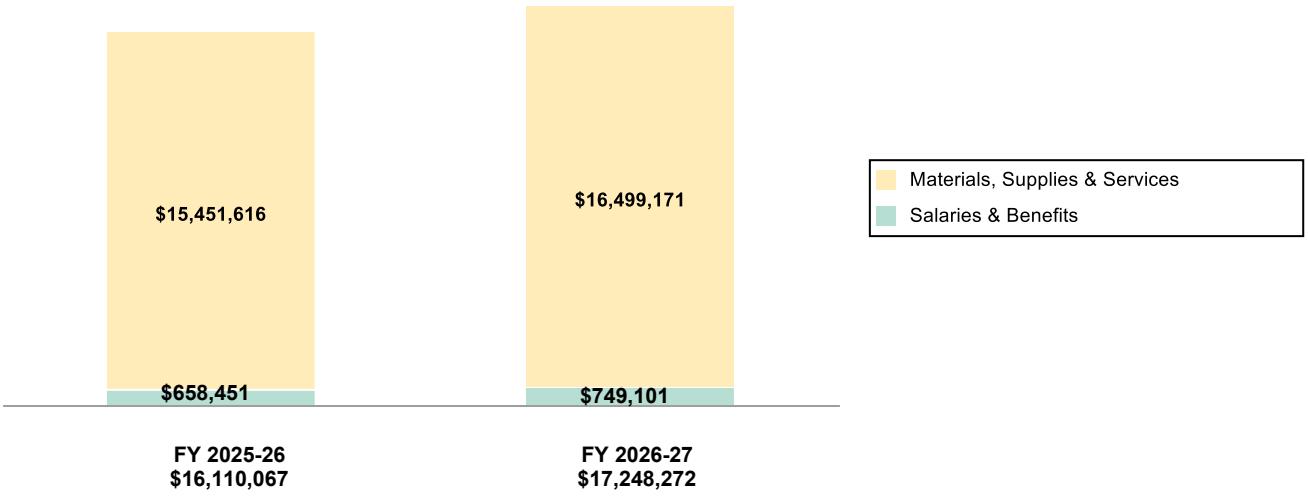
General Liability Insurance Fund
Risk Management
530.MS04A

This fund provides a centralized funding mechanism that protects the City's assets through a comprehensive risk management program. The total cost of the Fund is charged to the departments through their 62220 account line-item charges. The General Liability Insurance Fund covers the cost of Citywide insurance premiums and self-insurance programs, including general liability, property, earthquake, crime, volunteer, accidental death and dismemberment, and related broker services. The Fund also covers the cost of all litigated and non-litigated general liability claims against the City, including defense costs, settlements, judgments, and civil service arbitrations. The Management Services Department, Risk Management and Safety Division, administers the General Liability Insurance Fund.

CHANGES FROM PRIOR YEAR

The insurance account was increased by $960,000 to cover increases driven by continued market volatility, including higher claim severity across the industry and reduced carrier appetite, all of which have contributed to upward pressure on premiums.

Management Services General Liability Insurance Fund Summary



General Liability Insurance Fund
Risk Management
530.MS04A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**4.000**	**4.500**	**4.500**	
60001.0000 Salaries & Wages	$ 344,574	$ 439,272	$ 504,472	$ 65,200
60012.0000 Fringe Bnfts	61,968	110,579	104,549	(6,029)
60012.1008 Fringe Bnfts:Retiree Benefits	2,720	3,254	3,954	701
60012.1509 Fringe Bnfts:ER Paid PERS	34,348	41,204	45,857	4,653
60012.1528 Fringe Bnfts:Workers Comp	4,259	5,579	4,742	(837)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	56,175	45,894	71,912	26,018
60012.1532 Fringe Bnfts:PERS One Time Pay	12,600	6,300	6,300	
60027.0000 Taxes - Non Safety	5,098	6,369	7,315	945
60031.0000 Payroll Adjustment	4,031	-	-	
Salaries & Benefits	**525,773**	**658,451**	**749,101**	**90,651**
62055.0000 Ext Legal Svcs	$ 169,225	$ 345,000	$ 345,000	$
62070.1001 Litigation:Civil Service	19,135	100,000	100,000	
62085.0000 Other Professional Svcs	412,840	525,000	525,000	
62115.0000 Contingency Reserve-Airport Lit	-	10,000	10,000	
62220.0000 Insurance	8,694,668	10,150,000	11,110,000	960,000
62220.1000 Insurance:Accid Death & Dismbr	-	100,000	100,000	
62220.1005 Insurance:Special Event	-	3,000	3,000	
62235.0000 Services of Other Dept-Indirect	722,217	906,803	980,617	73,814
62316.0000 Software & Hardware	714	60,000	60,000	
62485.0000 F535 Communication Rental Rate	1,444	1,444	2,854	1,410
62496.0000 F537 Computer System Rental	61,477	47,869	60,200	12,331
62710.0000 Travel	-	750	750	
62755.0000 Training-General	-	1,500	1,500	
62875.0000 Judg-Unins Loss	12,690,839	3,000,000	3,000,000	
62875.1001 Judg-Unins Loss:Chng in Liab	1,282,260	-	-	
62890.0000 Unemployment insurance	20,354	200,000	200,000	
62895.0000 Miscellaneous Expenses	110	250	250	
Materials, Supplies & Services	**24,075,283**	**15,451,616**	**16,499,171**	**1,047,555**
Total Expenses	**$ 24,601,056**	**$ 16,110,067**	**$ 17,248,272**	**$ 1,138,206**

Workers' Compensation Insurance Fund
Risk Management
531.MS04A

This fund provides for the City's Workers' Compensation Program in an effort to help reduce costs and better serve City employees. Each department contributes to this Fund through the applicable expenditure accounts. The Management Services Department, Risk Management and Safety Division administers this Fund.

The City currently covers all claims up to the first two million dollars, and the Fund also covers the costs of purchasing excess Workers' Compensation. Other costs that fall under this Fund include Riskonnect, Inc., formerly known as Ventiv Tech, which hosts Valley Oaks System (IVOS), the City's claim management software; professional services such as training and medical services for first aid administered immediately after a minor injury; and the State Self Insurance Fee, which is the amount the City pays to the State in order to be self-insured.

The largest portion of the Fund covers direct costs for Workers' Compensation claims incurred by City employees, including the following expenses:

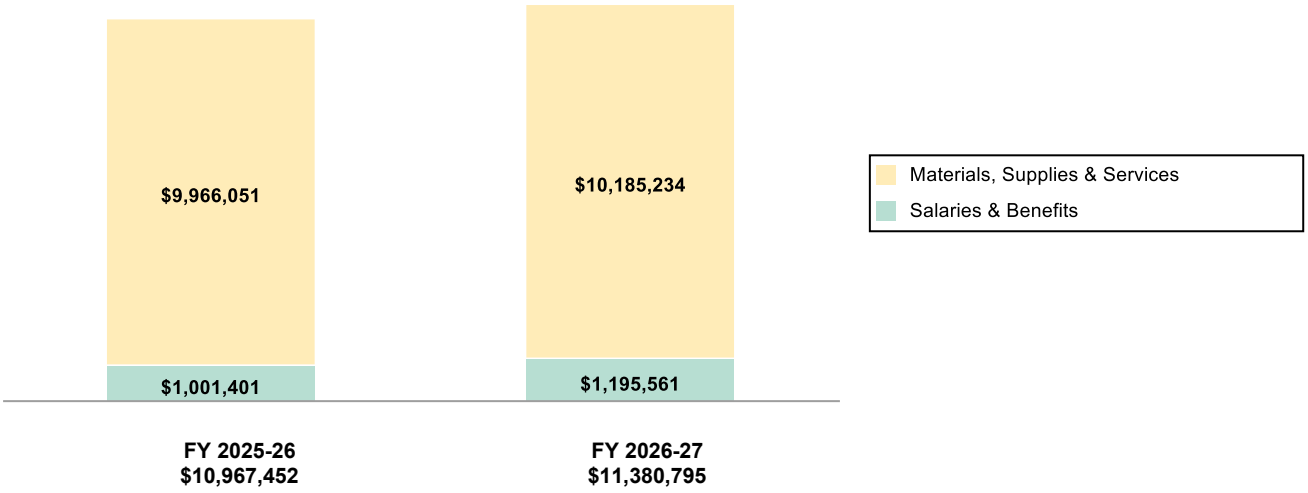
- Medical - This portion of the Fund covers payments for doctors, physicians, hospitals, diagnostic testing centers, surgeries, post-operative care, physical therapy, acupuncture, pharmaceuticals, and chiropractic care for all claims and future medical claims with medical care provisions for life. The Fund also covers the cost of bill review charges, the City's utilization review management program, as well as nurse care management when necessary.
- Salary Continuation - This portion of the Fund covers salary continuation for authorized leave due to a work injury. Safety members are entitled to 4850 benefits for up to one year of full salary. Miscellaneous employees receive up to six months of their full salary. Once that length of time is exceeded and the employee is still authorized to be off work, the benefits are then paid as Temporary Total Disability benefits, which is 2/3 of an employee's salary with a maximum payout of $1,764.11 per week. This is an increase of $83.82 per week as of January 1, 2026, and is subject to increase each year. This benefit is not to exceed 104 weeks.
- Permanent Disability - Permanent Disability (PD) is any lasting disability from a work injury or illness that affects an employee's ability to earn a living. This Fund covers PD benefits, advances, life pension awards, and final awards.
- Legal Expenses - This portion of the Fund covers claims that are litigated and require outside counsel. The City has a legal panel of six law firms specializing in various forms of California Workers' Compensation to assist with litigation.
- Photocopying Services - This covers photocopying of our files and offsite medical records as well as any deposition-related fees.
- Investigative Services - This portion of the Fund covers all investigative needs required to justify all Workers' Compensation claims by way of statements, data searches, and surveillance.

OBJECTIVES

- The Workers' Compensation Division has the responsibility to safeguard the City's financial exposure.
- The Workers' Compensation Division shall investigate, determine, pursue the information needed, and take the appropriate actions needed to mitigate and move the claim toward a conclusion.
- Provide benefits to injured employees as expeditiously as possible to mitigate the negative impact of injury or disability.
- Complete Workers' Compensation audits to effectuate efficiencies and cost-saving measures.
- Maintain the Department's commitment to customer service.

Workers' Compensation Insurance Fund
Risk Management
531.MS04A

Management Services Workers' Compensation Insurance Fund Summary



Workers' Compensation Insurance Fund
Risk Management
531.MS04A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**-**	**7.000**	**7.000**	
60001.0000 Salaries & Wages	$ 442,629	$ 685,420	$ 813,724	$ 128,305
60006.0000 OT-Nonsafety	-	3,354	3,354	
60012.0000 Fringe Bnfts	66,103	145,454	166,081	20,627
60012.1008 Fringe Bnfts:Retiree Benefits	6,130	5,287	6,151	864
60012.1509 Fringe Bnfts:ER Paid PERS	46,698	64,247	73,924	9,677
60012.1528 Fringe Bnfts:Workers Comp	9,766	11,623	10,992	(631)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	56,453	64,928	98,386	33,458
60012.1532 Fringe Bnfts:PERS One Time Pay	22,200	11,100	11,100	
60027.0000 Taxes - Non Safety	6,107	9,987	11,848	1,860
60031.0000 Payroll Adjustment	5,354	-	-	
Salaries & Benefits	**661,440**	**1,001,401**	**1,195,561**	**194,160**
62085.0000 Other Professional Svcs	$ 38,003	$ 157,105	$ 157,105	$
62125.0000 Medical Services	1,699	20,000	20,000	
62170.0000 Priv Cont Svcs	13,611	11,000	11,000	
62220.0000 Insurance	424,093	443,750	443,750	
62220.1004 Insurance:State Self-Ins Fee	104,834	488,451	488,451	
62235.0000 Services of Other Dept-Indirect	733,371	778,425	830,091	51,666
62310.0000 Office Supplies, Postage & Print	2,692	5,000	5,000	
62316.0000 Software & Hardware	218,332	159,442	159,442	
62420.0000 Books & Periodicals	515	2,248	2,248	
62440.0000 Off Equip Maint & Rep	-	1,000	1,000	
62455.0000 Equipment Rental	280	4,000	4,000	
62485.0000 F535 Communication Rental Rate	5,052	5,052	6,659	1,607
62496.0000 F537 Computer System Rental	38,302	79,691	245,601	165,910
62700.0000 Memberships & Dues	2,000	2,000	2,000	
62710.0000 Travel	1,393	6,580	6,580	
62755.0000 Training-General	8,948	6,500	6,500	
62880.1000 WC Ins Claim Res:Claim Pymts	5,268,128	6,000,000	6,000,000	
62880.1001 WC Ins Claim Res:Chng in Liab	(2,155,318)	-	-	
62884.0000 Indus Disab Rtmt	206,372	300,000	300,000	
62884.1000 Indus Disab Rtmt:OAH-Admin Hrgs	-	52,000	52,000	
62885.0000 WC Statutory Reimb (TDISA)	1,527,453	1,442,607	1,442,607	
62895.0000 Miscellaneous Expenses	271	1,200	1,200	
Materials, Supplies & Services	**6,440,032**	**9,966,051**	**10,185,234**	**219,183**
Total Expenses	**$ 7,101,472**	**$ 10,967,452**	**$ 11,380,795**	**$ 413,343**

MANAGEMENT SERVICES
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST I (Z)	1.000	1.000	1.000	
ADM ANALYST II (Z)	7.000	10.000	10.000	
AST MGT SRVS DIR	2.000	2.000	2.000	
AST MGT SRVS DIR-RK MGT&SFTY	0.500	1.000	1.000	
DEI MANAGER	-	1.000	-	(1.000)
DUPLICATING MACHINE OP	1.000	-	-	
ENVIRONMENTAL HEALTH & SFTY CORD	1.000	1.000	1.000	
ENVIRONMENTAL HEALTH & SFTY OFCR	1.000	1.000	1.000	
EXEC AST	1.000	1.000	1.000	
HR MGR	2.000	2.000	3.000	1.000
HR SPECIALIST	1.000	1.000	1.000	
HR TECH I	5.000	7.000	7.000	
HR TECH II	2.000	2.000	2.000	
INTERMEDIATE CLK	3.000	2.000	2.000	
MAIL RM AST	1.450	1.450	1.450	
MGT SRVS DIR	1.000	1.000	1.000	
OFFSET PRESS OP	1.000	-	-	
PROPOSED JOB - Z GROUP	1.000	-	-	
SIGN LANG INTERPRETER	0.150	0.150	0.150	
SR ADM ANALYST (Z)	1.000	3.000	3.000	
SUPVG OFFSET PRESS OP	1.000	-	-	
WK TRAINEE I	2.460	1.460	1.460	
WORKERS' COMP ADMSTR	-	1.000	1.000	
WORKERS' COMP AND RK MGT REP I	-	1.000	1.000	
WORKERS' COMP REP II	-	1.000	1.000	
WORKERS' COMP REP III	-	3.000	3.000	
YOUTH EMPLOYMT CORD	0.500	0.500	0.500	
YOUTH EMPLOYMT JR TEAM LDR	0.644	0.644	0.644	
YOUTH EMPLOYMT TEAM LDR	0.808	0.808	0.808	
YOUTH SRVS WKR	10.485	10.485	10.485	
TOTAL STAFF YEARS	**48.997**	**57.497**	**57.497**	

FINANCIAL SERVICES

MISSION STATEMENT

The Financial Services Department is committed to quality and excellence, ensuring the financial integrity of the City and its related agencies while providing efficient, courteous service.

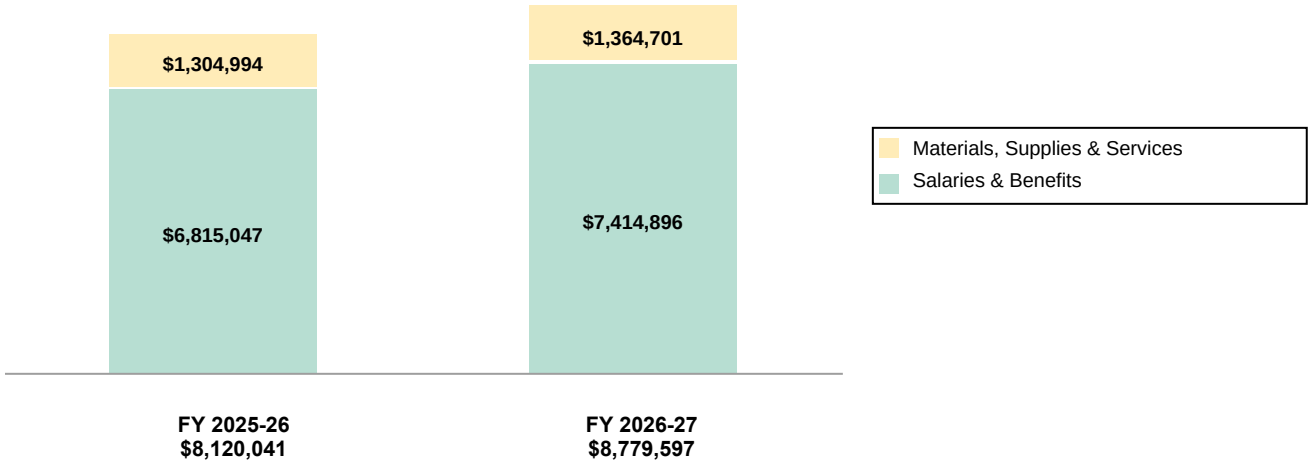
ABOUT FINANCE

The Financial Services Department is responsible for providing quantitative financial information as well as qualitative fiscal management of City funds. This enables the City Council, City departments, and agencies to make informed decisions on the allocation of available resources through the careful analysis of revenues and expenditures. The department also maintains a balanced City budget and provides the City's financial condition and the results of its operations in the fiscal year-end Annual Comprehensive Financial Report (ACFR).

The department provides a wide range of services including budget, procurement, accounts receivable and revenue collection, fixed asset management, payroll, accounts payable, accounting, deferred compensation administration, Public Employees' Retirement System (PERS) reporting, debt management, and internal audit management.

DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**40.000**	**40.000**	**41.000**	**1.000**
Salaries & Benefits	$ 5,667,437	$ 6,815,047	$ 7,414,896	$ 599,849
Materials, Supplies & Services	1,141,348	1,304,994	1,364,701	59,707
TOTAL	**$ 6,808,785**	**$ 8,120,041**	**$ 8,779,597**	**$ 659,556**



General Fund
Administration and Accounting Services Division
001.FN01A

The Administration and Accounting Services Division is made up of four sections: Administration, Accounting, Budget, and Revenue. The Administration Section provides support to the operations of all divisions within the Financial Services Department, including the development of long-range financial planning, the coordination of the department's technology improvements, and other special projects.

The Accounting Section is responsible for the development, implementation, and maintenance of effective financial accounting systems and controls. It is also responsible for the management of the City's internal audit program, debt management, accounting, and financial reporting. The Section provides for management control over the City's financial operations to present fairly, and with full disclosure on a timely basis, the financial position of the City.

The Budget section is responsible for the preparation, development, and publication of the Annual Adopted Budget and the Capital Improvement Program (CIP) documents. The Budget staff works with all City departments in obtaining revenue estimates, analyzing expenditures, and assisting with budget amendments during the fiscal year. This section also provides reports regarding the financial status of the City during the fiscal year.

The Revenue section manages and forecasts the City's financial operations by monitoring key revenue streams, including Sales, Property, and Utility User's Taxes. The division is also responsible for accounts receivable and the collection of citywide delinquent accounts to ensure fiscal stability and maximize resource recovery. Additionally, this section administers Transient Occupancy and Transient Parking taxes, coordinating specialized audits alongside City consultants. To ensure transparency and cost recovery, the Revenue section also maintains the comprehensive Citywide Fee Schedule for all municipal services.

OBJECTIVES

- Prepare, publish, and maintain a balanced Annual Operating and CIP Budget.
- Monitor potential economic impacts to Burbank from the State budget and other State and Federal legislation and recommend and/or take measures to mitigate or minimize those impacts.
- Issue the Annual Comprehensive Financial Report (ACFR) that meets the Government Finance Officers Association (GFOA) award program guidelines for excellence in financial reporting.
- Coordinate the annual cost allocation plan.
- Provide the City Manager and City Council with ongoing status reports on the City's financial condition.
- Complete the annual State Controller's Reports, Street Reports, Recognized Obligation Payment Schedule (ROPS) and other required State and Federal financial reporting within applicable deadlines.
- Work with Information Technology to provide support for the City's Enterprise Resource Planning (ERP) software, and provide training to departments as needed.
- Work with departments to update and maintain a five-year cash flow analysis for Enterprise Funds, Transportation Funds, Housing Funds, and Internal Service Funds as needed.
- Facilitate citywide debt administration and continuing disclosure.
- Coordinate the City's Internal Audit Program with an outside Certified Public Accountant (CPA) firm and present reports and findings to the Audit Committee.
- Update spendable and fund position summary reports quarterly and recommend corrective actions as needed.
- Provide departments with analytical support for special studies such as revenue analysis for proposed new fees and funding sources.
- Facilitate the budget process using the Oracle Cloud Enterprise Performance Management (EPM) Platform.
- Ensure all biweekly, quarterly, and annual tax remittances and report filings are completed accurately and timely.
- Issue the Popular Annual Financial (PAFR) that meets the Government Finance Officers Association (GFOA) award program guidelines for excellence in financial reporting.

General Fund
Administration and Accounting Services Division
001.FN01A

CHANGES FROM PRIOR YEAR

As part of a cost-neutral department reorganization, staffing changes include the upgrade of an Account Clerk to an Accountant, an upgrade of an Administrative Analyst I to an Administrative Analyst II, and the downgrade of a Financial Systems Manager to a Principal Accountant.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**20.000**	**20.000**	**20.000**	
60001.0000 Salaries & Wages	$ 2,214,181	$ 2,576,447	$ 2,750,567	$ 174,121
60006.0000 OT-Nonsafety	350	3,000	3,000	
60012.0000 Fringe Bnfts	357,719	467,412	505,099	37,687
60012.1008 Fringe Bnfts:Retiree Benefits	16,713	16,269	17,575	1,306
60012.1509 Fringe Bnfts:ER Paid PERS	214,392	240,175	248,524	8,349
60012.1528 Fringe Bnfts:Workers Comp	32,570	36,510	25,158	(11,352)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	411,310	408,609	449,652	41,043
60015.0000 Wellness Program Reimbursement	964	-	-	
60022.0000 Car Allowance	4,540	4,488	6,000	1,512
60027.0000 Taxes - Non Safety	32,299	37,219	39,742	2,523
60031.0000 Payroll Adjustment	8,394	-	-	
Salaries & Benefits	**3,293,431**	**3,790,128**	**4,045,317**	**255,189**
62085.0000 Other Professional Svcs	$ 280,630	$ 365,481	$ 360,481	$ (5,000)
62170.1001 Priv Cont Svcs:Temp Staff	18,441	-	-	
62300.0000 Spec Dept Supl	16,072	11,500	9,888	(1,612)
62310.0000 Office Supplies, Postage & Print	8,731	9,000	6,661	(2,339)
62420.0000 Books & Periodicals	172	335	335	
62440.0000 Off Equip Maint & Rep	1,121	500		(500)
62455.0000 Equipment Rental	701	8,000	1,000	(7,000)
62485.0000 F535 Communication Rental Rate	26,705	26,705	40,907	14,202
62496.0000 F537 Computer System Rental	362,894	411,964	403,343	(8,621)
62700.0000 Memberships & Dues	4,410	3,300	3,435	135
62710.0000 Travel	11,014	3,000	3,000	
62755.0000 Training-General	21,423	19,450	19,700	250
62895.0000 Miscellaneous Expenses	7,527	3,000	3,098	98
Materials, Supplies & Services	**759,842**	**862,235**	**851,848**	**(10,387)**
Total Expenses	**$ 4,053,273**	**$ 4,652,363**	**$ 4,897,165**	**$ 244,802**

General Fund
Fiscal Operations Division
001.FN02A

The Fiscal Operations Division is made up of two sections: Accounts Payable and Payroll. Accounts Payable, in coordination with the City Treasurer, is responsible for the issuance of supplier payments, monthly and quarterly reports, and remittance of sales and withholding tax payments. It is also responsible for filing Employment Development Department (EDD) Independent Contractor Reports, processing annual 1099 and 592 tax forms, and providing audit support to all City Departments.

Payroll is responsible for all City payroll processes to ensure employees are paid accurately and timely for both current and prior periods, or retroactive payments, and assisting employees with payroll and deferred compensation matters. In addition, Payroll is responsible for ensuring all payroll deductions are paid to the proper agencies, and for reporting payroll information correctly and timely to the Public Employees' Retirement System (PERS). Lastly, Payroll reports wages and taxes on a quarterly basis to the EDD and the United States Treasury.

OBJECTIVES

- Ensure all employee and vendor payments are processed on time and in compliance with City, State, and Federal requirements.
- Import and post credit card transactions from our Access Online system.
- Increase vendor enrollment in electronic payments to advance a paperless payment run.
- Issue all employee and vendor tax statements accurately and within applicable deadlines.
- Provide ongoing training to all departments on Oracle Time and Labor (OTL).
- Provide citywide support for Oracle Employee Self-Service access to pay slips and W2 forms electronically.
- Implement, test, and revise pay codes, as required by negotiated labor contract changes.
- Administer the City's deferred compensation program and coordinate regular updates and presentations to the Retirement Plans Committee.

CHANGES FROM PRIOR YEAR

As part of a cost-neutral department reorganization, staffing changes include the upgrade of an Administrative Analyst II to a Senior Administrative Analyst, a downgrade of a Supervising Account Clerk to a Principal Clerk, and a new Account Clerk position.

General Fund
Fiscal Operations Division
001.FN02A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**9.000**	**9.000**	**10.000**	**1.000**
60001.0000 Salaries & Wages	$ 929,529	$ 874,924	$ 1,006,107	$ 131,183
60006.0000 OT-Nonsafety	22,242	6,500	6,500	
60012.0000 Fringe Bnfts	186,491	212,941	251,997	39,056
60012.1008 Fringe Bnfts:Retiree Benefits	7,410	7,321	8,787	1,466
60012.1509 Fringe Bnfts:ER Paid PERS	88,190	82,068	91,455	9,387
60012.1528 Fringe Bnfts:Workers Comp	20,846	20,442	15,204	(5,238)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	157,773	159,362	166,816	7,454
60015.0000 Wellness Program Reimbursement	743	-	-	
60027.0000 Taxes - Non Safety	13,721	12,781	14,683	1,902
60031.0000 Payroll Adjustment	6,140	-	-	
Salaries & Benefits	**1,433,085**	**1,376,339**	**1,561,550**	**185,211**
62085.0000 Other Professional Svcs	$ 22,500	$ 8,500	$ 8,500	$
62220.0000 Insurance	94,262	136,938	138,213	1,275
62300.0000 Spec Dept Supl	3,591	3,832	2,569	(1,263)
62310.0000 Office Supplies, Postage & Print	8,434	4,700	3,081	(1,619)
62420.0000 Books & Periodicals	-	100	100	
62440.0000 Off Equip Maint & Rep	655	200	200	
62455.0000 Equipment Rental	-	8,789	1,000	(7,789)
62485.0000 F535 Communication Rental Rate	2,887	2,887	4,757	1,870
62496.0000 F537 Computer System Rental	148,917	146,033	181,140	35,107
62700.0000 Memberships & Dues	-	600	425	(175)
62710.0000 Travel	271	1,200	1,200	
62755.0000 Training-General	1,095	6,600	6,625	25
62895.0000 Miscellaneous Expenses	459	500	500	
Materials, Supplies & Services	**283,071**	**320,879**	**348,310**	**27,431**
Total Expenses	**$ 1,716,156**	**$ 1,697,218**	**$ 1,909,860**	**$ 212,642**

General Fund
Procurement Services Division
001.FN03A

The Procurement Services (formerly Purchasing) Division provides acquisition support to all City Departments by procuring all goods, services, and equipment needed to serve the City's constituents. The Division conducts all formal competitive solicitations, such as Invitations for Bids (IFBs), Requests for Proposals (RFPs), and Requests for Quotations (RFQs) for City departments. They support the development of all 0capital improvement projects and oversee the agreements supporting the ongoing maintenance of the City facilities. The Procurement Division also provides centralized control to ensure compliance with Federal, State, and local procurement requirements as incorporated into the Burbank Municipal Code (BMC) and Administrative Procedures (APs). It issues all Purchase Orders (POs) for Departments and oversees the management of a robust suite of contracts, such as construction agreements, professional services agreements, classroom training agreements, legal services agreements, price agreements, and on-call services agreements used to conduct the business of the City.

OBJECTIVES

- Provide ongoing training and support to departments on procurement processes and the Oracle Purchasing module to ensure efficient and compliant purchasing practices.
- Support citywide procurement needs by assisting departments in developing specifications, conducting market research, identifying cooperative purchasing opportunities, and executing competitive solicitations, including IFBs, RFPs, and RFQs.
- Manage the City's eProcurement platform (PlanetBids) to promote transparency, maximize competition, and ensure public access to solicitation opportunities.
- Administer vendor onboarding through a fully electronic Payee Registration and Electronic Funds Transfer (EFT) process, including verification controls to safeguard against fraud and ensure data integrity.
- Support compliance with applicable Federal, State, and local procurement requirements, including administering procurements funded by federal grants in accordance with 2 Code of Federal Regulations Part 200 (Uniform Guidance).
- Support contract compliance and risk mitigation by verifying insurance, bonds, and other contractual requirements.
- Develop, implement, and update procurement policies, including green procurement initiatives and alignment with nationally recognized best practices (e.g., National Institute of Governmental Purchasing standards).
- Implement and administer citywide programs such as the Procurement Card (P-Card) program, Staples, and Amazon Business, ensuring compliance, appropriate use, and effective program oversight.

CHANGES FROM PRIOR YEAR

As part of cost neutral department reorganization, staffing changes include the upgrade of an Administrative Analyst I to an Administrative Analyst II.

General Fund
Procurement Services Division
001.FN03A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**11.000**	**11.000**	**11.000**	
60001.0000 Salaries & Wages	$ 678,485	$ 1,117,619	$ 1,254,275	$ 136,656
60006.0000 OT-Nonsafety	1,689	2,000	2,000	
60012.0000 Fringe Bnfts	98,863	244,978	255,969	10,991
60012.1008 Fringe Bnfts:Retiree Benefits	6,504	8,948	9,666	718
60012.1509 Fringe Bnfts:ER Paid PERS	66,033	104,833	114,014	9,181
60012.1528 Fringe Bnfts:Workers Comp	16,596	18,120	14,843	(3,277)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	60,098	135,848	139,046	3,198
60015.0000 Wellness Program Reimbursement	495	-	-	
60027.0000 Taxes - Non Safety	9,805	16,234	18,216	1,982
60031.0000 Payroll Adjustment	2,352	-	-	
Salaries & Benefits	**940,921**	**1,648,580**	**1,808,029**	**159,449**
62085.0000 Other Professional Svcs	$ 31,129	$ 35,000	$ 56,000	$ 21,000
62300.0000 Spec Dept Supl	10,389	200	2,825	2,625
62310.0000 Office Supplies, Postage & Print	-	200	3,664	3,464
62420.0000 Books & Periodicals	-	100		(100)
62440.0000 Off Equip Maint & Rep	413	300	-	(300)
62455.0000 Equipment Rental	-	-	200	200
62485.0000 F535 Communication Rental Rate	5,052	5,052	6,659	1,607
62496.0000 F537 Computer System Rental	43,184	60,328	74,595	14,267
62700.0000 Memberships & Dues	2,432	3,200	3,100	(100)
62710.0000 Travel	1,586	7,500	7,500	
62755.0000 Training-General	2,381	7,500	7,500	
62895.0000 Miscellaneous Expenses	1,868	2,500	2,500	
Materials, Supplies & Services	**98,435**	**121,880**	**164,543**	**42,663**
Total Expenses	**$ 1,039,356**	**$ 1,770,460**	**$ 1,972,572**	**$ 202,113**

FINANCIAL SERVICES
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ACCOUNT CLERK	5.000	5.000	5.000	
ACCOUNTANT	3.000	3.000	4.000	1.000
ACCTG&AUDIT MGR	1.000	1.000	1.000	
ADM ANALYST I (M)	1.000	1.000	-	(1.000)
ADM ANALYST I (Z)	1.000	1.000	-	(1.000)
ADM ANALYST II (M)	3.000	3.000	3.000	
ADM ANALYST II (Z)	-	-	1.000	1.000
AST FINANCIAL SRVS DIR	1.000	1.000	1.000	
BUDGET MGR	1.000	1.000	1.000	
BUYER I	2.000	2.000	2.000	
BUYER II	2.000	2.000	2.000	
CONTRACTS ADMSTR	-	1.000	1.000	
DEP FINANCIAL SRVS DIR	1.000	1.000	1.000	
EXEC AST	1.000	1.000	1.000	
FINANCIAL SRVS DIR	1.000	1.000	1.000	
FINANCIAL SYS MGR	1.000	1.000	-	(1.000)
INTERMEDIATE CLK	2.000	2.000	2.000	
PAYROLL TECH I	2.000	2.000	2.000	
PAYROLL TECH II	2.000	2.000	2.000	
PRIN ACCOUNTANT	1.000	1.000	2.000	1.000
PRIN CLK	-	-	1.000	1.000
PURCHASING MGR (Z)	1.000	1.000	1.000	
REVENUE MGR	1.000	1.000	1.000	
SR ACCOUNTANT	2.000	2.000	2.000	
SR ADM ANALYST (M)	1.000	1.000	2.000	1.000
SR ADM ANALYST (Z)	1.000	1.000	1.000	
SR BUYER	1.000	1.000	1.000	
SUPVG ACCOUNT CLK	1.000	1.000	-	(1.000)
TOTAL STAFF YEARS	**39.000**	**40.000**	**41.000**	**1.000**

INFORMATION TECHNOLOGY

The Information Technology Fund (Fund 537) supports the City's Technology Infrastructure, Data and DevOps; Application Services; Enterprise Resource Planning (ERP); and Geographic Information System (GIS). This fund is responsible for the maintenance and lifecycle replacements of Citywide infrastructure including end-user devices, network components, and operations equipment, and manages enterprise hardware and software licensing contracts. In addition, Fund 537 supports project management services that enable the delivery of innovative technology solutions across all departments. All related activities are managed through the Information Technology Department.

MISSION STATEMENT

The Information Technology Department's mission is to transform the City of Burbank's technology experience through superior service and continuous innovation.

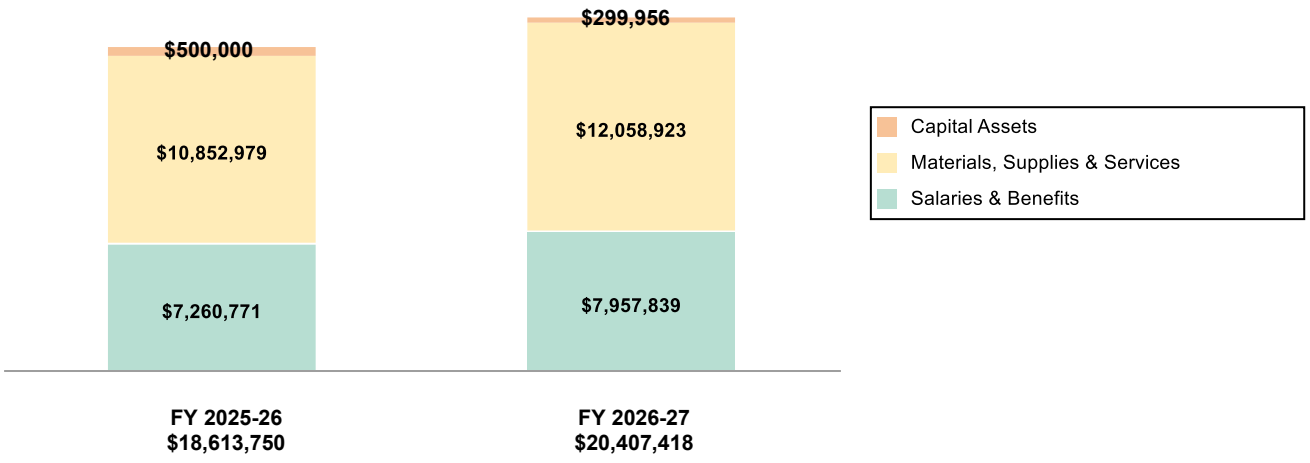
ABOUT NON-DEPARTMENTAL

The IT Department is a team of professionals responsible for managing technology across all 15 City of Burbank departments, supporting more than 257 business applications, including major systems for email, human resources/payroll, finance, permitting and licensing, public safety, and collaboration. As a partner and service provider, the department works with staff to select, develop, implement, secure, and maintain technology solutions that strengthen operations and advance the City's mission. The IT Department's work is driven by the values of reliability, security, accessibility, collaboration, and innovation, ensuring dependable system performance, safeguarding data, expanding community access, building strong partnerships, and anticipating future needs. Through modern frameworks and user-focused practices, the department streamlines processes, enhances digital services, and delivers technology solutions effectively and efficiently. Guided by a vision to make Burbank a model for effective use of technology and a mission to transform the City's technology experience through superior service and innovation, the department remains committed to improving City services and enriching the community's overall quality of life.

DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**33.000**	**35.000**	**35.000**	
Salaries & Benefits	$ 6,295,256	$ 7,260,771	$ 7,957,839	$ 697,068
Materials, Supplies & Services	6,084,289	10,852,979	12,149,623	1,296,644
Capital Assets	5,306,585	500,000	299,956	(200,044)
TOTAL	**$ 17,686,130**	**$ 18,613,750**	**$ 20,407,418**	**$ 1,793,668**

INFORMATION TECHNOLOGY



INFORMATION TECHNOLOGY

IT Administration

537.IT01A

The Administration Division ensures the department has the structure, resources, and support needed to operate effectively. The staff provides administrative support to the Department and is responsible for managing the business operations of IT. The division provides a vision for the organization and develops plans for the future of technology in the City. The responsibilities of the Administrative staff include the coordination of administrative activities between divisions, financial management and budget preparation, procurement and accounts payable for all technology purchases, Citywide product license, software, and maintenance contract management, personnel administration, statistical analysis and reporting, preparation of staff reports to the City Council, as well as interdepartmental project management, and executive-level departmental communications.

OBJECTIVES

- Lead the preparation and management of Internal Service Fund 537, ensuring rental rates and service charges are properly established, monitored, and aligned with operational needs. Prepare departmental budget and provide fiscal administration.
- Build and adhere to technology standards and drive technology lifecycle management.
- Develop and implement new technology policies and procedures.
- Maintain a reliable and comprehensive license portfolio for all enterprise, cloud, and on-premise software systems.
- Develop and execute strategic planning initiatives.
- Monitor and implement the City Council goals, priorities, and objectives.
- Manage all aspects of staff recruitment and ongoing employee development.
- Provide administrative leadership, support and assistance to other divisions and service areas.
- Oversee, coordinate, and manage Citywide technology procurement, including computers, printers, monitors, and related peripherals.
- Administer and create the quarterly City Manager report, which provides updates and highlights on the Department's activities, projects and statistical data.
- Oversee the ongoing maintenance and periodic updates of Fund 537’s 10-year cash flow analysis to support long-term financial planning.
- Coordinate departmental activities and special projects.
- Coordinate and oversee the distribution of Citywide email communications.
- Define the department’s vision and long-term direction, ensuring technology strategies and future planning align with City priorities and organizational goals.
- Oversee budgeting, financial planning, procurement, accounts payable, and contract management for all Citywide technology purchases to maximize value and support responsible stewardship of resources.
- Coordinate administrative activities across all IT divisions, ensuring efficient operations, consistent processes, and timely support for departmental needs.
- Manage personnel administration, statistical analysis, reporting, and preparation of City Council staff reports, while providing clear, consistent, executive-level communication on departmental initiatives.
- Lead interdepartmental project management efforts, ensuring alignment, collaboration, and successful execution of technology projects across all City departments.

INFORMATION TECHNOLOGY
IT Administration
537.IT01A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**7.000**	**7.000**	**7.000**	
60001.0000 Salaries & Wages	$ 1,046,887	$ 1,148,431	$ 1,337,008	$ 188,578
60006.0000 OT-Nonsafety	52	-	-	
60012.0000 Fringe Bnfts	111,285	160,422	195,813	35,392
60012.1008 Fringe Bnfts:Retiree Benefits	6,346	6,508	6,151	(356)
60012.1509 Fringe Bnfts:ER Paid PERS	86,686	106,660	120,386	13,725
60012.1528 Fringe Bnfts:Workers Comp	13,219	15,540	11,727	(3,812)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	197,423	212,725	162,255	(50,470)
60012.1532 Fringe Bnfts:PERS One Time Pay	114,000	57,000	57,000	
60022.0000 Car Allowance	1,778	4,488	6,000	1,512
60027.0000 Taxes - Non Safety	14,967	16,501	19,217	2,715
60031.0000 Payroll Adjustment	3,108	-	-	
Salaries & Benefits	**1,595,750**	**1,728,274**	**1,915,558**	**187,284**
62085.0000 Other Professional Svcs	$ 204	$ -	$ -	$
62170.0000 Priv Cont Svcs	35,420	39,675	39,675	
62220.0000 Insurance	221,832	283,944	308,318	24,374
62235.0000 Services of Other Dept-Indirect	1,302,872	1,306,706	1,306,706	
62300.0000 Spec Dept Supl	8,157	4,800	4,800	
62310.0000 Office Supplies, Postage & Print	4,676	5,000	5,000	
62316.0000 Software & Hardware	316	-	-	
62455.0000 Equipment Rental	16,319	18,000	18,000	
62475.0000 F532 Vehicle Equip Rental Rate	9,665	8,476	9,467	991
62485.0000 F535 Communication Rental Rate	24,540	24,540	40,907	16,367
62496.0000 F537 Computer System Rental	2,784	-	-	
62700.0000 Memberships & Dues	106,140	145,475	145,475	
62710.0000 Travel	5,083	10,000	10,000	
62755.0000 Training-General	3,978	20,000	20,000	
62895.0000 Miscellaneous Expenses	747	1,200	1,200	
63015.0000 Depreciation Exp - Mach & Equip	10,303	10,308	10,308	
63040.0000 Depreciation Exp-Comp&Software	191,091	-	-	
63050.0000 Non-Capitalized Assets	-	5,000	5,000	
Materials, Supplies & Services	**1,944,126**	**1,883,124**	**1,924,856**	**41,732**
Total Expenses	**$ 3,539,876**	**$ 3,611,398**	**$ 3,840,413**	**$ 229,015**

INFORMATION TECHNOLOGY

Technology, Infrastructure, Data and DevOps

537.IT02A

The Technology Infrastructure, Data, and DevOps division is responsible for the planning, design, implementation, and management of complex technology products and service portfolios for all departments of the City, covering the following business domains: Data and Analytics, Technology Infrastructure, Cloud, Cyber Security, Collaboration, Workplace Technology, Technology Management, Field Engineering, Operations and Support, and Infrastructure Management. The core principles driving the division include: Access Anywhere Anytime, engagement and partnership, business outcome-driven decision-making, continuous improvement, and design thinking.

OBJECTIVES

- Ensure the City's information system is accessible, available, and secure by minimizing unplanned downtime while appropriately managing risk.
- Plan, design, implement, and manage Citywide infrastructure, cloud platforms, collaboration technologies, and workplace solutions that support secure, reliable, and accessible services across all departments.
- Develop and maintain enterprise data platforms, analytics tools, and solutions that enable data-driven decision making and improve business outcomes Citywide.
- Implement and manage cybersecurity controls, monitoring, and incident-response practices that protect City infrastructure, data, and systems while ensuring resilient and uninterrupted operations.
- Improve technology services through user-centered design, enterprise integration, and continuous modernization, ensuring City staff can work effectively from any location at any time.
- Monitor network and server performance and take corrective and proactive action as needed.
- Manage the network capacity plan to minimize unplanned downtime and disruption of services.
- Utilize modern frameworks to deliver technology solutions for departmental and Citywide initiatives to maximize return on investment.
- Replace Citywide computers and peripheral equipment to ensure reliable and comprehensive technology availability.
- Provide high-quality customer service and alignment to ensure a collaborative partnership with all City departments.
- Maintain a comprehensive inventory of all computers, printers, peripherals, and network infrastructure components.

CHANGES FROM PRIOR YEAR

The Client Technology Supervisor and a Network Engineer were moved from IT04B to IT02A. Capital funds will be used to replace the end-of-life data back-up and recovery platform. An increase in the software and hardware budget is for department specific software and license costs.

INFORMATION TECHNOLOGY
Technology, Infrastructure, Data and DevOps
537.IT02A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**15.000**	**14.000**	**16.000**	**2.000**
60001.0000 Salaries & Wages	$ 1,661,684	$ 1,828,960	$ 2,234,147	$ 405,187
60006.0000 OT-Nonsafety	9,448	20,000	20,000	
60012.0000 Fringe Bnfts	273,838	339,521	428,659	89,139
60012.1008 Fringe Bnfts:Retiree Benefits	14,784	8,134	14,060	5,925
60012.1509 Fringe Bnfts:ER Paid PERS	168,713	171,556	203,084	31,528
60012.1528 Fringe Bnfts:Workers Comp	14,486	23,228	16,732	(6,496)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	203,915	263,221	343,298	80,077
60015.0000 Wellness Program Reimbursement	248	-	-	
60027.0000 Taxes - Non Safety	23,400	26,810	32,685	5,875
60031.0000 Payroll Adjustment	5,671	-	-	
Salaries & Benefits	**2,376,187**	**2,681,431**	**3,292,665**	**611,234**
62170.0000 Priv Cont Svcs	$ 272,846	$ 518,000	$ 418,000	$ (100,000)
62170.1001 Priv Cont Svcs:Temp Staff	155,760	-	-	
62300.0000 Spec Dept Supl	7,978	6,500	6,500	
62316.0000 Software & Hardware	277,707	3,846,535	4,400,000	553,465
62496.0000 F537 Computer System Rental	-	4,557	1,085	(3,472)
62710.0000 Travel	1,651	1,500	1,500	
62755.0000 Training-General	17,530	27,500	27,500	
62976.1000 Property Amortization:GASB 87	10,331	-	-	
62976.1001 Property Amortization:GASB 96	478,906	-	-	
63040.0000 Depreciation Exp-Comp&Software	165,673	344,962	205,356	(139,606)
63050.0000 Non-Capitalized Assets	436,485	500,000	300,000	(200,000)
63050.1000 Non-Capitalized Assets:Comp Repla	266,312	300,000	300,000	
Materials, Supplies & Services	**2,091,180**	**5,549,554**	**5,659,941**	**110,387**
15111.0000 Computers & Software - Clearing	$ -	$ -	$ 299,956	$ 299,956
15112.0000 Computers & Software-WiP	377,492	130,000	-	(130,000)
Capital Assets	**377,492**	**130,000**	**299,956**	**169,956**
Total Expenses	**$ 4,844,859**	**$ 8,360,985**	**$ 9,252,562**	**$ 891,577**

INFORMATION TECHNOLOGY
Geographic Information System
537.IT03A

The Geographic Information System (GIS) division is responsible for the planning, design, implementation, and management of complex technology products and service portfolios for all departments of the City, covering the Land and Facilities business domain. The core principles driving the division include: engagement and partnership, business outcome-driven decision-making, continuous improvement, efficiency focus, digital focus, enterprise integration, and design thinking.

OBJECTIVES

- Assess current GIS Technology use and recommend strategies for future enterprise sharing of data and system tools between departments.
- Assist end-users by providing training on GIS applications to further enhance their ability to gather data.
- Provide a conduit by which various departments can access and utilize geographic data to more efficiently manage their own infrastructure and complete daily tasks.
- Assist with the implementation of "mission critical" applications by providing clean and relevant GIS data.
- Respond to requests for land-based data from other departments and provide maps, documentation, and media to meet their needs.
- Participate in local and county GIS consortiums to leverage technical resources, enhance the capability to respond to emergency situations, enable smooth data sharing, and reduce costs.
- Be knowledgeable and aware of business needs and collaborate to bring about positive, productive technology changes.
- Utilize modern frameworks to deliver technology solutions for departmental and Citywide initiatives.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**1.000**	**1.000**	**1.000**	
60001.0000 Salaries & Wages	$ 108,291	$ 149,595	$ 141,825	$ (7,769)
60012.0000 Fringe Bnfts	8,107	28,794	29,561	767
60012.1008 Fringe Bnfts:Retiree Benefits	986	813	879	65
60012.1509 Fringe Bnfts:ER Paid PERS	11,597	14,032	12,892	(1,140)
60012.1528 Fringe Bnfts:Workers Comp	1,932	1,900	-	(1,900)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	39,820	29,059	24,337	(4,722)
60027.0000 Taxes - Non Safety	1,586	2,169	2,056	(113)
Salaries & Benefits	**172,318**	**226,362**	**211,550**	**(14,811)**
62170.0000 Priv Cont Svcs	$ 50,000	$ 150,000	$ 150,000	
62310.0000 Office Supplies, Postage & Print	887	1,000	1,000	
62316.0000 Software & Hardware	9,890	80,000	80,000	
62710.0000 Travel	1,712	3,500	3,500	
62755.0000 Training-General	2,425	2,000	2,000	
62976.1001 Property Amortization:GASB 96	73,017	-	-	
Materials, Supplies & Services	**137,932**	**236,500**	**236,500**	
Total Expenses	**$ 310,250**	**$ 462,862**	**$ 448,050**	**$ (14,811)**

INFORMATION TECHNOLOGY
Application Services
537.IT04A

The Applications Services division is responsible for the planning, design, implementation, and management of complex technology products and service portfolios for all departments of the City. The core principles driving the division include: engagement and partnership, business outcome-driven decision-making, continuous improvement, efficiency focus, digital focus, enterprise integration, and design thinking.

OBJECTIVES

- Provide support and maintenance for the Our Burbank 311 platform, ensuring reliable system performance and implementing enhancements that strengthen service delivery to the community.
- Deliver comprehensive technical support throughout the full application lifecycle, including evaluation, procurement, implementation, and long-term maintenance for Citywide systems.
- Enhance and update application systems and tools to improve efficiency and sustain the City's evolving operational requirements.
- Maximize returns on investment for all current hardware and software to reduce the cost of doing business and to better utilize our existing resources and staff.
- Provide reliable and comprehensive project management services for departmental and Citywide initiatives.
- Work with individual departments on business process improvements to ensure available technology is being utilized to its fullest potential.
- Plan, design, implement, and manage technology products and service portfolios that meet the operational needs of all City departments across key business domains.
- Build collaborative relationships with departments and stakeholders to ensure solutions are aligned with business needs and promote shared ownership of outcomes.
- Prioritize projects and technology investments that provide measurable value, improve service delivery, and support the City's strategic goals.
- Continuously evaluate processes, services, and systems to enhance efficiency, reduce complexity, and optimize resources.
- Champion digital initiatives, enterprise integration, and human-centered design approaches to create seamless, accessible, and modern technology experiences.
- Utilize modern frameworks to deliver technology solutions for departmental and Citywide initiatives.

CHANGES FROM PRIOR YEAR

The Information Systems Analyst II was moved from IT04B to IT04A. An increase in the software and hardware budget is for department specific software and license costs.

INFORMATION TECHNOLOGY
Application Services
537.IT04A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.000**	**5.000**	**6.000**	**1.000**
60001.0000 Salaries & Wages	$ 683,701	$ 662,486	$ 857,298	$ 194,811
60012.0000 Fringe Bnfts	108,084	116,745	164,123	47,378
60012.1008 Fringe Bnfts:Retiree Benefits	3,942	4,067	5,272	1,205
60012.1509 Fringe Bnfts:ER Paid PERS	69,503	62,141	77,928	15,787
60012.1528 Fringe Bnfts:Workers Comp	7,115	8,414	7,192	(1,222)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	115,139	132,418	141,900	9,482
60020.1000 Projects Salaries:Capitalized	(26,057)	-	-	
60021.1000 Proj Sals Overhead:Capitalized	(8,309)	-	-	
60027.0000 Taxes - Non Safety	9,960	9,606	12,431	2,825
60031.0000 Payroll Adjustment	13,461	-	-	
Salaries & Benefits	**976,540**	**995,877**	**1,266,144**	**270,267**
62170.0000 Priv Cont Svcs	$ 65,943	$ 260,000	$ 260,000	$
62316.0000 Software & Hardware	322,307	1,287,216	1,820,000	532,784
62710.0000 Travel	134	1,500	1,500	
62755.0000 Training-General	3,811	22,000	22,000	
63040.0000 Depreciation Exp-Comp&Software	41,084	-	35,978	35,978
Materials, Supplies & Services	**433,280**	**1,570,716**	**2,139,478**	**568,762**
15112.0000 Computers & Software-WiP	$ 115,902	$ 370,000	$ -	$ (370,000)
Capital Assets	**115,902**	**370,000**	**-**	**(370,000)**
Total Expenses	**$ 1,525,722**	**$ 2,936,593**	**$ 3,405,622**	**$ 469,029**

INFORMATION TECHNOLOGY
Enterprise Resource Planning
537.IT04B

The Enterprise Resource Planning (ERP) division is responsible for the planning, design, implementation, and management of complex technology products and service portfolios for all departments of the City. The core principles driving the division include: engagement and partnership, business outcome-driven decision-making, continuous improvement, efficiency focus, digital focus, enterprise integration, and design thinking.

OBJECTIVES

- Collaborate closely with departmental stakeholders to understand business needs, ensure system alignment, and promote shared ownership of ERP initiatives and outcomes.
- Regularly assess business workflows and service portfolios to improve efficiency, simplify processes, and enhance the effectiveness of Citywide business operations.
- Advance digital-first solutions and ensure business platforms are integrated across the enterprise to enable seamless data flow, unified operations, and modern service experiences.
- Prioritize projects, enhancements, and investments that deliver measurable value, increase operational efficiency, and reinforce the City's strategic and financial goals.
- Provide reliable and comprehensive IT services for the Enterprise Resource Planning systems for all City Departments.
- Create and maintain clear and comprehensive documentation of ERP and related systems, processes, and services.
- Deliver comprehensive project lifecycle management guidance and services to ensure consistent planning, execution, and delivery of initiatives across all departments and Citywide programs.
- Utilize modern frameworks to deliver technology solutions for departmental and Citywide initiatives.

CHANGES FROM PRIOR YEAR

Staffing changes include moving a Client Technology Supervisor and Network Engineer to IT02A, and an Information Systems Analyst II to IT04A. The increase in the software and hardware budget is for department specific software and license costs.

INFORMATION TECHNOLOGY
Enterprise Resource Planning
537.IT04B

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.000**	**8.000**	**5.000**	**(3.000)**
60001.0000 Salaries & Wages	$ 899,290	$ 1,163,498	$ 855,997	$ (307,500)
60012.0000 Fringe Bnfts	128,743	218,627	164,709	(53,918)
60012.1008 Fringe Bnfts:Retiree Benefits	4,928	7,321	4,394	(2,927)
60012.1509 Fringe Bnfts:ER Paid PERS	90,018	109,136	77,810	(31,326)
60012.1528 Fringe Bnfts:Workers Comp	8,512	14,776	8,046	(6,730)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	61,243	98,598	148,553	49,955
60020.1000 Projects Salaries:Capitalized	(25,010)	-	-	
60021.1000 Proj Sals Overhead:Capitalized	(9,035)	-	-	
60027.0000 Taxes - Non Safety	12,207	16,871	12,412	(4,459)
60031.0000 Payroll Adjustment	3,566	-	-	
Salaries & Benefits	**1,174,461**	**1,628,827**	**1,271,922**	**(356,905)**
62170.0000 Priv Cont Svcs	$ 549,854	$ 700,000	$ 800,000	$ 100,000
62170.1001 Priv Cont Svcs:Temp Staff	95,830	-	-	
62316.0000 Software & Hardware	652,595	714,936	1,100,000	385,064
62710.0000 Travel	-	1,500	1,500	
62755.0000 Training-General	4,854	22,000	22,000	
63040.0000 Depreciation Exp-Comp&Software	174,639	174,648	174,648	
Materials, Supplies & Services	**1,477,771**	**1,613,084**	**2,098,148**	**485,064**
15112.0000 Computers & Software-WiP	$ 1,376,351	$ -	$ -	$
Capital Assets	**1,376,351**	**-**	**-**	
Total Expenses	**$ 4,028,583**	**$ 3,241,912**	**$ 3,370,070**	**$ 128,158**

INFORMATION TECHNOLOGY
537 Other Departments

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
63015.0000 Depreciation Exp - Mach & Equip	$ -	$ -	$ 10,824	$ 10,824
63040.0000 Depreciation Exp-Comp&Software	-	-	79,876	79,876
Materials, Supplies & Services	**-**	**-**	**90,700**	**90,700**
15111.0000 Computers & Software - Clearing	$	$ -	$ -	$
15112.0000 Computers & Software-WiP	3,436,840	-	-	
Capital Assets	**3,436,840**	**-**	**-**	
	$ 3,436,840	**-**	**$ 90,700**	**$ 90,700**

INFORMATION TECHNOLOGY
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM OFCR	1.000	1.000	1.000	
AST CHIEF INFO OFCR	3.000	3.000	3.000	
CHIEF INFO OFCR	1.000	1.000	1.000	
CLIENT TECHNOLOGY SPECIALIST	-	2.000	2.000	
CLIENT TECHNOLOGY SUPV	-	-	1.000	1.000
EXEC AST	-	-	1.000	1.000
INFO SECURITY ANALYST	1.000	-	-	
INFO SYS ANALYST II	-	-	1.000	1.000
INFO TECH SEC MGR	-	1.000	1.000	
INTERMEDIATE CLK	1.000	1.000	-	(1.000)
LEAD DATA ENG	-	-	1.000	1.000
LEAD SYS ENG	2.000	2.000	2.000	
LEAD TECHNOLOGY PRODUCT MGR	3.000	2.000	2.000	
MGR TECHNOLOGY	3.000	3.000	3.000	
NETWK ENG	-	-	1.000	1.000
NETWORK SUPPORT ANALYST I	1.000	1.000	1.000	
NETWORK SUPPORT ANALYST II	1.000	1.000	-	(1.000)
NETWORK SUPPORT ANALYST III	2.000	1.000	-	(1.000)
NETWORK SUPPORT ANALYST IV	-	1.000	-	(1.000)
PRIN DATA ENG	1.000	1.000	1.000	
PRIN GIS SPECIALIST	1.000	1.000	1.000	
PRIN NETWK ENG	-	-	1.000	1.000
PRIN TECHNOLOGY PRODUCT MGR	2.000	3.000	3.000	
RELEASE TRAIN ENG	1.000	1.000	-	(1.000)
SR ADM ANALYST (Z)	1.000	1.000	1.000	
SYS ENG	1.000	1.000	1.000	
TECHNL SUPPORT ANALYST I	1.000	1.000	1.000	
TECHNL SUPPORT ANALYST II	1.000	1.000	1.000	
TECHNL SUPPORT ANALYST III	1.000	1.000	1.000	
TECHNOLOGY PRODUCT MGR	4.000	4.000	3.000	(1.000)
TOTAL STAFF YEARS	**33.000**	**35.000**	**35.000**	

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PARKS and RECREATION

MISSION STATEMENT

The Parks and Recreation Department strives to be the heart of the community by providing enriching opportunities through dedicated people, beautiful parks, and inspiring programs.

ABOUT PARKS and RECREATION

The Parks and Recreation Department is responsible for providing well-maintained recreational facilities, and programs and activities designed to meet the recreational, cultural, social, and human service needs of the Burbank community. In addition, the Department is responsible for the maintenance and improvements of all municipal grounds and parkway trees, the DeBell Golf Course, as well as the Burbank Animal Shelter. The Department is organized into four divisions: Landscape and Forestry Services; Administration/Business Services; Recreation Services; and Community Services.

In addition to operating and maintaining 42 public parks and facilities, the Department maintains many of the publicly-owned landscaped areas and all parkway trees throughout the City. The Department also provides recreation service programs that include special interest classes; youth and adult sports programs; day camps; after-school programs; youth resource programs; environmental and educational nature programs; cultural arts activities, including visual and performing arts; commercial recreation services; volunteer programs for residents of all ages; and year-round special events. Moreover, the Department provides a variety of senior and human service programs. These include a congregate and home-delivered meal program, information and assistance services for all ages, senior recreation activities, programs for people with disabilities, and advocacy services. The Department also oversees the citywide Program, Activity, and Service Subsidy (PASS) Program and the Burbank Animal Shelter. The Parks and Recreation Board, Senior Citizen Board, Art in Public Places Committee, Burbank Cultural Arts Commission, and Youth Board, as well as a number of other City Council and Non-Council appointed advisory boards and committees, work in an advisory capacity with Department staff, cooperatively striving to identify and meet the recreational and human service needs of the community.

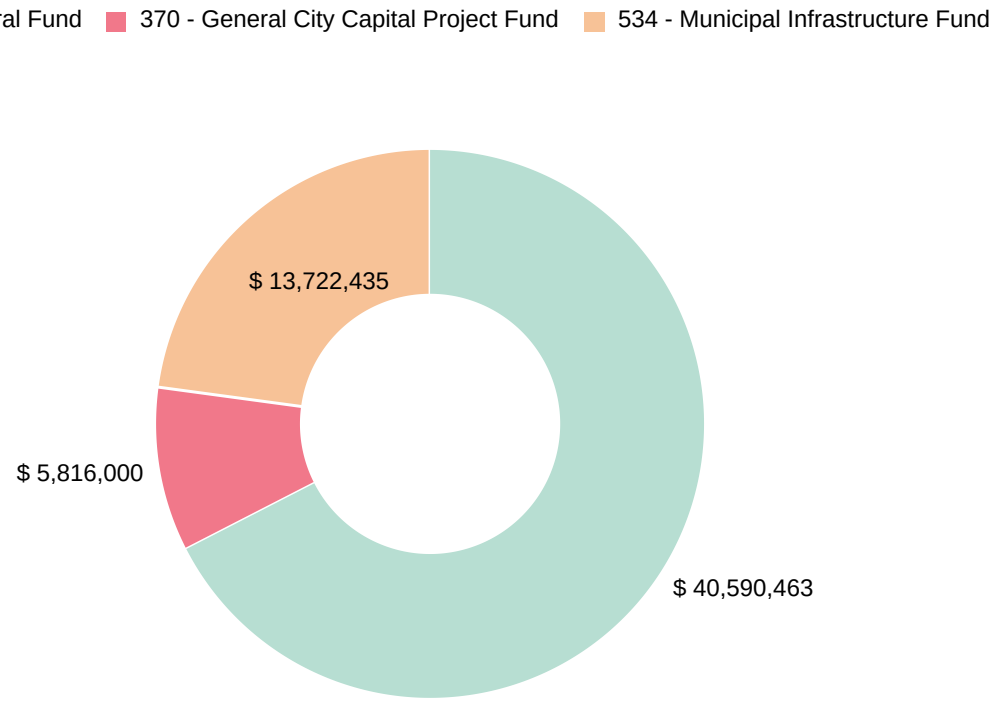
DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**194.624**	**195.484**	**195.337**	**(0.147)**
Salaries & Benefits	$ 17,085,611	$ 21,209,647	$ 21,925,911	$ 716,265
Materials, Supplies & Services	20,031,130	18,926,889	20,055,847	1,128,958
Capital Assets	-	-	-	
Capital Expenses	3,433,714	9,228,775	18,147,140	8,918,365
TOTAL	**$ 40,550,455**	**$ 49,365,311**	**$ 60,128,898**	**$ 10,763,587**

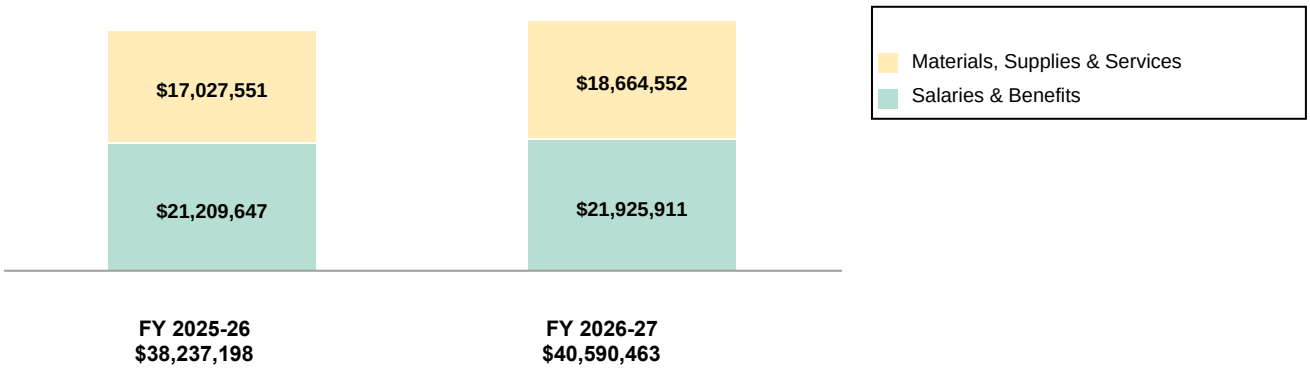
PARKS and RECREATION

DEPARTMENT SUMMARY

FY 2026-27: $ 60,128,898



GENERAL FUND SUMMARY



Landscape and Forestry Services Division
Facility Planning and Development Program
001.PR21A

The Facility Planning and Development Program is responsible for assisting and performing project management for the Department's Capital Improvement Program, which includes building/grounds improvement projects at park facilities.

OBJECTIVES

- Modernize ballfield lighting with Light-Emitting Diodes (LED) to increase safety and cost-effectiveness.
- Develop plans and specifications, and complete the replacement of playground equipment at the City parks.
- Modernize the irrigation controllers and replace outdated irrigation systems throughout various City-owned parks and open spaces for water conservation and efficiency.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62170.0000 Priv Cont Svcs	$ 345	$ 1,000	$ 1,000	$
62220.0000 Insurance	569,925	658,628	1,059,214	400,586
62300.0000 Spec Dept Supl	310	5,000	5,000	
62305.0000 Reimbursable Materials	107	-	-	
62310.0000 Office Supplies, Postage & Print	17	-	-	
62345.0000 Taxes	511	1,000	1,000	
62450.0000 Bldg Gnds Maint&Rep	213	-	-	
62475.0000 F532 Vehicle Equip Rental Rate	148,221	131,577	154,391	22,814
62485.0000 F535 Communication Rental Rate	135,620	135,620	143,506	7,886
62496.0000 F537 Computer System Rental	11,368	13,387	4,527	(8,860)
62710.0000 Travel	133	-	-	
Materials, Supplies & Services	**866,770**	**946,212**	**1,368,638**	**422,426**
Total Expenses	**$ 866,770**	**$ 946,212**	**$ 1,368,638**	**$ 422,426**

Landscape and Forestry Services Division
Forestry Service Program
001.PR22A

The Forestry Services Program is responsible for the planting, maintenance, and removal of trees in parks, parkways, and public grounds.

OBJECTIVES

- Prune 4,000 street trees and trim 8,000 street and park trees.
- Continue to develop strategies to improve the City's overall tree canopy and increase shade tree canopy.
- Continue to work with Burbank Water and Power (BWP) to assist with their "Energy-Savings Trees" program.
- Review and implement the adopted Street Tree Master Plan.
- Oversee the implementation of a block pruning program that will provid for all parkway trees to be pruned once every six years.
- Oversee the implementation of the 15-year Reforestation Plan on Magnolia Boulevard and Hollywood Way.
- Support and implement directives of the Burbank 2035 General Plan.
- Support the City's annual Plant-A-Tree and National Arbor Day events.
- Continue the "Plant for a Greener Burbank" initiative by planting trees throughout the city to improve the carbon footprint and reduce impacts of global warming.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**18.000**	**18.000**	**18.000**	
60001.0000 Salaries & Wages	$ 504,879	$ 1,508,970	$ 1,557,002	$ 48,032
60006.0000 OT-Nonsafety	46,652	36,502	36,502	
60012.0000 Fringe Bnfts	114,307	459,980	462,893	2,914
60012.1008 Fringe Bnfts:Retiree Benefits	15,411	14,642	15,817	1,175
60012.1509 Fringe Bnfts:ER Paid PERS	50,941	141,541	141,532	(10)
60012.1528 Fringe Bnfts:Workers Comp	119,185	101,205	70,508	(30,697)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	89,881	94,688	106,765	12,077
60015.0000 Wellness Program Reimbursement	990	-	-	
60027.0000 Taxes - Non Safety	8,620	22,409	23,106	696
60031.0000 Payroll Adjustment	65,873	-	-	
Salaries & Benefits	**1,016,739**	**2,379,938**	**2,414,126**	**34,188**
62170.0000 Priv Cont Svcs	$ 834,865	$ 105,000	$ 105,000	$
62170.1001 Priv Cont Svcs:Temp Staff	717,116	-	-	
62180.0000 Landscape Contractual Services	-	16,000	16,000	
62300.0000 Spec Dept Supl	13,775	32,350	32,350	
62305.0000 Reimbursable Materials	1,249	1,500	1,500	
62380.0000 Chemicals	58,227	21,500	21,500	
62435.0000 Gen Equip Maint&Rep	-	500	500	
62475.0000 F532 Vehicle Equip Rental Rate	408,458	414,857	446,559	31,702
62496.0000 F537 Computer System Rental	94,824	95,861	117,104	21,243
62700.0000 Memberships & Dues	878	770	770	
62895.0000 Miscellaneous Expenses	1,838	-	-	
Materials, Supplies & Services	**2,131,230**	**688,338**	**741,283**	**52,945**
Total Expenses	**$ 3,147,969**	**$ 3,068,276**	**$ 3,155,409**	**$ 87,133**

Landscape and Forestry Services Division
Park Landscape Program
001.PR23A

The Park Landscape Program is responsible for maintaining public park grounds and outdoor sports facilities, park irrigation systems, and all landscaped municipal grounds.

OBJECTIVES

- Provide ongoing grounds maintenance for City parks and facilities.
- Administer the maintenance of public properties at multiple non-park sites.
- Continue phasing-in handheld electric equipment where suitable to reduce the Department's carbon footprint.
- Assist with the administration and evaluation of current and future infrastructure needs.
- Implement organic practices in City parks and landscapes through the purchase of products, materials, and supplies.

CHANGES FROM PRIOR YEAR

One-time funding of $235,000 was added to the Special Departmental Supplies account to install 47 recycling cans at parks and ballfields in compliance with State Mandated Assembly Bill (AB) 341.

An additional $258,050 was added to the Utilities account to offset increased costs to maintain current operating service levels across 42 parks and facilities.

An additional $229,400 was reallocated to the Public Works Professional Services account to cover contracted park landscaped services.

Landscape and Forestry Services Division
Park Landscape Program
001.PR23A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**31.000**	**31.000**	**31.000**	
60001.0000 Salaries & Wages	$ 1,588,899	$ 2,206,089	$ 2,229,409	$ 23,320
60006.0000 OT-Nonsafety	192,530	18,050	18,050	
60012.0000 Fringe Bnfts	402,610	656,012	624,357	(31,655)
60012.1008 Fringe Bnfts:Retiree Benefits	28,102	25,217	27,241	2,024
60012.1509 Fringe Bnfts:ER Paid PERS	166,326	208,100	203,869	(4,232)
60012.1528 Fringe Bnfts:Workers Comp	191,050	162,295	110,455	(51,840)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	272,738	294,001	322,544	28,543
60015.0000 Wellness Program Reimbursement	2,621	-	-	
60023.0000 Uniform & Tool Allowance	-	2,013	2,013	
60027.0000 Taxes - Non Safety	27,564	32,279	32,617	338
60031.0000 Payroll Adjustment	175,214	-	-	
Salaries & Benefits	**3,047,655**	**3,604,056**	**3,570,554**	**(33,502)**
62000.0000 Utilities	$ 151,951	$ 104,715	$ 180,215	$ 75,500
62170.0000 Priv Cont Svcs	404,663	340,900	111,500	(229,400)
62225.0000 Custodial Services	43,515	155,526	155,526	
62300.0000 Spec Dept Supl	47,436	50,300	285,300	235,000
62305.0000 Reimbursable Materials	-	2,000	2,000	
62380.0000 Chemicals	21,303	29,500	29,500	
62435.0000 Gen Equip Maint&Rep	210	300	300	
62450.0000 Bldg Gnds Maint&Rep	69,642	25,000	25,000	
62475.0000 F532 Vehicle Equip Rental Rate	451,144	483,816	489,551	5,735
62496.0000 F537 Computer System Rental	154,131	158,367	176,474	18,107
62700.0000 Memberships & Dues	50	630	630	
62755.0000 Training-General	377	-	-	
62895.0000 Miscellaneous Expenses	-	600	600	
Materials, Supplies & Services	**1,344,423**	**1,351,654**	**1,456,596**	**104,942**
Total Expenses	**$ 4,392,078**	**$ 4,955,710**	**$ 5,027,150**	**$ 71,440**

Landscape and Forestry Services Division
Urban Reforestation Program
001.PR26A

The Urban Reforestation Program, in conjunction with the Forestry Services Program, is responsible for parkway tree planting, the expansion of the urban forestry canopy, and restitution.

OBJECTIVES

- Continue the Tree Stewardship program to enhance urban forestation within the City.
- Add butterfly and pollinator gardens throughout the City to improve the urban forest and the environmental health of the City.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62365.0000 Urban Reforestation - Measure 1	$ 25,396	$ 40,000	$ 40,000	$
Materials, Supplies & Services	**25,396**	**40,000**	**40,000**	
Total Expenses	**$ 25,396**	**$ 40,000**	**$ 40,000**	

Golf Course
001.PR27A

The City of Burbank, under the supervision of the Parks and Recreation Department, owns and operates the DeBell Golf Course facility which consists of an 18-hole course, a 9-hole course, a 3-par course, a driving range, a pro shop, and a 13,760 square foot clubhouse.

OBJECTIVES

- Maintain exceptional customer service for golf and dining experiences for the community.
- Provide a consistently high-quality golf course and dining experience that delivers value at affordable prices.
- Improve and maintain the condition of the overall facilities and curb appeal.
- Enhance opportunities to increase playability through private events, tournaments, special events, and activities for all members of the community.
- Improve operational efficiencies at the DeBell Golf Course.

CHANGES FROM PRIOR YEAR

An additional $540,012 was added to the Other Professional Services account to support the DeBell Golf Course operating expenses.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62085.0000 Other Professional Svcs	$ 4,241,459	$ 4,054,395	$ 4,594,407	$ 540,012
62470.0000 F533 Office Equip Rental Rate	3,602	-	-	
62475.0000 F532 Vehicle Equip Rental Rate	-	104,502	41,169	(63,333)
62496.0000 F537 Computer System Rental	-	5,017	4,897	(120)
Materials, Supplies & Services	**4,245,061**	**4,163,914**	**4,640,473**	**476,559**
70023.0533 Capital Contribution:Fund 533	$ 45,000	$ -	$ -	$
Capital Expenses	**45,000**	**-**	**-**	
Total Expenses	**$ 4,290,061**	**$ 4,163,914**	**$ 4,640,473**	**$ 476,559**

Administration
001.PR28A

The Administration/Business Services Division provides support to the operations of all divisions within the Parks and Recreation Department. Activities conducted within this Division include financial management and budget preparation, clerical support, personnel administration, departmental policies and procedures, departmental marketing, legislative monitoring, coordination of technology improvements, and coordination of special projects.

The Division provides administrative support for the Art in Public Places Committee, Burbank Cultural Arts Commission, Parks and Recreation Board, and Youth Board.

This Division provides project management support for the Department's Capital Improvement Program (CIP), which includes building/grounds improvement projects for park facilities.

The Division oversees the Park Patrol Program.

OBJECTIVES

- Oversee Department budget, purchasing, grants, and other financial systems.
- Provide administrative leadership, support, and assistance to other divisions and service areas.
- Develop and implement new policies and procedures.
- Monitor contract compliance for the Department's contracts/agreements.
- Coordinate departmental activities and special projects.
- Review and approve all agenda bills, staff reports, resolutions, ordinances, and agreements for the City Council and Parks and Recreation Board meetings.
- Monitor and implement City Council goals, priorities, and objectives.
- Administer the Art in Public Places program.
- Manage the Joint Use Agreement with the Burbank Unified School District (BUSD).
- Administer the commercial permit program.
- Coordinate the production and distribution of the Department's quarterly recreation guide.
- Administer and create the quarterly City Manager's Report, which provides updates and highlights on the Department's activities, projects, and budget.
- Administer the Department picnic reservation and film permit programs.
- Coordinate the Residents Inspiring Service and Empowerment (RISE) Program.
- Provide liaison support to the Burbank Tournament of Roses Association and Burbank on Parade.
- Administer the Burbank Program, Activity, and Service Subsidy (PASS) Program.
- Manage the Park Patrol Program.

Administration
001.PR28A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**18.000**	**17.750**	**16.750**	**(0.100)**
60001.0000 Salaries & Wages	$ 1,851,604	$ 1,880,104	$ 2,154,633	$ 274,530
60006.0000 OT-Nonsafety	854	1,995	1,995	
60012.0000 Fringe Bnfts	296,663	332,877	375,443	42,566
60012.1008 Fringe Bnfts:Retiree Benefits	11,686	13,829	14,719	890
60012.1509 Fringe Bnfts:ER Paid PERS	184,196	175,065	194,576	19,511
60012.1528 Fringe Bnfts:Workers Comp	76,170	61,582	52,204	(9,379)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	274,106	327,624	374,110	46,486
60022.0000 Car Allowance	4,540	4,488	6,000	1,512
60023.0000 Uniform & Tool Allowance	-	75	75	
60027.0000 Taxes - Non Safety	27,209	27,105	31,081	3,976
60031.0000 Payroll Adjustment	38,553	-	-	
Salaries & Benefits	**2,765,582**	**2,824,744**	**3,204,836**	**380,092**
62085.0000 Other Professional Svcs	$ 543	$ 20,000	$ 20,000	$
62135.0000 Gov Svcs	568,212	554,876	554,876	
62170.0000 Priv Cont Svcs	135,402	477,357	477,357	
62170.1001 Priv Cont Svcs:Temp Staff	148,045	-	-	
62170.1011 Priv Cont Svcs:Art In Public Places	13,400	20,000	20,000	
62300.0000 Spec Dept Supl	55,370	22,770	22,770	
62300.1018 Spec Dept Supl:Wellness	22,752	27,000	27,000	
62305.0000 Reimbursable Materials	-	7,200	7,200	
62310.0000 Office Supplies, Postage & Print	15,644	27,770	27,770	
62455.0000 Equipment Rental	21,439	50,863	50,863	
62470.0000 F533 Office Equip Rental Rate	33,757	33,757	33,757	
62496.0000 F537 Computer System Rental	256,922	398,938	161,288	(237,650)
62520.0000 Public Information	37,230	40,564	40,564	
62655.0000 Burbank on parade	-	22,000	22,000	
62700.0000 Memberships & Dues	4,285	1,730	1,730	
62710.0000 Travel	11,976	3,500	3,500	
62755.0000 Training-General	18,204	55,654	55,654	
62830.0000 Bank Svc Chg	85,702	76,200	76,200	
62830.1000 Bank Svc Chg:CC Merchant Fees	5,948	-	-	
62895.0000 Miscellaneous Expenses	17,140	400	400	
62895.1005 Miscellaneous Expenses:Community	4,000	-	-	
Materials, Supplies & Services	**1,455,972**	**1,840,579**	**1,602,929**	**(237,650)**
Total Expenses	**$ 4,221,554**	**$ 4,665,323**	**$ 4,807,765**	**$ 142,442**

Recreation Services Divison
McCambridge Park Program
001.PR31A

The McCambridge Park Program provides a variety of enrichment experiences, including over 150 instructional classes per year, various recreation programs, and drop-in recreational activities for community members of all ages.

OBJECTIVES

- Offer on a quarterly basis, a variety of special interest classes and programs for all ages.
- Provide facility accessibility and equipment for a variety of community groups for scheduled activities.
- Provide holiday and seasonal special events including the Halloween Carnival.
- Coordinate seasonal day camp programs.
- Coordinate and maintain the Military Service Recognition Banner Program, Veterans Day Ceremony, and Memorial Day Ceremony.
- Provide liaison support to the Burbank Veterans Committee.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.075**	**2.075**	**1.880**	**(0.195)**
60001.0000 Salaries & Wages	$ 164,042	$ 137,525	$ 137,697	$ 173
60006.0000 OT-Nonsafety	664	3,003	3,003	
60012.0000 Fringe Bnfts	30,873	29,154	26,835	(2,319)
60012.1008 Fringe Bnfts:Retiree Benefits	1,541	1,692	1,828	136
60012.1509 Fringe Bnfts:ER Paid PERS	11,821	12,877	12,495	(382)
60012.1528 Fringe Bnfts:Workers Comp	2,211	2,239	1,639	(600)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	28,507	32,795	24,563	(8,232)
60015.0000 Wellness Program Reimbursement	180	-	-	
60027.0000 Taxes - Non Safety	2,413	2,038	2,040	3
60031.0000 Payroll Adjustment	2,900	-	-	
Salaries & Benefits	**245,152**	**221,322**	**210,100**	**(11,222)**
62000.0000 Utilities	$ 1,628,428	$ 1,686,067	$ 1,772,217	$ 86,150
62165.0000 Spec Rec Cont Svcs	92,497	97,400	97,400	
62220.0000 Insurance	137,724	217,735	189,469	(28,266)
62300.0000 Spec Dept Supl	4,498	17,577	4,577	(13,000)
62300.1011 Spec Dept Supl:Military Banner	22,804	2,700	2,700	
62305.0000 Reimbursable Materials	1,306	2,020	2,020	
62310.0000 Office Supplies, Postage & Print	1,080	1,000	1,000	
62485.0000 F535 Communication Rental Rate	40,802	40,802	51,152	10,350
62496.0000 F537 Computer System Rental	29,847	41,424	40,603	(821)
62670.0000 WWII Commemoration	13,092	12,000	12,000	
Materials, Supplies & Services	**1,972,077**	**2,118,725**	**2,173,138**	**54,413**
Total Expenses	**$ 2,217,230**	**$ 2,340,047**	**$ 2,383,238**	**$ 43,191**

Recreation Services Divison
Verdugo Park Program
001.PR31B

The Verdugo Park Program provides a variety of enrichment experiences, including instructional classes, various recreation programs, and drop-in recreational activities for community members of all ages. Verdugo Park is also the home of a variety of teen programs which include events and various youth development programs. In addition, this program provides oversight and supervision at the Valley Skate/BMX Park.

OBJECTIVES

- Offer on a quarterly basis, a variety of special interest classes and programs for all ages.
- Provide facility accessibility and equipment for community organizations.
- Coordinate seasonal day camp programs conducted on-site.
- Coordinate citywide teen events.
- Coordinate and supervise activities at the skate/BMX park facility.
- Provide liaison support to the City's Youth Board.
- Coordinate youth development programs, including the Youth Leadership Program (YLP) and the Counselor in Training Program (CIT).

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**4.350**	**4.350**	**4.750**	**0.400**
60001.0000 Salaries & Wages	$ 215,547	$ 359,883	$ 367,766	$ 7,883
60006.0000 OT-Nonsafety	270	3,000	3,000	
60012.0000 Fringe Bnfts	38,541	71,159	71,059	(100)
60012.1008 Fringe Bnfts:Retiree Benefits	1,972	4,140	4,446	306
60012.1509 Fringe Bnfts:ER Paid PERS	22,561	34,108	33,798	(310)
60012.1528 Fringe Bnfts:Workers Comp	3,606	4,785	3,457	(1,328)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	26,710	29,732	47,365	17,633
60015.0000 Wellness Program Reimbursement	248	-	-	
60027.0000 Taxes - Non Safety	3,314	5,262	5,376	114
60031.0000 Payroll Adjustment	14,589	-	-	
Salaries & Benefits	**327,359**	**512,070**	**536,268**	**24,198**
62000.0000 Utilities	$ 114,786	$ 95,789	$ 170,989	$ 75,200
62135.1013 Gov Svcs:Youth Leadership Prog	8,060	7,000	7,000	
62165.0000 Spec Rec Cont Svcs	79,390	145,050	145,050	
62300.0000 Spec Dept Supl	9,173	10,420	10,420	
62305.0000 Reimbursable Materials	8,683	11,559	11,559	
62310.0000 Office Supplies, Postage & Print	610	1,000	1,000	
62475.0000 F532 Vehicle Equip Rental Rate	8,283	7,952	8,337	385
62496.0000 F537 Computer System Rental	26,196	29,463	36,566	7,103
Materials, Supplies & Services	**255,181**	**308,233**	**390,921**	**82,688**
Total Expenses	**$ 582,540**	**$ 820,303**	**$ 927,189**	**$ 106,886**

Recreation Services Divison
Olive Recreation Center Program
001.PR31C

The Olive Recreation Center Program serves as the hub to coordinate all computerized registration for citywide instructional classes and Facility Attendant operational support. This program is responsible for coordinating recreation programs, special events, and drop-in recreational activities for citizens of all ages, and serves as a liaison to coordinate building maintenance and custodial services.

OBJECTIVES

- Provide facility access and equipment for drop-in recreational activities.
- Provide support for the Department's online registration program used for classes, active camps, and special event registration.
- Coordinate and provide a variety of quarterly special interest classes for the public at eight recreation facilities, and off-site locations.
- Coordinate the Department's annual Summer Camps and Recreation Fair.
- Administer and provide support for department special interest contract classes.
- Provide facility attendant support to recreation facilities.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**18.862**	**18.052**	**19.130**	**1.078**
60001.0000 Salaries & Wages	$ 644,794	$ 1,020,349	$ 1,066,001	$ 45,652
60006.0000 OT-Nonsafety	227	924	924	
60012.0000 Fringe Bnfts	61,024	166,119	164,781	(1,339)
60012.1008 Fringe Bnfts:Retiree Benefits	14,316	16,253	16,810	558
60012.1509 Fringe Bnfts:ER Paid PERS	50,534	96,000	97,179	1,180
60012.1528 Fringe Bnfts:Workers Comp	9,673	13,474	10,527	(2,947)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	48,722	74,795	105,788	30,993
60015.0000 Wellness Program Reimbursement	124	-	-	
60027.0000 Taxes - Non Safety	9,812	14,808	15,470	662
60031.0000 Payroll Adjustment	20,775	-	-	
Salaries & Benefits	**860,001**	**1,402,722**	**1,477,480**	**74,759**
62000.0000 Utilities	$ 16,507	$ 12,099	$ 22,099	$ 10,000
62165.0000 Spec Rec Cont Svcs	328,456	347,228	347,228	
62300.0000 Spec Dept Supl	18,451	20,700	20,750	50
62305.0000 Reimbursable Materials	50	50	-	(50)
62310.0000 Office Supplies, Postage & Print	2,039	1,700	1,700	
62485.0000 F535 Communication Rental Rate	1,231	1,231	1,098	(133)
62496.0000 F537 Computer System Rental	133,226	148,563	165,185	16,622
Materials, Supplies & Services	**499,960**	**531,571**	**558,060**	**26,489**
Total Expenses	**$ 1,359,961**	**$ 1,934,293**	**$ 2,035,540**	**$ 101,247**

Community Services Divison
Starlight Bowl
001.PR31D

The Starlight Bowl Program coordinates and provides a summer season of community-based programming at the Starlight Bowl outdoor amphitheater. This program is supported by Starlight Bowl ticket sales, parking revenue, a sponsorship program, and private rentals.

OBJECTIVES

- Provide six community-based, summer concerts for approximately 13,000 concert-goers, and a drone light show on the Fourth of July.
- Implement an effective, comprehensive marketing strategy for the Starlight Bowl as a City revenue-based venture.
- Enhance the use of the facility through creative partnerships, such as private rentals.
- Facilitate and oversee alternative uses at the amphitheater.
- Continue the Corporate Sponsorship Program.
- Enhance the Starlight Bowl website and online ticket sales.
- Continue to implement Zero Waste practices in all venue areas.
- Provide management support for the Starlight Bowl Transformation Project.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**1.700**	**1.700**	**1.450**	**(0.250)**
60001.0000 Salaries & Wages	$ 128,430	$ 149,275	$ 158,767	$ 9,491
60006.0000 OT-Nonsafety	532	-	-	
60012.0000 Fringe Bnfts	27,242	32,513	37,158	4,645
60012.1008 Fringe Bnfts:Retiree Benefits	1,569	1,383	1,274	(109)
60012.1509 Fringe Bnfts:ER Paid PERS	13,882	13,980	14,410	431
60012.1528 Fringe Bnfts:Workers Comp	1,954	1,976	1,577	(399)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	42,403	49,553	29,186	(20,367)
60015.0000 Wellness Program Reimbursement	124	-	-	
60027.0000 Taxes - Non Safety	1,869	2,164	2,302	138
60031.0000 Payroll Adjustment	4,160	-	-	
Salaries & Benefits	**222,165**	**250,844**	**244,674**	**(6,170)**
62085.0000 Other Professional Svcs	$ 67,500	$ 210,000	$ 210,000	$
62170.0000 Priv Cont Svcs	216,794	158,725	158,725	
62230.0000 PSD Billing Service	74	-	-	
62300.0000 Spec Dept Supl	11,235	29,291	29,291	
62496.0000 F537 Computer System Rental	9,478	10,457	11,831	1,374
62700.0000 Memberships & Dues	9,188	6,436	6,436	
62895.0000 Miscellaneous Expenses	5,701	4,000	4,000	
Materials, Supplies & Services	**319,971**	**418,909**	**420,283**	**1,374**
Total Expenses	**$ 542,136**	**$ 669,753**	**$ 664,957**	**$ (4,796)**

Recreation Services Divison
Stough Canyon Nature Center
001.PR31E

The Stough Canyon Nature Center, nestled in the Verdugo Mountains, provides the public with a convenient way to enjoy an oasis of natural habitat and beautiful surroundings. The Nature Center offers a variety of opportunities for the public to learn more about the wildlife, flora, fauna, and habitat in this area of Los Angeles County through planned activities, exhibits, and nature hikes. Partial funding is provided by a maintenance and servicing agreement with the Los Angeles County - Regional Park and Open Space District.

OBJECTIVES

- Provide an active adult docent program and junior docent program.
- Provide program opportunities and classes for the public including special events and themed hikes.
- Conduct seasonal full-day nature camps for youth ages 5 ½ to 11.
- Coordinate educational program opportunities for groups such as schools, outside camps, and scout groups.
- Coordinate the Haunted Adventure Halloween event.
- Enhance the use of the facility through private rentals and the Go Party! Program.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**4.650**	**4.650**	**4.080**	**(0.570)**
60001.0000 Salaries & Wages	$ 172,971	$ 271,230	$ 282,883	$ 11,654
60006.0000 OT-Nonsafety	2,952	1,500	1,500	
60012.0000 Fringe Bnfts	37,822	58,149	52,888	(5,261)
60012.1008 Fringe Bnfts:Retiree Benefits	3,008	3,465	3,743	278
60012.1509 Fringe Bnfts:ER Paid PERS	18,251	25,660	25,933	273
60012.1528 Fringe Bnfts:Workers Comp	3,896	3,975	3,067	(908)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	39,250	30,716	38,326	7,610
60015.0000 Wellness Program Reimbursement	124	-	-	
60027.0000 Taxes - Non Safety	2,593	3,955	4,124	169
60031.0000 Payroll Adjustment	12,860	-	-	
Salaries & Benefits	**293,726**	**398,649**	**412,464**	**13,815**
62000.0000 Utilities	$ 25,546	$ 23,247	$ 23,247	$
62085.0000 Other Professional Svcs	600	600	600	
62165.0000 Spec Rec Cont Svcs	3,782	13,000	13,000	
62300.0000 Spec Dept Supl	13,769	11,367	11,367	
62305.0000 Reimbursable Materials	6,868	3,900	3,900	
62310.0000 Office Supplies, Postage & Print	721	1,000	1,000	
62496.0000 F537 Computer System Rental	24,941	30,604	37,528	6,924
62685.0000 Holiday Decorations - City	1,390	1,400	1,400	
Materials, Supplies & Services	**77,617**	**85,118**	**92,042**	**6,924**
Total Expenses	**$ 371,343**	**$ 483,767**	**$ 504,506**	**$ 20,739**

Recreation Services Divison
Youth Resoruce Program
001.PR31F

The Youth Resource Program oversees contracts/agreements with the Family Service Agency (FSA) and Boys and Girls Club (BGC) to provide youth development and enrichment opportunities.

OBJECTIVES

- Provide administrative support for FSA to provide youth counseling services throughout the BUSD.
- Provide administrative support for BGC to provide a middle-school afterschool program.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62135.1002 Gov Svcs:Counseling	$ 245,000	$ -	$ -	$
62135.1010 Gov Svcs:Middle School Drop-In	25,000	-	-	
62305.0000 Reimbursable Materials	105	-	-	
62496.0000 F537 Computer System Rental	3,428	6,708	7,425	717
62895.0000 Miscellaneous Expenses	-	829	829	
62970.0000 Holding	-	270,000	270,000	
Materials, Supplies & Services	**273,533**	**277,537**	**278,254**	**717**
Total Expenses	**$ 273,533**	**$ 277,537**	**$ 278,254**	**$ 717**

Recreation Services Divison
Ovrom Park Program
001.PR31H

The Ovrom Park Program provides recreation programs, instructional classes, summer camps, and drop-in recreational activities for citizens of all ages.

OBJECTIVES

- Offer on a quarterly basis, a variety of special interest classes and programs for all ages.
- Provide facility accessibility and equipment for community organizations.
- Monitor the use of the facility by permit users.
- Coordinate the specialty day camps for children ages 5-14 years during the summer.
- Coordinate the Seasonal Breakfast with Santa special event.
- Coordinate the after-school programs offered at the nine elementary school sites throughout the City.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**3.225**	**3.225**	**2.880**	**(0.345)**
60001.0000 Salaries & Wages	$ 182,010	$ 231,701	$ 212,314	$ (19,387)
60006.0000 OT-Nonsafety	826	1,500	1,500	
60012.0000 Fringe Bnfts	31,885	54,186	48,090	(6,095)
60012.1008 Fringe Bnfts:Retiree Benefits	2,584	2,733	3,058	325
60012.1509 Fringe Bnfts:ER Paid PERS	16,309	21,689	19,256	(2,433)
60012.1528 Fringe Bnfts:Workers Comp	3,378	4,025	2,634	(1,391)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	4,575	19,245	34,257	15,012
60015.0000 Wellness Program Reimbursement	135	-	-	
60027.0000 Taxes - Non Safety	2,911	3,381	3,100	(281)
60031.0000 Payroll Adjustment	14,693	-	-	
Salaries & Benefits	**259,305**	**338,460**	**324,210**	**(14,251)**
62000.0000 Utilities	$ 34,755	$ 37,100	$ 37,100	$
62085.0000 Other Professional Svcs	-	2,850	2,850	
62165.0000 Spec Rec Cont Svcs	99,644	70,750	70,750	
62165.1001 Spec Rec Cont Svcs:Art Exp	-	25,000	25,000	
62300.0000 Spec Dept Supl	9,296	9,000	9,000	
62305.0000 Reimbursable Materials	1,011	1,000	1,000	
62310.0000 Office Supplies, Postage & Print	1,202	1,800	1,800	
62496.0000 F537 Computer System Rental	20,210	29,753	35,580	5,827
62685.0000 Holiday Decorations - City	1,819	2,000	2,000	
Materials, Supplies & Services	**167,938**	**179,253**	**185,080**	**5,827**
Total Expenses	**$ 427,243**	**$ 517,713**	**$ 509,290**	**$ (8,424)**

Recreation Services Divison
Daycamp and Afterschool Program
001.PR32A

The Summer Daycamp and Afterschool Program provides day camps during the summer, winter, and spring breaks, and the Afterschool Daze Program during the school year. The Afterschool Daze Program and Kinder Club Program service eight Burbank Unified elementary schools with a total of 10 programs. The program offers a structured, enriching, and safe environment for over 500 elementary-age children during after-school hours. Summer day camps are offered for children ages 5 to 14 and provide an opportunity for children to experience and enjoy a variety of fun and exciting summer activities.

OBJECTIVES

- Provide a comprehensive program of day camp activities, including games, sports, aquatics, and excursions.
- Provide day camp extended care before and after regular operating hours to better serve working parents.
- Provide after-school programming for eight elementary schools.
- Coordinate and oversee after-school care for kindergarteners through Kinder Club.
- Provide a separate day camp program designed specifically for youth ages 11 to 14, to include a variety of activities, excursions, and special events.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**20.560**	**22.680**	**22.759**	**0.079**
60001.0000 Salaries & Wages	$ 1,177,276	$ 1,052,889	$ 1,166,508	$ 113,619
60006.0000 OT-Nonsafety	9,538	12,192	12,192	
60012.0000 Fringe Bnfts	101,914	127,230	142,654	15,424
60012.1008 Fringe Bnfts:Retiree Benefits	19,476	17,465	18,866	1,401
60012.1509 Fringe Bnfts:ER Paid PERS	85,628	100,569	107,875	7,306
60012.1528 Fringe Bnfts:Workers Comp	21,494	22,908	22,309	(599)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	156,228	167,608	174,908	7,300
60015.0000 Wellness Program Reimbursement	529	-	-	
60027.0000 Taxes - Non Safety	17,718	15,444	17,091	1,647
60031.0000 Payroll Adjustment	21,548	-	-	
Salaries & Benefits	**1,611,349**	**1,516,305**	**1,662,403**	**146,098**
62165.0000 Spec Rec Cont Svcs	$ 65,689	$ 67,098	$ 67,098	$
62170.0000 Priv Cont Svcs	62,214	80,251	80,251	
62300.0000 Spec Dept Supl	47,071	49,300	49,300	
62305.0000 Reimbursable Materials	63,854	40,004	40,004	
62310.0000 Office Supplies, Postage & Print	-	3,250	3,250	
62450.0000 Bldg Gnds Maint&Rep	42	-	-	
62475.0000 F532 Vehicle Equip Rental Rate	13,378	13,337	14,215	878
62496.0000 F537 Computer System Rental	95,099	93,635	124,223	30,588
62700.0000 Memberships & Dues	145	1,000	1,000	
62895.0000 Miscellaneous Expenses	2,093	2,000	2,000	
Materials, Supplies & Services	**349,585**	**349,875**	**381,341**	**31,466**
Total Expenses	**$ 1,960,935**	**$ 1,866,180**	**$ 2,043,744**	**$ 177,564**

Recreation Services Divison
Organized Sports Program
001.PR32B

The Organized Sports Program provides youth and adult sports programs, including volleyball, basketball, track and field, softball, baseball, pickleball, cross country, and flag football. This section also trains game officials and scorekeepers and provides seasonal instructional leagues, sports camps, and several major citywide special events.

OBJECTIVES

- Offer year-round organized sports leagues for adults.
- Organize broad year-round sports programs and leagues for youth.
- Coordinate special events for participants in youth sports programs including Civitan Jamboree Day.
- Coordinate community events at local professional sporting events including Los Angeles (LA) Lakers, LA Dodgers, LA Clippers, LA Kings, and LA Galaxy Days.
- Recruit, instruct, and certify game officials and scorekeepers for the City's organized sports leagues.
- Develop and conduct training for volunteer coaches working with youth teams.
- Provide liaison and program support for the Burbank Athletic Federation (BAF).
- In coordination with the BAF, provide liaison staff and program support for the Burbank Athletics Walk of Fame.

CHANGES FROM PRIOR YEAR

To meet the Departments operational needs, a Principal Clerk was upgraded to administrative Analyst II. An additional $16,250 was added to the Special Recreational Contracts Services account to support third-party contract instructors using an Instructional Services Agreement (ISA) for sports programs.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**13.933**	**13.933**	**13.720**	**(0.213)**
60001.0000 Salaries & Wages	$ 797,666	$ 946,722	$ 995,309	$ 48,587
60006.0000 OT-Nonsafety	8,223	7,854	7,854	
60012.0000 Fringe Bnfts	130,482	149,348	154,585	5,237
60012.1008 Fringe Bnfts:Retiree Benefits	8,955	11,331	12,243	912
60012.1509 Fringe Bnfts:ER Paid PERS	69,956	88,712	90,386	1,674
60012.1528 Fringe Bnfts:Workers Comp	11,930	13,537	8,423	(5,114)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	173,339	144,455	147,369	2,914
60015.0000 Wellness Program Reimbursement	591	-	-	
60027.0000 Taxes - Non Safety	12,013	13,841	14,546	705
60031.0000 Payroll Adjustment	40,235	-	-	
Salaries & Benefits	**1,253,388**	**1,375,801**	**1,430,716**	**54,915**
62085.0000 Other Professional Svcs	$ 1,924	$ 11,000	$ 11,000	$
62165.0000 Spec Rec Cont Svcs	264,092	347,710	363,960	16,250
62165.1000 Spec Rec Cont Svcs:League Offc	409,452	429,000	429,000	
62300.0000 Spec Dept Supl	56,356	50,585	50,585	
62305.0000 Reimbursable Materials	39,808	35,450	35,450	
62310.0000 Office Supplies, Postage & Print	6,622	6,200	6,200	
62475.0000 F532 Vehicle Equip Rental Rate	31,393	27,841	43,296	15,455
62496.0000 F537 Computer System Rental	72,956	85,541	92,091	6,550
Materials, Supplies & Services	**882,603**	**993,327**	**1,031,582**	**38,255**
Total Expenses	**$ 2,135,991**	**$ 2,369,128**	**$ 2,462,298**	**$ 93,170**

Recreation Services Divison
Aquatics Program
001.PR32C

The Aquatics Program provides a comprehensive aquatic program for participants of all ages at the McCambridge Park 50-meter pool (seasonal) and the Verdugo Aquatic Facility 50-meter and activity pool (year-round).

OBJECTIVES

- Provide American Red Cross Learn-to-Swim lessons and aquatics fitness programs for all ages.
- Organize and oversee American Red Cross training programs for lifeguarding and water safety instruction.
- Coordinate and provide programming for lap swim, master swim team, youth water polo, synchronized swim team, and youth swim teams.
- Conduct various special events for aquatic patrons including Polar Plunge, Rock-a-Hula, Summer Kickoff, 4th of July Celebration, and the Floating Pumpkin Patch.
- Provide pool party rental opportunities through the Go! Party Program during the spring, summer, and fall seasons.

CHANGES FROM PRIOR YEAR

An additional $80,327 was added to the Special Recreation Contract Services account to support third-party contract instructors using an Instructional Services Agreement (ISA) for aquatic classes.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**14.230**	**14.230**	**15.446**	**1.216**
60001.0000 Salaries & Wages	$ 735,202	$ 943,903	$ 991,407	$ 47,504
60006.0000 OT-Nonsafety	3,418	9,386	9,386	
60012.0000 Fringe Bnfts	72,169	140,329	97,461	(42,868)
60012.1008 Fringe Bnfts:Retiree Benefits	12,939	12,486	13,383	897
60012.1509 Fringe Bnfts:ER Paid PERS	36,611	89,361	91,003	1,642
60012.1528 Fringe Bnfts:Workers Comp	7,872	11,988	9,319	(2,668)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	94,855	90,792	76,007	(14,785)
60015.0000 Wellness Program Reimbursement	17	-	-	
60027.0000 Taxes - Non Safety	11,266	13,823	14,511	689
60031.0000 Payroll Adjustment	23,871	-	-	
Salaries & Benefits	**998,220**	**1,312,069**	**1,302,478**	**(9,591)**
62165.0000 Spec Rec Cont Svcs	$ 154,810	$ 134,700	$ 215,027	$ 80,327
62170.0000 Priv Cont Svcs	9,037	10,000	10,000	
62300.0000 Spec Dept Supl	51,225	29,800	29,800	
62305.0000 Reimbursable Materials	1,956	1,980	1,980	
62310.0000 Office Supplies, Postage & Print	2,661	2,390	2,390	
62496.0000 F537 Computer System Rental	80,402	86,939	95,104	8,165
Materials, Supplies & Services	**300,091**	**265,809**	**354,301**	**88,492**
Total Expenses	**$ 1,298,311**	**$ 1,577,878**	**$ 1,656,779**	**$ 78,901**

Community Services Divison
Cultural Services Program
001.PR32D

The Cultural Services Program provides a variety of performing and visual arts programs, exhibits, instructional classes, workshops, and special events to the Burbank community.

OBJECTIVES

- Offer quarterly visual and performing art classes for youth and adults.
- Maintain and update content on the Burbank Arts website.
- Provide liaison support to the Burbank Cultural Arts Commission and other arts organizations.
- Coordinate and conduct at least ten gallery shows each year at the Betsy Lueke Creative Arts Center Gallery.
- Coordinate the annual Youth Art Expo with the Burbank Unified School District.
- Coordinate with the Fine Arts Federation to provide a membership show and the Holiday Boutique.
- Coordinate the annual Community Arts Grant program.
- Offer free arts-related educational workshops and community arts events.

CHANGES FROM PRIOR YEAR

Art in Public Places one-time restrictive funding in the amount of $8,750 has been added to the Special Departmental Supplies account to pay for Phase 10 of the Burbank Arts Utility Box Beautification Program, which will commission artists to paint a total of seven new utility boxes. Since its inception, a total of 74 utility boxes have been painted. Two Work Trainee I positions were downgraded from 0.350 FTE and 0.150 FTE to 0.100 FTE each and two Recreation Leaders from 0.500 FTE to 0.600 FTE to better reflect the scope of work.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.260**	**5.060**	**5.910**	**0.850**
60001.0000 Salaries & Wages	$ 362,821	$ 449,733	$ 411,046	$ (38,686)
60006.0000 OT-Nonsafety	3,577	1,386	1,386	
60012.0000 Fringe Bnfts	76,879	92,083	97,706	5,622
60012.1008 Fringe Bnfts:Retiree Benefits	3,889	4,279	5,193	915
60012.1509 Fringe Bnfts:ER Paid PERS	38,474	42,544	37,701	(4,843)
60012.1528 Fringe Bnfts:Workers Comp	4,926	6,307	4,455	(1,852)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	51,950	56,612	80,945	24,333
60015.0000 Wellness Program Reimbursement	124	-	-	
60027.0000 Taxes - Non Safety	5,247	6,541	5,980	(561)
60031.0000 Payroll Adjustment	7,635	-	-	
Salaries & Benefits	**555,522**	**659,485**	**644,413**	**(15,072)**
62085.0000 Other Professional Svcs	$ 21,092	$ 7,500	$ 8,750	$ 1,250
62165.0000 Spec Rec Cont Svcs	112,729	82,120	82,120	
62165.1001 Spec Rec Cont Svcs:Art Exp	9,200	0	0	
62300.0000 Spec Dept Supl	18,031	12,547	12,547	
62300.1014 Spec Dept Supl:Cultural Arts Items	-	5,000	5,000	
62305.0000 Reimbursable Materials	17,637	17,586	17,586	
62310.0000 Office Supplies, Postage & Print	2,587	3,000	3,000	
62496.0000 F537 Computer System Rental	26,512	38,988	45,572	6,584
62660.0000 Performing Arts	107,887	100,000	150,000	50,000
62895.0000 Miscellaneous Expenses	-	658	658	
Materials, Supplies & Services	**315,676**	**267,399**	**325,233**	**57,834**
Total Expenses	**$ 871,198**	**$ 926,884**	**$ 969,646**	**$ 42,762**

Community Services Divison
Commercial and Special Events Program
001.PR32E

The Commercial and Special Events Program coordinates, provides, and facilitates various citywide events with a variety of civic groups and organizations.

OBJECTIVES

- Coordinate and conduct holiday and seasonal special events, including the annual Fourth of July celebration and the Mayor's Tree Lighting Ceremony.

CHANGES FROM PRIOR YEAR

The Independence Day Celebration account was increased by $105,000 to fund the City's transition to an annual July 4th Drone Light Show.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.050**	**0.050**	**0.050**	
60001.0000 Salaries & Wages	$ 6,609	$ 6,565	$ 7,684	$ 1,119
60006.0000 OT-Nonsafety	-	2,185	2,185	
60012.0000 Fringe Bnfts	1,436	1,473	1,762	288
60012.1008 Fringe Bnfts:Retiree Benefits	49	41	44	3
60012.1509 Fringe Bnfts:ER Paid PERS	649	616	698	83
60012.1528 Fringe Bnfts:Workers Comp	74	83	72	(11)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	1,227	1,292	1,365	73
60027.0000 Taxes - Non Safety	93	127	143	16
Salaries & Benefits	**10,136**	**12,382**	**13,953**	**1,572**
62085.0000 Other Professional Svcs	$ -	$ -	$ 105,000	$ 105,000
62300.0000 Spec Dept Supl	42,674	16,016	16,016	
62496.0000 F537 Computer System Rental	13,246	25,810	28,594	2,784
62680.0000 Independence Day Celebration	19,500	39,000	39,000	
62685.0000 Holiday Decorations - City	10,551	14,983	14,983	
62895.0000 Miscellaneous Expenses	1,050	1,500	1,500	
Materials, Supplies & Services	**87,021**	**97,309**	**205,093**	**107,784**
Total Expenses	**$ 97,157**	**$ 109,691**	**$ 219,046**	**$ 109,356**

Recreation Services Divison
Athletic Leagues
001.PR32F

The Athletic Leagues program provides the operational and resource support for the delivery of year-round youth and adult athletic leagues conducted at a variety of the City's athletic facilities.

OBJECTIVES

- Provide support and assurance that each league is conducted in a safe and organized manner.
- In coordination with the Burbank Athletic Federation, establish procedures and administer required discipline for game infractions.
- Ensure that the majority of needed resources for league operations are collected through Athletic League fees.
- Provide oversight of all sports facilities.
- Establish and support a code of conduct for participants, coaches, managers, officials, and spectators to ensure good sportsmanship.
- Provide for awards, schedules, supplies, registration fees, uniforms, game forfeitures, and program improvements.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62085.0000 Other Professional Svcs	$ 3,912	$ 17,500	$ 17,500	$
62300.0000 Spec Dept Supl	210,621	47,600	47,600	
62305.0000 Reimbursable Materials	84,513	92,600	92,600	
62450.0000 Bldg Gnds Maint&Rep	78,546	50,000	50,000	
62475.0000 F532 Vehicle Equip Rental Rate	13,252	17,645	17,541	(104)
62496.0000 F537 Computer System Rental	5,119	10,366	11,060	694
62700.0000 Memberships & Dues	428	800	800	
Materials, Supplies & Services	**396,391**	**236,511**	**237,101**	**590**
Total Expenses	**$ 396,391**	**$ 236,511**	**$ 237,101**	**$ 590**

Community Services Divison
Burbank Volunteer Programs
001.PR41A

The Burbank Volunteer Program (BVP) provides the personnel necessary to recruit, interview, screen, and refer volunteers in needed areas and programs throughout the City. This program benefits the community, in particular, the community member participants who "get involved," utilizing their individual abilities to provide service throughout the community.

OBJECTIVES

- Recruit, screen, and place prospective individuals of all ages to become volunteers.
- Recruit volunteer stations where volunteers can be assigned.
- Provide approximately 750 volunteers to around 40 volunteer stations, delivering 130,000 hours of service annually.
- Recruit station supervisors to assist in the training of volunteers.
- Coordinate the publication of the volunteer newsletter, which is distributed to over 800 volunteers four times per year.
- Provide instructional meetings for volunteers.
- Administer a National Background screening for volunteers.
- Administer Project Hope to pair Burbank residents 55+ with a volunteer to assist with errands, grocery shopping, and companionship.
- Coordinate Phone Pals, a volunteer telephone companionship program.
- Coordinate monthly DIG events and two Plant for a Greener Burbank events.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.187**	**2.187**	**2.139**	**(0.048)**
60001.0000 Salaries & Wages	$ 118,878	$ 133,357	$ 147,066	$ 13,709
60006.0000 OT-Nonsafety	-	177	177	
60012.0000 Fringe Bnfts	25,846	36,496	34,676	(1,820)
60012.1008 Fringe Bnfts:Retiree Benefits	1,360	1,781	1,880	98
60012.1509 Fringe Bnfts:ER Paid PERS	12,137	12,860	13,733	873
60012.1528 Fringe Bnfts:Workers Comp	1,862	2,093	1,848	(244)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	-	9,460	25,460	16,000
60027.0000 Taxes - Non Safety	1,733	1,936	2,135	199
60031.0000 Payroll Adjustment	3,183	-	-	
Salaries & Benefits	**164,998**	**198,160**	**226,975**	**28,815**
62085.0000 Other Professional Svcs	$ 6,420	$ 12,000	$ 12,000	$
62170.0000 Priv Cont Svcs	1,000	1,000	1,000	
62220.0000 Insurance	115,929	136,366	164,144	27,778
62300.0000 Spec Dept Supl	2,138	7,970	7,970	
62310.0000 Office Supplies, Postage & Print	1,729	2,907	9,907	7,000
62485.0000 F535 Communication Rental Rate	25,262	25,262	33,296	8,034
62496.0000 F537 Computer System Rental	8,051	12,683	15,055	2,372
Materials, Supplies & Services	**160,529**	**198,188**	**243,372**	**45,184**
Total Expenses	**$ 325,527**	**$ 396,348**	**$ 470,347**	**$ 73,999**

Community Services Divison
Supplemental Nutrition Program
001.PR42A

The Supplemental Nutrition Services Program is partially funded by a grant from the Los Angeles Area Agency on Aging to provide congregate and home-delivered meal programs in Burbank. The Congregate Meal Program provides nutritious, balanced meals in a safe, friendly, and supportive group setting, in conjunction with a variety of community-based services that maximize the seniors' independence and quality of life. The Home Delivered Meal Program assists frail and disabled homebound adults 60 years of age and older so they may live healthy, dignified lives, and remain independent and self-sufficient in their own homes as long as possible. Meals are prepared in the central kitchen five days per week at the McCambridge Recreation Center and are distributed to the Joslyn Adult Center and the Tuttle Adult Center congregate sites, as well as home-delivery recipients.

OBJECTIVES

- Provide 90,000 congregate and home-delivered meals to seniors over the age of 60.
- Provide recreational opportunities and special events in conjunction with the congregate meal program.
- Provide annual recognition events to volunteers who help serve the congregate meals and deliver the home-delivered meals.
- Provide nutritionally well-balanced meals that meet the nutritional requirements of the Federal Older American Act, and provide at least one-third of the United States Department of Agriculture (USDA) requirements for adults 60 years of age and over.
- Provide liaison support to the Burbank Nutrition Advisory Group.
- Coordinate a holiday meal program that provides home-delivered Thanksgiving and Christmas dinners for homebound seniors.

CHANGES FROM PRIOR YEAR

To meet the Department's operational needs, a Principal Clerk was upgraded to Administrative Analyst II and moved to this cost center. $312,500 in one-time funding was added to the Special Departmental Supplies account to cover Senior Nutrition Program costs. To meet the Department's operational needs, $3,000 was moved from Miscellaneous Expense, and $4,000 was moved from Special Department Supplies accounts to the Office Supplies, Postage and Printing account.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**-**	**-**	**1.000**	**1.000**
60001.0000 Salaries & Wages	$ -	$ -	$ 99,228	$ 99,228
60012.0000 Fringe Bnfts	-	-	27,099	27,099
60012.1509 Fringe Bnfts:ER Paid PERS	-	-	9,020	9,020
60027.0000 Taxes - Non Safety	-	-	1,439	1,439
Salaries & Benefits	**-**	**-**	**136,785**	**136,785**
62300.0000 Spec Dept Supl	$ 853,525	$ 520,084	$ 828,584	$ 308,500
62310.0000 Office Supplies, Postage & Print	3,066	1,000	1,000	
62435.0000 Gen Equip Maint&Rep	12,963	25,467	25,467	
62475.0000 F532 Vehicle Equip Rental Rate	57,119	45,095	38,603	(6,492)
62496.0000 F537 Computer System Rental	5,919	12,081	12,626	545
62700.0000 Memberships & Dues	-	160	160	
62895.0000 Miscellaneous Expenses	7,319	6,085	3,085	(3,000)
Materials, Supplies & Services	**939,911**	**609,972**	**909,525**	**299,553**
Total Expenses	**$ 939,911**	**$ 609,972**	**$ 1,046,310**	**$ 436,338**

Community Services Divison
Congregate Meals
001.PR42B

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**8.312**	**8.312**	**7.787**	**(0.525)**
60001.0000 Salaries & Wages	$ 476,460	$ 536,153	$ 487,507	$ (48,646)
60006.0000 OT-Nonsafety	810	766	766	
60012.0000 Fringe Bnfts	99,687	117,556	111,050	(6,506)
60012.1008 Fringe Bnfts:Retiree Benefits	7,251	6,804	7,348	543
60012.1509 Fringe Bnfts:ER Paid PERS	43,244	50,741	44,760	(5,981)
60012.1528 Fringe Bnfts:Workers Comp	23,015	20,462	13,403	(7,059)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	83,133	81,302	81,393	91
60015.0000 Wellness Program Reimbursement	786	-	-	
60027.0000 Taxes - Non Safety	7,193	7,785	7,080	(705)
60031.0000 Payroll Adjustment	20,094	-	-	
Salaries & Benefits	**761,672**	**821,569**	**753,307**	**(68,262)**
Total Expenses	**$ 761,672**	**$ 821,569**	**$ 753,307**	**$ (68,262)**

Home Delivery
001.PR42C

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.847**	**6.847**	**6.227**	**(0.620)**
60001.0000 Salaries & Wages	$ 244,067	$ 441,449	$ 395,717	$ (45,732)
60006.0000 OT-Nonsafety	472	-	-	
60012.0000 Fringe Bnfts	60,361	108,247	94,588	(13,659)
60012.1008 Fringe Bnfts:Retiree Benefits	4,677	5,535	5,977	441
60012.1509 Fringe Bnfts:ER Paid PERS	24,244	41,385	35,949	(5,437)
60012.1528 Fringe Bnfts:Workers Comp	24,524	21,084	13,522	(7,562)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	60,893	58,034	63,503	5,469
60015.0000 Wellness Program Reimbursement	384	-	-	
60027.0000 Taxes - Non Safety	3,522	6,401	5,738	(663)
60031.0000 Payroll Adjustment	7,627	-	-	
Salaries & Benefits	**430,770**	**682,136**	**614,994**	**(67,142)**
Total Expenses	**$ 430,770**	**$ 682,136**	**$ 614,994**	**$ (67,142)**

Community Services Divison
Information and Assistance Program
001.PR43A

The Information and Assistance Program provides the critical services of collecting, assisting, and disseminating information about senior adult services and directs callers to an agency or organization that can extend the assistance necessary to resolve the client's issues or needs. In some cases, staff works directly with supportive service agencies to ensure that clients receive proper attention. The telephone reassurance and friendly visitation programs provide outreach services to homebound individuals who need social interaction. This program also provides some supportive services. Clients are often referred through various City departments such as the Police, Fire, Public Works, and the Burbank Water and Power Department.

OBJECTIVES

- Link older persons and their family members who need assistance to the appropriate service agency.
- Provide telephone and friendly visitation contact to distribute information and reassure and comfort clients who are unable to leave their place of residence.
- Provide volunteer shopping services.
- Host programs for service agencies that provide medical, legal counseling, visual, and Medicare assistance.
- Train and supervise volunteers who provide referral services to our community.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62300.0000 Spec Dept Supl	$ -	$ 1,028	$ 1,028	$
62310.0000 Office Supplies, Postage & Print	281	300	300	
62496.0000 F537 Computer System Rental	3,242	3,180	-	(3,180)
62895.0000 Miscellaneous Expenses	-	150	150	
Materials, Supplies & Services	**3,523**	**4,658**	**1,478**	**(3,180)**
Total Expenses	**$ 3,523**	**$ 4,658**	**$ 1,478**	**$ (3,180)**

Community Services Divison
Senior Recreation Program
001.PR45A

The Senior Recreation Program plans and provides a variety of recreation programs geared for adults ages 55 and older. This program is housed at both the Joslyn Adult Center and Tuttle Center and is responsible for the coordination, supervision, marketing, and administration of group activities, educational programs, day excursions, health education and screenings, special events, contract classes, and various recreational activities.

OBJECTIVES

- Provide 12 health screenings and 12 seminars annually.
- Conduct 40 area programs and activities for adults 55 years of age and over.
- Partner with 30 senior organizations to provide meeting rooms and programming opportunities.
- Provide community education programs that focus on aging issues and provide resource and referral materials.
- Provide 25 instructional and support programs annually.
- Provide special events for Older Americans Month.
- Coordinate the holiday program for older adults and persons with disabilities.
- Coordinate the selection and recognition for Older Americans Month and Senior Volunteer recognition.
- Coordinate 50 fitness, dance, and wellness programs.
- Coordinate and conduct holiday and seasonal special events including the Spring Egg-Stravaganza.
- Provide liaison support for the Senior Citizen Board.
- Coordinate with the Burbank Family Agency to provide programs and support services for individuals aged 55 and over.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.384**	**5.384**	**4.380**	**(1.004)**
60001.0000 Salaries & Wages	$ 288,934	$ 329,104	$ 350,662	$ 21,559
60006.0000 OT-Nonsafety	-	176	176	
60012.0000 Fringe Bnfts	47,230	67,517	70,602	3,085
60012.1008 Fringe Bnfts:Retiree Benefits	4,617	3,563	3,849	286
60012.1509 Fringe Bnfts:ER Paid PERS	26,685	31,110	32,120	1,010
60012.1528 Fringe Bnfts:Workers Comp	5,320	5,211	4,452	(759)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	53,809	47,157	55,787	8,630
60015.0000 Wellness Program Reimbursement	428	-	-	
60027.0000 Taxes - Non Safety	4,416	4,775	5,087	313
60031.0000 Payroll Adjustment	14,188	-	-	
Salaries & Benefits	**445,626**	**488,612**	**522,736**	**34,123**
62000.0000 Utilities	$ 91,540	$ 93,305	$ 104,505	$ 11,200
62165.0000 Spec Rec Cont Svcs	4,757	14,000	14,000	
62300.0000 Spec Dept Supl	41,288	12,043	12,043	
62305.0000 Reimbursable Materials	22,471	60,000	60,000	
62310.0000 Office Supplies, Postage & Print	3,836	3,200	3,200	
62475.0000 F532 Vehicle Equip Rental Rate	6,257	5,068	6,059	991
62496.0000 F537 Computer System Rental	81,605	113,242	78,180	(35,062)
62685.0000 Holiday Decorations - City	5,354	9,000	9,000	
Materials, Supplies & Services	**257,109**	**309,858**	**286,987**	**(22,871)**
Total Expenses	**$ 702,735**	**$ 798,470**	**$ 809,723**	**$ 11,252**

Community Services Divison
Human Services Program
001.PR46A

The Human Services Program provides a special information and referral program designed to respond to the service needs of the Burbank community. This program provides information and referrals, working with County services and non-profit organizations to improve the quality of life for seniors and residents with disabilities. It also acts as a liaison to the Supporters of Senior Services in Burbank.

OBJECTIVES

- Provide information and social service referrals on an annual basis to senior and disabled community members.
- Provide liaison support for the Supporters of Senior Services in Burbank.
- Collaborate with non-profit organizations and foundations providing supportive services and assistance.
- Provide support for Senior and Human Services.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.500**	**0.500**	**0.500**	
60001.0000 Salaries & Wages	$ -	$ 44,007	$ 45,123	$ 1,116
60012.0000 Fringe Bnfts	-	7,323	7,202	(121)
60012.1008 Fringe Bnfts:Retiree Benefits	453	407	439	33
60012.1509 Fringe Bnfts:ER Paid PERS	-	4,331	4,304	(27)
60012.1528 Fringe Bnfts:Workers Comp	519	-	424	424
60027.0000 Taxes - Non Safety	-	638	654	16
Salaries & Benefits	**972**	**56,706**	**58,146**	**1,440**
62170.1001 Priv Cont Svcs:Temp Staff	$ 28,750	$ -	$ -	$
62310.0000 Office Supplies, Postage & Print	-	100	100	
62496.0000 F537 Computer System Rental	32,902	30,751	34,274	3,523
Materials, Supplies & Services	**61,652**	**30,851**	**34,374**	**3,523**
Total Expenses	**$ 62,624**	**$ 87,557**	**$ 92,520**	**$ 4,963**

Community Services Divison
Animal Shelter
001.PR47A

The Animal Shelter is part of the Community Services Division and is responsible for enforcing all laws related to the regulation, care, treatment, and impounding of animals, including licensing, inspection of kennels, stables and pet stores, and investigation of complaints. It is a full-service Animal Shelter that provides animal recovery, temporary shelter, adoption services, education, and enforcement to protect the welfare of animals and the community we serve.

OBJECTIVES

- Provide timely responses to citizen calls for service concerning loose domesticated animals, animal concerns, or complaints.
- Operate an efficient animal registration program.
- Maintain an active spay/neuter education program.
- Continue to promote the microchip animal identification program.
- Actively promote animal adoption and public education through community events, the Parks and Recreation Department's website, social media, and other media outlets.
- Promote kitten adoption by nurturing and socializing newborn kittens through the Kitten Foster Program.
- Provide responsible animal care and the adoption of healthy animals by diagnosing and treating animals through the medical and vaccination program.
- Continue educating elementary school students on animal care and other animal-related topics to foster compassion and understanding and diminish the potential for animal cruelty.
- Educate the community on co-existing with the various wildlife indigenous to Burbank.
- Actively apply for grants to enhance and support animal care programs.
- Actively seek community partnerships to enhance the services provided to the community and the animals served by the Shelter.
- Utilize volunteers to maximize the Shelter's operational effectiveness.
- Enhance the quality of life and adoption rates of long-term resident dogs through the Adult Dog Foster Program.
- Provide a broader presence in parks to assist with education and enforcement of pertinent laws.

Community Services Division
Animal Shelter
001.PR47A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**15.500**	**15.500**	**15.500**	
60001.0000 Salaries & Wages	$ 1,020,327	$ 1,308,328	$ 1,354,814	$ 46,486
60006.0000 OT-Nonsafety	88,179	80,000	80,000	
60012.0000 Fringe Bnfts	192,039	300,320	306,858	6,538
60012.1008 Fringe Bnfts:Retiree Benefits	-	12,608	13,620	1,012
60012.1509 Fringe Bnfts:ER Paid PERS	103,631	122,928	123,355	426
60012.1528 Fringe Bnfts:Workers Comp	16,029	15,589	14,020	(1,569)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	226,433	220,031	206,279	(13,752)
60015.0000 Wellness Program Reimbursement	968	-	-	
60016.1528 Frng Bnfts-Sfty:Workers Comp	67,687	72,768	43,629	(29,139)
60023.0000 Uniform & Tool Allowance	-	900	900	
60027.0000 Taxes - Non Safety	16,991	20,144	20,818	674
60031.0000 Payroll Adjustment	82,989	-	-	
Salaries & Benefits	**1,815,272**	**2,153,617**	**2,164,293**	**10,677**
62000.0000 Utilities	$ 86,913	$ 86,075	$ 86,075	$
62085.0000 Other Professional Svcs	8,749	14,000	14,000	
62170.0000 Priv Cont Svcs	39,835	66,000	66,000	
62170.1001 Priv Cont Svcs:Temp Staff	204,857	-	-	
62300.0000 Spec Dept Supl	222,736	191,225	191,225	
62310.0000 Office Supplies, Postage & Print	19,289	18,500	18,500	
62405.0000 Uniforms & Tools	7,886	8,000	8,000	
62420.0000 Books & Periodicals	-	200	200	
62435.0000 Gen Equip Maint&Rep	-	500	500	
62455.0000 Equipment Rental	3,755	9,800	9,800	
62470.0000 F533 Office Equip Rental Rate	2,852	2,852	2,852	
62475.0000 F532 Vehicle Equip Rental Rate	5,758	87,429	79,806	(7,623)
62485.0000 F535 Communication Rental Rate	30,742	30,742	34,687	3,945
62496.0000 F537 Computer System Rental	156,984	195,053	191,448	(3,605)
62700.0000 Memberships & Dues	784	425	425	
62710.0000 Travel	-	450	450	
62755.0000 Training-General	9,385	2,500	2,500	
Materials, Supplies & Services	**800,525**	**713,751**	**706,468**	**(7,283)**
70023.0532 Capital Contribution:Fund 532	$ 40,000	$ -	$ -	$
Capital Expenses	**40,000**	**-**	**-**	
Total Expenses	**$ 2,655,797**	**$ 2,867,368**	**$ 2,870,761**	**$ 3,394**

Public Improvements Fund
Administration
127.PR21A

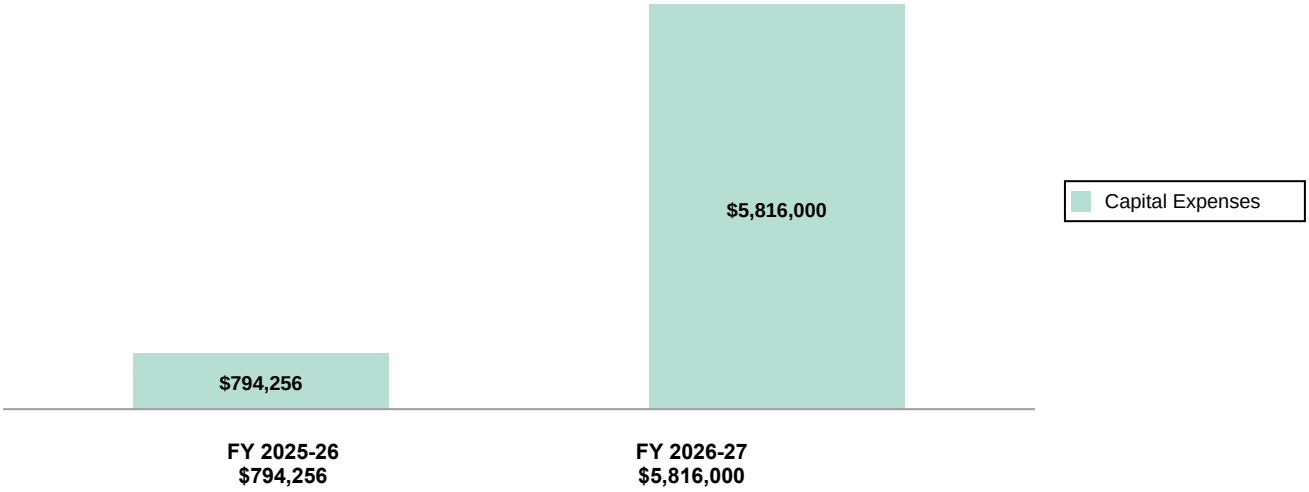
This program funds public improvements through the receipt of Development Impact Fees collected by the Community Development Department. This section provides funding for capital improvement projects and capital items associated with the Parks and Recreation Department.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
70003.0000 Park Improvements	$ -	$ 2,263,219	$ -	$ (2,263,219)
Capital Expenses	**-**	**2,263,219**	**-**	**(2,263,219)**
Total Expenses	**-**	**$ 2,263,219**	**-**	**$ (2,263,219)**

General City Capital Projects Fund
Facility Planning and Development Program
370.PR Total

Fund 370 was created to account for large or one-time General City capital projects. The majority of the funding comes from contributions from the General Fund (Fund 001), as well as a variety of grant sources and restricted budgetary reserves. This section supports Fund 370 related activities for the Parks and Recreation Department.

Parks and Recreation General City Capital Project Fund Summar



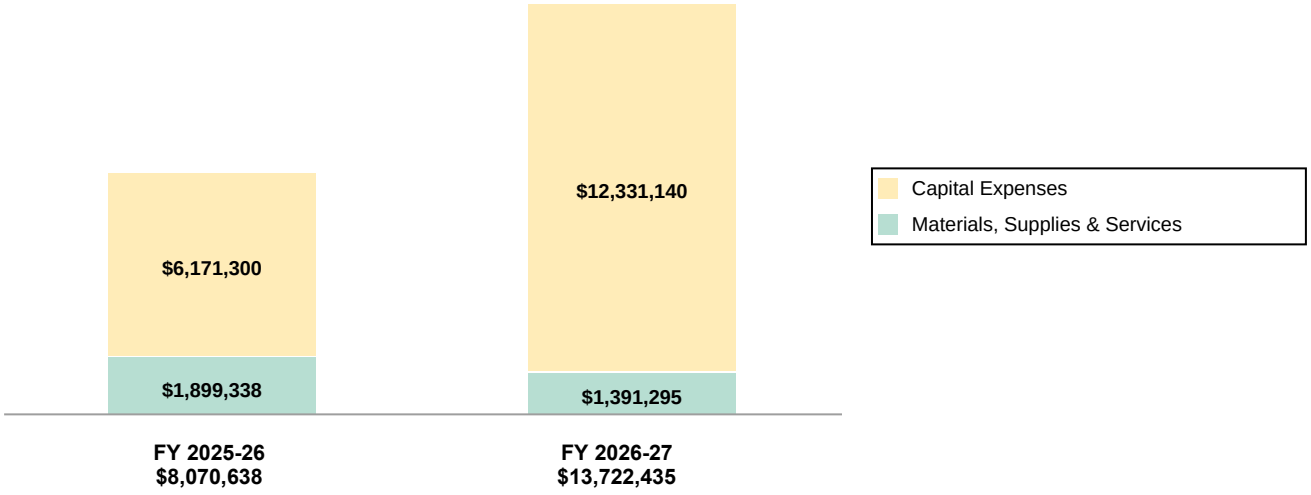
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
70003.0000 Park Improvements	$ 53,488	$ 794,256	$ 5,816,000	$ 5,021,744
Capital Expenses	**53,488**	**794,256**	**5,816,000**	**5,021,744**
Total Expenses	**$ 53,488**	**$ 794,256**	**$ 5,816,000**	**$ 5,021,744**

Municipal Infrastructure Fund
Facility Planning and Development Program
534.PR21A

The Municipal Infrastructure Fund provides for the maintenance and replacement of the City's infrastructure (non-enterprise). The Public Works Department administers this Fund in direct collaboration with all City departments. Funding for the Municipal Infrastructure Fund comes from an annual contribution from the General Fund, as well as 50 percent of the Measure P sales tax approved on November 6, 2018.

The Parks and Recreation Department receives a portion of funds from the City's allocation to Fund 534 to be used towards the maintenance and improvement of park facilities. Each year, staff evaluates needs and may allocate toward specific projects as designated in the Capital Improvements section. Specific details on each of the identified projects may be found within the Capital Improvement Program (CIP) budget.

Parks and Recreation Municipal Infrastructure Fund Summary



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62085.0000 Other Professional Svcs	$ 60,608	$ -	$ -	$
62170.0000 Priv Cont Svcs	6,485	200,000	200,000	
62170.1010 Priv Cont Svcs:Tree Trimming Svcs	1,349,628	1,200,000	700,000	(500,000)
62380.1010 Chemicals:Weed Abatement	39,304	40,000	40,000	
62450.0000 Bldg Gnds Maint&Rep	220,863	265,000	265,000	
62450.1001 Bldg Gnds Maint&Rep:Ballfield Maint	91,866	85,000	85,000	
62450.1003 Bldg Gnds Maint&Rep:Sprt Crt Resur	72,631	101,000	101,000	
62496.0000 F537 Computer System Rental	-	8,338	295	(8,043)
Materials, Supplies & Services	**1,841,385**	**1,899,338**	**1,391,295**	**(508,043)**
70003.0000 Park Improvements	$ 3,295,226	$ 6,171,300	$ 12,331,140	$ 6,159,840
Capital Expenses	**3,295,226**	**6,171,300**	**12,331,140**	**6,159,840**
Total Expenses	**$ 5,136,611**	**$ 8,070,638**	**$ 13,722,435**	**$ 5,651,797**

Parks and Recreation
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST II (M)	5.000	5.000	7.000	2.000
ADM OFCR	1.000	1.000	1.000	
ANIMAL CTRL OFCR	5.000	5.000	5.000	
ANIMAL SHELTER SUPT	1.000	1.000	1.000	
AQUATICS SUPV	-	1.000	1.000	
AST P&R DIR	-	-	4.000	4.000
AST PRCS DIR	4.000	4.000	-	(4.000)
CLERICAL WKR	1.000	0.750	0.750	
EXEC AST	1.000	1.000	1.000	
FACILITY ATTENDANT II	14.850	13.380	13.380	
FOOD SRVS AIDE	4.725	4.725	4.725	
FOOD SRVS SUPV	1.000	1.000	1.000	
FORESTRY SRVS SUPV	2.000	2.000	2.000	
GRAPHICS MEDIA DESIGNER	1.000	1.000	1.000	
GROUNDSKEEPER	14.000	14.000	14.000	
GROUNDSKEEPER HELPER	6.000	6.000	6.000	
INTERMEDIATE CLK	3.000	2.000	2.000	
IRRIGATION SPECIALIST	1.000	1.000	1.000	
KENNEL ATTENDANT	3.000	3.000	3.000	
LANDSCAPE SRVS SUPV	2.000	2.000	2.000	
LIFEGUARD	5.071	5.071	5.071	
LIFEGUARD-INSTRUCTOR	5.375	5.375	5.375	
P&R DIR	-	-	1.000	1.000
PRCS DIR	1.000	1.000	-	(1.000)
PRIN CLK	3.000	3.000	1.000	(2.000)
PROG SPECIALIST	1.333	1.333	1.120	(0.213)
PROPOSED JOB - BMA	-	1.000	1.000	
REC CORD	6.000	7.000	7.000	
REC LDR	21.234	22.744	22.744	
REC SRVS MGR	3.000	4.000	4.000	
REC SUPV	9.000	8.000	8.000	
SOC SRVS CORD	2.940	3.040	3.040	
SOC SRVS PROG SUPV-NUTR	1.000	1.000	1.000	
SOC SRVS SUPV	0.500	0.500	0.500	
SPECIAL PROJ CREW LDR	0.500	0.500	0.500	
SR ADM ANALYST (M)	2.000	1.000	1.000	
SR ANIMAL CTRL OFCR	1.000	1.000	1.000	
SR CLK	2.000	3.000	3.000	
SR FOOD SRVS AIDE	2.103	2.003	1.853	(0.150)
SR GROUNDSKEEPER	5.000	5.000	5.000	
SR LIFEGUARD	2.284	2.284	2.500	0.216
SR REC LDR	10.065	9.385	9.385	
SR TREE TRIMMER	7.000	7.000	7.000	
TREE TRIMMER	5.000	5.000	5.000	
TREE TRIMMER HELPER	3.000	3.000	3.000	
UTILITY WKR	2.500	2.500	2.500	
VETERINARIAN	1.000	1.000	1.000	
VETERINARY TECH	1.500	1.500	1.500	
WK TRAINEE I	18.644	19.394	19.394	
TOTAL STAFF YEARS	**193.624**	**195.484**	**195.337**	**(0.147)**

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LIBRARY SERVICES

MISSION STATEMENT

Burbank Public Library connects the community to opportunities for growth, inspiration, and discovery.

ABOUT NON-DEPARTMENTAL

The Library Services Department provides access to formal and informal learning opportunities and information, reading, and culture through its collection, programs, and services. Three Library sites - the Central Library, the Buena Vista Branch Library, and the Northwest Branch Library along with a mobile outreach vehicle, a Library Bookmobile - offer access to a collection of more than one million items including books, audiobooks, large print books, movies, music, magazines, historical material, eBooks, eAudiobooks, and online research resources. Staff provides basic and in-depth research help, assists with digital literacy needs using the high-speed internet access, and connects users to a variety of other services throughout the City and region. The three libraries are open a combined 154 hours per week, including evenings and weekends, and serve 850,000 people annually. Flagship programs include:

- Early literacy programming for babies through age five to prepare all children for school.
- School-year and summer programs for K-12 students to maintain and improve skills and promote a lifetime love of reading.
- Technology training for all ages to build a digitally literate community, including the Spark! Digital Media Lab.
- Job Connect, which offers assistance and technology access to job seekers.
- Adult Literacy Services, which provides one-on-one tutoring to adults who read below an 8th-grade level, as well as groups for English language learners.
- The Burbank in Focus collection of digitized historical photos.
- Regular educational and cultural events for all ages to support lifelong learning.

OBJECTIVES

The mission of Burbank Public Library is to connect the community to opportunities for learning, growth, and discovery. The Library Services Department creates a stronger Burbank community by supporting educational and recreational needs for access to information, literature, technology, culture, and learning. The Library's Strategic Plan includes these objectives:

- We will facilitate learning and discovery.
- We will provide pathways for opportunity and achievement.
- We will expand access.
- We will help make our community work for all.
- We will develop ourselves and our spaces.

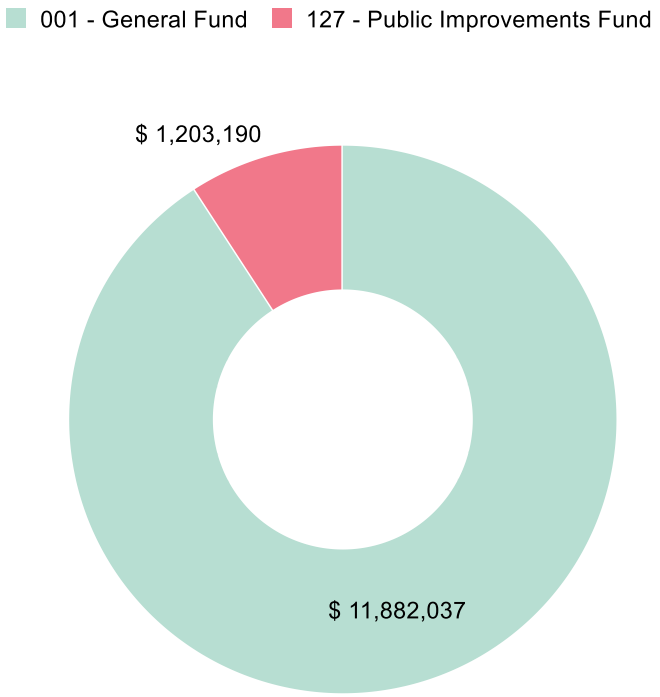
DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**66.288**	**66.638**	**66.650**	**.012**
Salaries & Benefits	$ 7,113,493	$ 8,251,807	$ 8,608,025	$ 356,218
Materials, Supplies & Services	2,770,124	3,097,410	3,274,012	176,602
Capital Expenses	274,580	40,000	1,203,190	1,163,190
TOTAL	**$ 10,158,197**	**$ 11,389,217**	**$ 13,085,227**	**$ 1,696,010**

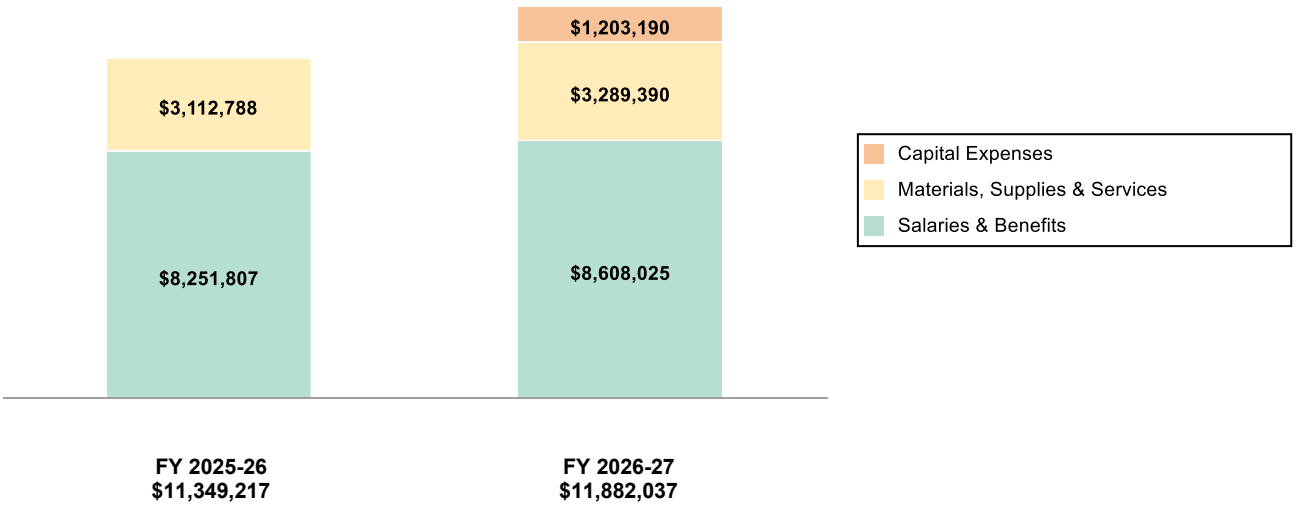
LIBRARY SERVICES

DEPARTMENT SUMMARY

FY 2026-27: $ 13,085,227



GENERAL FUND SUMMARY



General Fund
Administration and Technical Services
001.LB01A

The Administration and Technical Services Division oversees administrative work for the entire Burbank Public Library system. It includes office staff and behind-the-scenes activities, such as finance, human resources, technology, planning, legal, marketing, and infrastructure. This division also manages Burbank's Sister City relationships and provides staff support to the Board of Library Trustees and the Friends of the Burbank Public Library.

OBJECTIVES

- Maintain and improve Library operations through planning and analysis.
- Ensure proper administration of department budget, purchasing, grants, and other financial matters.
- Oversee hiring and development of staff.
- Develop system-wide policies and procedures.
- Act as liaison to the Board of Library Trustees and the Friends of the Burbank Public Library.
- Monitor and implement City Council goals, priorities, and objectives.
- Create and distribute marketing material in print, online, and social media to promote Library programs and services.
- Manage partnerships and activities with Burbank's Sister Cities.
- Administer rental of Library meeting rooms.

CHANGES FROM PRIOR YEAR

One-time funding in the amount of $90,000 for the Job Connect Plus program has been budgeted in the Private Contractual Services account to support enhanced workforce services that directly benefit job seekers.

General Fund
Administration and Technical Services
001.LB01A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**9.500**	**10.500**	**10.500**	
60001.0000 Salaries & Wages	$ 902,510	$ 1,177,251	$ 1,307,989	$ 130,737
60006.0000 OT-Nonsafety	77	126	126	
60012.0000 Fringe Bnfts	143,061	205,922	225,193	19,271
60012.1008 Fringe Bnfts:Retiree Benefits	7,943	7,728	9,227	1,499
60012.1509 Fringe Bnfts:ER Paid PERS	91,313	109,514	117,971	8,456
60012.1528 Fringe Bnfts:Workers Comp	21,293	22,213	13,858	(8,355)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	152,897	172,354	168,444	(3,910)
60015.0000 Wellness Program Reimbursement	248	-	-	
60022.0000 Car Allowance	2,814	4,488	6,000	1,512
60023.0000 Uniform & Tool Allowance	-	403	403	
60027.0000 Taxes - Non Safety	13,051	16,922	18,811	1,889
60031.0000 Payroll Adjustment	8,226	-	-	
Salaries & Benefits	**1,343,432**	**1,716,922**	**1,868,022**	**151,100**
62000.0000 Utilities	$ 344,888	$ 397,810	$ 397,810	$
62170.0000 Priv Cont Svcs	392,519	479,000	481,500	2,500
62170.1001 Priv Cont Svcs:Temp Staff	76,971	-	-	
62220.0000 Insurance	136,253	177,033	191,555	14,522
62300.0000 Spec Dept Supl	38,890	30,000	30,000	
62300.1017 Spec Dept Supl:Metro TAP Cards	12,742	500	500	
62310.0000 Office Supplies, Postage & Print	14,364	14,049	14,049	
62425.0000 Lib Rsrc Mat	1,293	-	-	
62440.0000 Off Equip Maint & Rep	217	525	525	
62455.0000 Equipment Rental	2,601	3,350	3,350	
62470.0000 F533 Office Equip Rental Rate	15,378	15,378	15,378	
62475.0000 F532 Vehicle Equip Rental Rate	5,130	4,799	5,185	386
62485.0000 F535 Communication Rental Rate	85,042	85,042	111,890	26,848
62496.0000 F537 Computer System Rental	212,976	376,353	454,281	77,928
62625.0000 Literacy	315	-	-	
62690.0000 Sister city committee	37,458	39,000	39,000	
62700.0000 Memberships & Dues	1,990	750	750	
62710.0000 Travel	34	500	500	
62755.0000 Training-General	60,586	29,500	29,500	
62830.1000 Bank Svc Chg:CC Merchant Fees	427	500	500	
62895.0000 Miscellaneous Expenses	441	400	400	
Materials, Supplies & Services	**1,440,515**	**1,654,489**	**1,776,673**	**122,184**
70023.0532 Capital Contribution:Fund 532	$ 220,000	$ -	$ -	$
Capital Expenses	**220,000**	**-**	**-**	
Total Expenses	**$ 3,003,948**	**$ 3,371,411**	**$ 3,644,695**	**$ 273,284**

General Fund
Public Services Division
001.LB02A

The Public Services Division represents all public-facing activities of the Library Services Department. It includes day-to-day operations for the three branches: Central, Buena Vista, and Northwest, supported by system-wide Community Connections, Digital Services, and User Experience divisions. Staff in these divisions assist the public at service points, provide programming and access to information, and conduct community engagement efforts.

OBJECTIVES

- Offer front-line service at access, youth, and adult/information service points at all three Library branches.
- Evaluate, select, and purchase items for the Library collection, including print and online materials.
- Answer research and informational questions in person, by phone, and online.
- Provide assistance with public computer usage and basic technology needs.
- Develop and offer programming for all ages, including literacy, learning, technology, cultural, and entertainment programs.
- Attend community events and work with community partners, including Burbank Unified School District, to extend the reach of Library Services.
- Operate the Spark! Digital Media Lab and provide specialized technology training.
- Operate the Job Connect service for job seekers and provide workforce training.
- Administer Adult Literacy Services for adults with low literacy and English language learners.
- Obtain and digitize historical images for the Burbank in Focus collection.
- Coordinate special programming such as Summer Reading.
- Deliver Library materials to Burbank residents who are unable to get to the Library due to age or illness, plus connect users with impaired vision to the Braille Institute's library.
- Participate in system-wide efforts to plan and improve Library services.

CHANGES FROM PRIOR YEAR

The budget reflects an increase in salaries and benefits for the Library page positions, including a transition to the Library Page I/II position and the establishment of a Library Aide I/II position which delineates job duties and benefit levels based on operational needs.

General Fund
Public Services Division
001.LB02A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**56.788**	**56.138**	**56.150**	
60001.0000 Salaries & Wages	$ 3,671,794	$ 4,287,909	$ 4,462,377	$ 174,468
60006.0000 OT-Nonsafety	7,894	6,165	6,165	
60012.0000 Fringe Bnfts	663,178	937,035	985,094	48,059
60012.1008 Fringe Bnfts:Retiree Benefits	44,464	46,212	49,341	3,129
60012.1509 Fringe Bnfts:ER Paid PERS	355,577	407,290	411,007	3,718
60012.1528 Fringe Bnfts:Workers Comp	126,773	130,490	21,435	(109,055)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	621,564	657,521	739,790	82,269
60015.0000 Wellness Program Reimbursement	4,039	-	-	
60027.0000 Taxes - Non Safety	75,695	62,264	64,794	2,530
60031.0000 Payroll Adjustment	199,085	-	-	
Salaries & Benefits	**5,770,061**	**6,534,885**	**6,740,004**	**205,118**
62425.0000 Lib Rsrc Mat	$ 212,347	$ 253,000	$ 253,000	$
62425.1001 Lib Rsrc Mat:Electronic Resources	242,835	279,500	279,500	
62425.1002 Lib Rsrc Mat:Tech Rsrc	-	500	500	
62425.1003 Lib Rsrc Mat:Audiovisual Rsrc	32,876	31,800	27,800	(4,000)
62450.0000 Bldg Gnds Maint&Rep	(58)	-	-	
62460.0000 Library Programming	29,827	52,000	52,000	
62470.0000 F533 Office Equip Rental Rate	4,262	4,262	-	(4,262)
62496.0000 F537 Computer System Rental	781,938	792,385	855,065	62,680
62625.0000 Literacy	25,393	28,974	28,974	
62895.0000 Miscellaneous Expenses	190	500	500	
Materials, Supplies & Services	**1,329,609**	**1,442,921**	**1,497,339**	**54,418**
Total Expenses	**$ 7,099,670**	**$ 7,977,806**	**$ 8,237,343**	**$ 259,536**

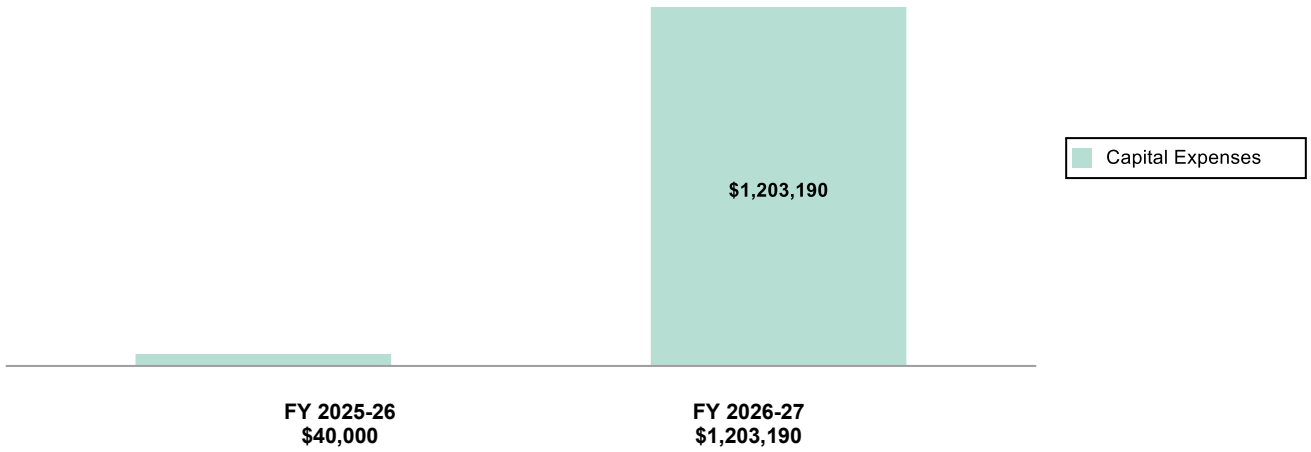
Public Improvements Fund
Administration and Technical Services
127.LB01A

This program provides funding for capital improvement projects and capital items associated with the Library Department.

CHANGES FROM PRIOR YEAR

Capital improvement projects include the New Central Library Civic Center and the Buena Vista Library upgrades.

Library Services Public Improvements Fund Summary



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
70011.0000 Operating Equipment	$ 54,580	$ 40,000	$ 40,000	$
70019.0000 Building Improvements	-	-	1,163,190	1,163,190
Capital Expenses	**54,580**	**40,000**	**1,203,190**	**1,163,190**
Total Expenses	**$ 54,580**	**$ 40,000**	**$ 1,203,190**	**$ 1,163,190**

LIBRARY SERVICES
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST I (M)	2.000	2.000	2.000	
ADM ANALYST II (M)	2.000	2.000	2.000	
AST LIB SRVS DIR	1.000	1.000	1.000	
EXEC AST	1.000	1.000	1.000	
LIB DIVISION MGR	-	3.000	3.000	
LIB OPERATIONS SUPV	3.000	5.000	5.000	
LIBRARIAN	17.113	16.110	16.610	0.500
LIBRARY ASSOC	14.300	14.290	14.290	
LIBRARY AST	1.375	2.250	1.750	(0.500)
LIBRARY MONITOR	1.500	1.500	1.500	
LIBRARY PAGE/PT	8.000	8.000	5.000	(3.000)
LIBRARY SRVS DIR	1.000	1.000	1.000	
PROPOSED JOB - BCEA	5.000	-	3.000	3.000
SOC SRVS SUPV	0.500	1.000	1.000	
SR ADM ANALYST (Z)	1.000	1.000	1.000	
SR CLK	2.000	2.000	2.000	
SR LIBRARIAN	5.000	5.000	5.000	
UTILITY WKR	0.500	0.500	0.500	
TOTAL STAFF YEARS	**66.288**	**66.638**	**66.650**	**.012**

COMMUNITY DEVELOPMENT DEPARTMENT

MISSION STATEMENT

The Community Development Department's mission of working together for a safe, beautiful, and thriving community is to provide the core services necessary to maintain strong community ties, safe and quality development, economic vitality, affordable housing for all household needs, homeless services, well-planned residential and commercial neighborhoods, and effective transportation planning. Staff are committed to providing these services to our customers and co-workers in an effective and efficient manner.

ABOUT COMMUNITY DEVELOPMENT

The Community Development Department (CDD) consists of six divisions: Administration, Building and Safety, Planning, Transportation, Economic Development and Real Estate, and Housing and Homeless Services. Each division enforces City, State, County, and Federal codes related to their work and develops and implements policies applicable to their areas of expertise and responsibilities. Together, these divisions serve Burbank residents by managing the physical development of the City, preserving single-family residential neighborhoods, maintaining the overall transit programs within the city boundaries, developing housing programs to benefit our workforce and low- and moderate-income persons, addressing homelessness, collecting business taxes, and reviewing building and safety issues.

OBJECTIVES

The overall objective of the Department is to provide long-range physical, economic, transportation, and community building for the City of Burbank. Additionally, each division's objectives are described below.

The Building and Safety Division verifies life safety in the built environment while assisting the public with building inspections, business permits, plan checks, and code compliance. The Division anticipates generating approximately $2.6 million via the Business License and Business Tax Programs, investigating more than 1,400 citizen complaints, issuing over 4,700 building permits, processing over 1,500 plan checks, generating over $7 million in permit and plan check fees, and providing over 32,000 building inspections.

The Planning Division is responsible for implementing the goals, policies, and programs of the Burbank2035 General Plan, 2021-2029 Housing Element, 2022 Green House Gas Reduction Plan, the City Council's strategic goals, consistently and fairly implementing the City's Zoning Code, and preparing amendments to the Zoning code and specific plans to ensure the City is in compliance with an increasing number of state mandates affecting the physical development of the community. Committed to fostering a strong partnership with residents and businesses, the Division ensures an open, transparent, and participatory planning process that prioritizes citizen involvement. It promotes responsible development that builds a safe, beautiful, and thriving community while protecting existing single-family neighborhoods, providing diverse housing options for all economic segments, promoting business growth and retention, expanding job opportunities, and focusing development within the City's primary commercial, employment, and transit districts. Additionally, the Division aims to create vibrant neighborhoods and support long-term economic vitality to sustain high-quality City services. As the professional and technical advisor to the Planning Commission, Heritage Commission, and City Council, the Planning Division plays a key role in developing policy and guiding the physical development of the community.

The Transportation Division manages transportation planning and funding, parking management, BurbankBus transit operations, and active transportation programs for the City to enhance mobility for all users of the City's streets. It manages transportation projects such as street improvements and bikeways, analyzes traffic impacts of new development, seeks outside funding, and coordinates with regional agencies like Metro and Caltrans. The Transportation Division also oversees the City's residential and commercial parking programs and implements the long-range transportation vision in the Burbank2035 Mobility Element and projects in the Complete Our Streets Plan.

The Economic Development and Real Estate Division includes the following sections: Economic Development and Real Estate. The Economic Development Section seeks to diversify and strengthen the City's economy through business retention, expansion, and attraction efforts, along with marketing and tourism. The Real Estate Section provides property-related support services to the public, all City departments, and outside agencies, including the acquisition, sale, and lease of real property as well as right-of-way vacations and dedications citywide.

COMMUNITY DEVELOPMENT DEPARTMENT

The Housing and Homeless Services Division includes the following sections: Housing Authority, Community Development Block Grant (CDBG), Affordable Housing, Housing and Urban Development (HUD) funding, and while not a section, the implementation of the City's Homelessness Strategy.

The Housing Authority has an allotment of 1,047 Section 8 Vouchers (for households whose income falls below 50 percent of the median in Los Angeles County), although high rents and Federal funding constraints limit the actual number of vouchers issued. Included in the total are 15 Veterans Affairs Supportive Housing (VASH) Vouchers allocated to Burbank. In addition, the Housing Authority also functions as the Successor Housing Agency and implements low and moderate-income housing efforts. The CDBG and Affordable Housing Sections administer funds from the U.S. Department of Housing and Urban Development (HUD) for activities that primarily benefit persons of low and moderate income and homeless persons. Additionally, homeless services include identifying problems and implementing solutions to homelessness within the City. This includes outreach efforts, housing, storage, clean-ups, and partnering with service providers.

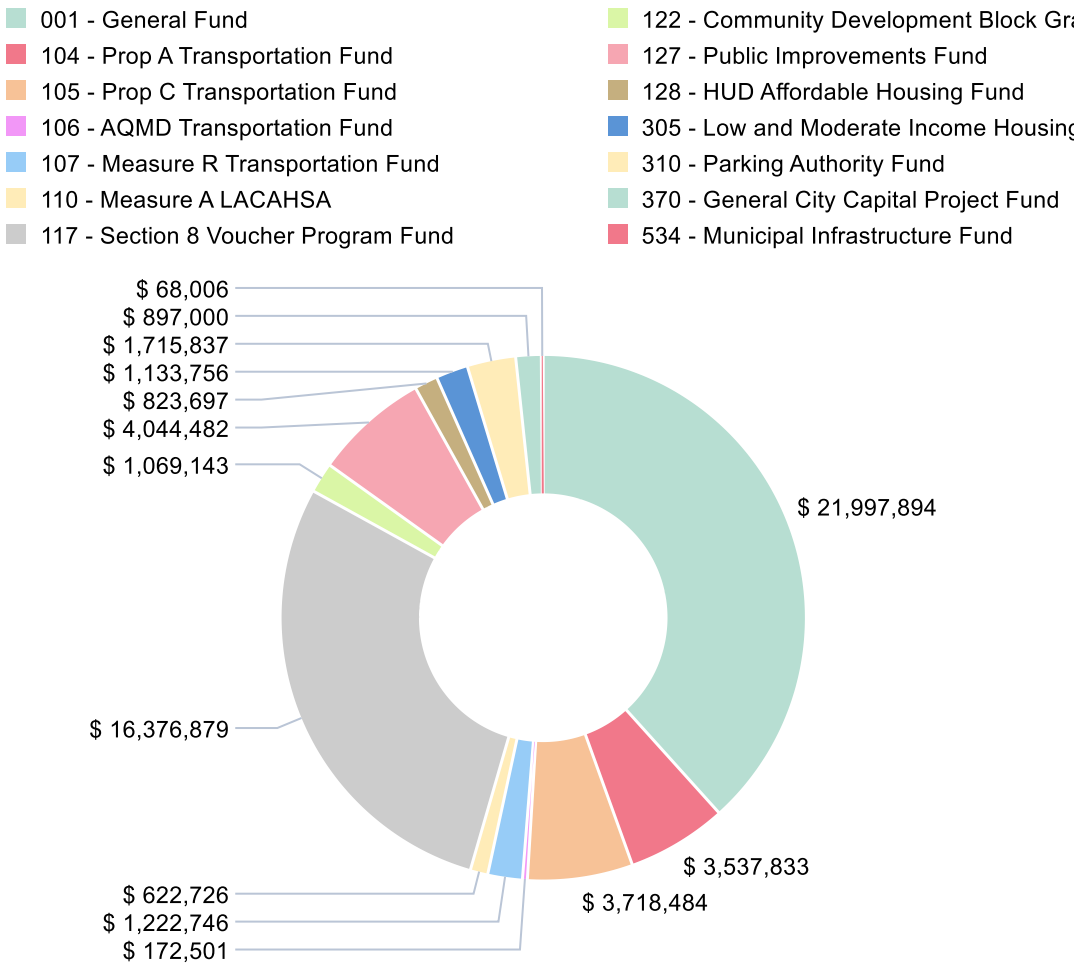
DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**110.293**	**112.270**	**114.280**	**2.010**
Salaries & Benefits	$ 15,214,871	$ 17,854,642	$ 20,058,389	$ 2,203,747
Materials, Supplies & Services	34,514,292	33,224,458	33,019,476	(204,981)
Capital Assets	-	-	-	
Capital Expenses	2,685,313	5,809,579	4,011,037	(1,798,542)
Contributions to Other Funds	321,226	128,963	312,081	183,118
TOTAL	**$ 52,735,701**	**$ 57,017,642**	**$ 57,400,984**	**$ 383,342**

COMMUNITY DEVELOPMENT DEPARTMENT

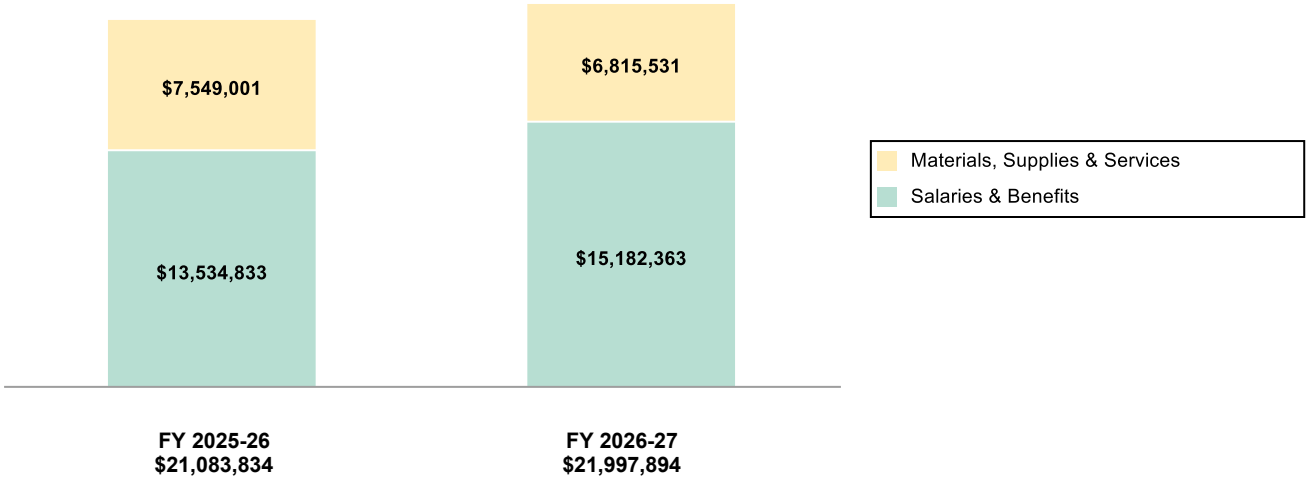
DEPARTMENT SUMMARY

FY 2026-27: $ 57,400,984



COMMUNITY DEVELOPMENT DEPARTMENT

GENERAL FUND SUMMARY



General Fund
Administration
001.CD11A

The Administration Division is responsible for the coordination of all divisions in the Community Development Department and inter-divisional and inter-departmental coordination relating to all matters of the department. Activities conducted within these divisions include budget development and financial management, personnel administration, organizational analysis, operational oversight, coordination of the department's technology improvements, and various other special projects.

OBJECTIVES

- Coordinate departmental budget development and provide fiscal administration.
- Review and approve all agenda bills, staff reports, resolutions, ordinances, and agreements for City Council and Housing Authority meetings.
- Complete and monitor departmental goals and objectives as identified in the City's 10-year Strategic Plan, Economic Recovery Plan, Affordable Housing Strategy, and ensure alignment with City Council goals.
- Coordinate inter-divisional and inter-departmental communication and team-building strategies.
- Represent the department at local and regional meetings.

General Fund
Administration
001.CD11A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**3.000**	**3.000**	**3.000**	
60001.0000 Salaries & Wages	$ 451,803	$ 479,055	$ 553,953	$ 74,898
60012.0000 Fringe Bnfts	75,297	78,609	88,017	9,408
60012.1008 Fringe Bnfts:Retiree Benefits	2,720	2,440	2,636	196
60012.1509 Fringe Bnfts:ER Paid PERS	47,061	43,672	49,082	5,409
60012.1528 Fringe Bnfts:Workers Comp	5,180	5,924	5,084	(840)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	75,846	86,082	98,997	12,915
60022.0000 Car Allowance	4,540	4,488	6,000	1,512
60027.0000 Taxes - Non Safety	6,596	6,764	8,016	1,252
60031.0000 Payroll Adjustment	3,442	-	-	
Salaries & Benefits	**672,484**	**707,035**	**811,786**	**104,751**
62310.0000 Office Supplies, Postage & Print	$ 4,504	$ 3,500	$ 3,500	$
62470.0000 F533 Office Equip Rental Rate	9,141	9,141	9,141	
62485.0000 F535 Communication Rental Rate	11,336	11,336	14,416	3,080
62496.0000 F537 Computer System Rental	236,273	470,760	552,578	81,818
62700.0000 Memberships & Dues	3,333	1,000	1,000	
62710.0000 Travel	-	500	500	
62755.0000 Training-General	10,861	9,279	9,279	
62895.0000 Miscellaneous Expenses	1,758	5,000	5,000	
Materials, Supplies & Services	**277,207**	**510,516**	**595,414**	**84,898**
Total Expenses	**$ 949,691**	**$ 1,217,551**	**$ 1,407,200**	**$ 189,649**

General Fund
Housing and Homelessness Services Division
Affordable Housing Section
001.CD23A

The Housing and Homeless Services Division encompasses the following sections: Housing Authority, Community Development Block Grant, and Affordable Housing - Housing and Urban Development (HUD), and while not a section, homelessness concerns. Within current fiscal limitations, the Division's activities and programs continue to demonstrate its mission to help ensure a diverse mix of service-enriched affordable housing, foster a climate that generates jobs, reduces homelessness, and promotes economic, social, and environmental sustainability.

In prior years, through the use of former Redevelopment Agency Housing Set-Aside funds and Federal HOME funds, Burbank invested millions of dollars to create more than 1,600 affordable homes for the community. The use of a limited amount of General Fund monies to monitor affordability covenants serves to preserve the City's historical investment of more than $103 million. Furthermore, the General Fund will support the implementation of the City Council-adopted Homelessness Plan that includes actions and strategies to prevent and combat homelessness.

OBJECTIVES

- The Homeless Services function implements the Council's Homelessness Plan and priorities and promotes the use of available resources toward the development and implementation of homeless programs and projects
- Administers federal, state, and local funds restricted to affordable housing (and related) projects, programs and services.
- The Housing Services and Enforcement function includes the Housing Enforcement Unit that serves to implement the City's Tenant Protection Ordinance and related housing laws.
- Facilitates the development of affordable housing and includes monitoring and oversight of financial and regulatory investments.
- The Voucher Programs function oversees the different voucher programs, including Section 8 and other special use vouchers.

CHANGES FROM PRIOR YEAR

In FY 2026-27, the City's homelessness efforts will continue with the implementation of the five-year (2022-2027) Homelessness plan.

The Rapid Rehousing Program funded by the Permanent Local Housing Allocation (PLHA) Grant funding, will continue in FY 2026-27. The PLHA funds will also be utilized for Transitional Housing/Rapid Rehousing. These funds are part of a 5-year PLHA Grant totaling $2.86 million from Senate Bill (SB) 2 and are allocated for the production and preservation of affordable housing and homelessness. The changes are being made to support the City Council's Goal of addressing homelessness. This is the last year of the current PLHA five-year allocation. The next five-year allocation will be provided to the City Council at a later date for review and approval.

- Funds from the National Opioid Settlement will continue to be utilized for the prevention, diversion, and treatment of Substance Use Disorder (SUD).
- The City's homelessness efforts will continue with the five-year (2002-2027) Homeless Plan, which will include a continuation of our homeless outreach team • Under Measure A, the City will continue to receive funds for the Local Solutions Program.
- The Homeless Incentive Program, funded through the Los Angeles County Development Authority, concluded on June 30, 2026.
- The City will continue to operate the Safe Navigation and Storage Center.
- The City will partner with Home Again Los Angeles to expand laundry and shower hours, provide case management services, and support improvements to the facility.

General Fund
Housing and Homelessness Services Division
Affordable Housing Section
001.CD23A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.110**	**7.110**	**7.110**	
60001.0000 Salaries & Wages	$ 298,224	$ 667,701	$ 816,349	$ 148,649
60012.0000 Fringe Bnfts	51,348	160,646	166,403	5,757
60012.1008 Fringe Bnfts:Retiree Benefits	3,065	4,157	6,248	2,091
60012.1509 Fringe Bnfts:ER Paid PERS	31,837	62,585	74,163	11,577
60012.1528 Fringe Bnfts:Workers Comp	4,618	9,514	8,794	(721)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	22,158	44,689	66,523	21,834
60027.0000 Taxes - Non Safety	4,317	9,682	11,837	2,155
60031.0000 Payroll Adjustment	2,200	-	-	
Salaries & Benefits	**417,767**	**958,973**	**1,150,316**	**191,343**
62085.0000 Other Professional Svcs	$ 966,923	$ 1,071,736	$ 480,000	$ (591,736)
62140.0000 Special Services	135,900	221,264	221,264	
62170.0000 Priv Cont Svcs	887,509	313,549	313,549	
62170.1001 Priv Cont Svcs:Temp Staff	27,601	-	-	
62170.1003 Priv Cont Svcs:Homeless Prgms	5,410	507,091	1,051,154	544,063
62170.1016 Priv Cont Svcs:LIRA Prgm	(66,207)	-	-	
62310.0000 Office Supplies, Postage & Print	9	-	-	
62496.0000 F537 Computer System Rental	13,919	23,575	40,012	16,437
62755.0000 Training-General	1,731	2,000	-	(2,000)
62895.0000 Miscellaneous Expenses	1,287	-	2,000	2,000
Materials, Supplies & Services	**1,974,084**	**2,139,215**	**2,107,979**	**(31,236)**
Total Expenses	**$ 2,391,851**	**$ 3,098,188**	**$ 3,258,295**	**$ 160,107**

Economic Development and Real Estate Division

The Economic Development & Real Estate Division includes the following sections: Economic Development and Real Estate. The Economic Development Section seeks to diversify and strengthen the City's economy through business retention, expansion, and attraction efforts, along with marketing and tourism.

The Real Estate Section provides essential support services that ensure the effective management and utilization of City-owned properties. This includes overseeing the acquisition, sale, and leasing of real property, as well as facilitating right-of-way vacations and dedications citywide. The Real Estate Section serves as a resource to the public, internal City departments, and external agencies, ensuring that property transactions are handled efficiently and in alignment with the City's goals and policies.

OBJECTIVES

- Economic Development strives to facilitate the creation of jobs, encourage innovation and new ideas, attract new investment, increase sales tax revenue, create vibrant neighborhoods, and improve the quality of life for all.
- Continue advancing the goals and objectives of the Five-Year Economic Development Strategic Plan in collaboration with internal and external partners.
- Implement the goals and objectives in the adopted Five-Year Economic Development Strategic Plan, pending staff and resource allocation.
- Streamline the permitting process to enhance the opening of new businesses and the expansion of existing businesses.
- Optimize occupancy of vacant and underutilized spaces to maximize City revenues and opportunities.
- Focus on innovation through Burbank Tech Talks to ensure a vibrant, growing economy.
- Strategically market and promote the City as a competitive regional and statewide destination to attract new businesses and developments.
- Support tourism in Burbank in collaboration with the Burbank Hospitality Association, positioning Burbank as a tourist destination by intensifying marketing strategies targeting overnight stays through the Universal Studios Hollywood Partner Hotel Program, and marketing to the road trip and non-stop flight markets feeding into the Hollywood Burbank Airport to increase TOT revenue for the General Fund.
- Expand placemaking efforts through new selfie installations and superhero statues to create engaging experiences and elevate the destination's appeal.
- In collaboration with Visit Burbank, support major sporting events such as FIFA World Cup 2026 and the Los Angeles 2028 Olympic Games through coordinated programming, partnerships, and activations.
- Support the Downtown Burbank Business Improvement District (P-BID) by investing in infrastructure and maintenance repairs, working on attracting new businesses, maintaining hospitality and social service programs, and marketing all events, with the goal of increasing sales tax revenues and property values for the district.
- Increase resources to support diverse, independent small businesses.
- Retain and expand Burbank's leading and emerging industries to balance the future economy: Creative, Healthcare, Tourism, and Higher Education.
- Establish and continue advancing a Creative Industries Task Force to foster collaboration and support growth within Burbank's creative sector.
- Provide informed and efficient real estate services to the community, including managing real property acquisitions and sales, processing right-of-way vacations and dedications, coordinating right-of-way entry processes and related tasks.
- Evaluate opportunities to better utilize certain City-owned properties for housing, municipal, or other purposes through public-private partnerships.
- Create a user-friendly database showing information about all City of Burbank-owned properties.
- Work with surveyors, appraisers, environmental agencies, title companies, and right-of-way consultants to conduct real estate research and studies for City departments.
- Collaborate with other divisions within the Community Development Department and citywide departments to offer comprehensive and coordinated real estate support services, aiming to streamline development timelines.

General Fund
Economic Development Section
001.CD23B

Economic Development remains a top priority for the City Council in FY 2026-27 with a continued focus on implementing the adopted Five-Year Economic Development Strategic Plan. The Plan continues to focus on the four sectors that will have the greatest impact on the economic stability and growth in the City, including the Creative Economy, Tourism, Healthcare, and Higher Education. Additionally, the Plan prioritizes enhanced outreach efforts and initiatives aimed at attracting new businesses and investing within the City. The Economic Development Section will continue to work on increasing Transient Occupancy Tax (TOT) and sales tax revenues by managing the public/ private partnerships between the City, the Downtown Burbank Property-Based Business Improvement District (P-BID), and the Tourism Business Improvement District (T-BID) which supports the hospitality industry.

OBJECTIVES

- Economic Development strives to facilitate the creation of jobs, encourage innovation and new ideas, attract new investment, increase sales tax revenue, create vibrant neighborhoods, and improve the quality of life for all.
- Continue advancing the goals and objectives of the Five-Year Economic Development Strategic Plan in collaboration with internal and external partners.
- Continue to consolidate and manage the City's real estate functions.
- Streamline the permitting process to enhance the opening of new businesses and the expansion of existing businesses.
- Optimize occupancy of vacant and underutilized spaces to maximize City revenues and opportunities.
- Focus on innovation through Burbank Tech Talks to ensure a vibrant, growing economy.
- Strategically market and promote the City as a competitive regional and statewide destination to attract new businesses and developments.
- Support tourism in Burbank in collaboration with the Burbank Hospitality Association, positioning Burbank as a tourist destination by intensifying marketing strategies targeting overnight stays through the Universal Studios Hollywood Partner Hotel Program, and marketing to the road trip and non-stop flight markets feeding into the Hollywood Burbank Airport to increase Transient Occupancy Tax (TOT) revenue for the General Fund.
- Expand placemaking efforts through new selfie installations and superhero statues to create engaging experiences and elevate the destination’s appeal.
- In collaboration with Visit Burbank, support major sporting events such as the 2026 FIFA World Cup and the Los Angeles 2028 Olympic Games with coordinated programming, partnerships, and activations.
- Support the Downtown Burbank Business Improvement District (P-BID) by investing in infrastructure and maintenance repairs, attracting new businesses, maintaining Downtown Ambassador programming, and marketing all events, with the goal of increasing sales tax revenues and property values for the district.
- Increase resources to support diverse, independent small businesses.
- Retain and expand Burbank's leading and emerging industries to balance the future economy, including the Creative Economy, Healthcare, Tourism, and Higher Education.
- Establish and continue advancing the Creative Industries Task Force recommendations to foster collaboration and growth within Burbank’s creative sector.

CHANGES FROM PRIOR YEAR

Additional funding in the amount of $100,000 was appropriated for ambassador services for Downtown Burbank.

General Fund
Economic Development Section
001.CD23B

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.000**	**6.000**	**6.000**	
60001.0000 Salaries & Wages	$ 739,678	$ 687,125	$ 771,183	$ 84,058
60012.0000 Fringe Bnfts	148,814	144,089	166,810	22,721
60012.1008 Fringe Bnfts:Retiree Benefits	4,849	4,881	5,272	392
60012.1509 Fringe Bnfts:ER Paid PERS	75,618	64,452	70,101	5,648
60012.1528 Fringe Bnfts:Workers Comp	8,448	9,314	6,802	(2,512)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	98,698	113,808	145,329	31,521
60027.0000 Taxes - Non Safety	10,319	9,963	11,182	1,219
60031.0000 Payroll Adjustment	2,203	-	-	
Salaries & Benefits	**1,088,628**	**1,033,633**	**1,176,680**	**143,047**
62085.0000 Other Professional Svcs	$ 39,930	$ 134,558	$ 34,588	$ (99,970)
62170.0000 Priv Cont Svcs	58,571	250,000	-	(250,000)
62220.0000 Insurance	130,051	237,644	84,920	(152,724)
62310.0000 Office Supplies, Postage & Print	7,946	5,500	5,500	
62450.0000 Bldg Gnds Maint&Rep	11,839	-	-	
62475.0000 F532 Vehicle Equip Rental Rate	8,325	9,016	4,263	(4,753)
62485.0000 F535 Communication Rental Rate	7,939	7,939	10,465	2,526
62496.0000 F537 Computer System Rental	53,819	113,384	120,224	6,840
62615.1004 Economic Dev:Mktg & Advert	115,100	119,343	119,648	305
62615.1005 Economic Dev:Bus Dev	105,992	86,954	84,954	(2,000)
62675.0000 Downtown PBID Assessment	15,236	6,000	106,000	100,000
62700.0000 Memberships & Dues	21,377	26,015	26,000	(15)
62710.0000 Travel	108	1,000	1,000	
62755.0000 Training-General	10,474	9,770	9,770	
62895.0000 Miscellaneous Expenses	3,187	-	-	
Materials, Supplies & Services	**589,895**	**1,007,123**	**607,332**	**(399,791)**
Total Expenses	**$ 1,678,523**	**$ 2,040,756**	**$ 1,784,011**	**$ (256,744)**

General Fund
Real Estate Section
001.CD23C

The Real Estate Section provides essential support services that ensure the effective management and utilization of City-owned properties. This includes overseeing the acquisition, sale, and leasing of real property as well as facilitating right-of-way vacations and dedications citywide. The Real Estate Section serves as a resource to all public, internal City departments, and external agencies, ensuring that property transactions are handled efficiently and in alignment with the City's goals and policies. In addition, this function includes services for City-owned properties, real estate projects, and infrastructure improvements.

OBJECTIVES

- Provide informed and efficient real estate services to the community, including managing real property acquisitions and sales, processing right-of-way vacations and dedications, coordinating right-of-entry processes, and related tasks.
- Evaluate opportunities to better utilize certain City-owned properties for housing, municipal, or other purposes through public-private partnerships.
- Create a user-friendly database showing information about all City of Burbank-owned properties.
- Work with surveyors, appraisers, environmental agencies, title companies, and right-of-way consultants to conduct real estate research and studies for City departments.
- Collaborate with other divisions within the Community Development Department and citywide departments to offer comprehensive and coordinated real estate support services, aiming to streamline development timelines.

General Fund
Real Estate Section
001.CD23C

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.700**	**2.700**	**2.700**	
60001.0000 Salaries & Wages	$ 296,184	$ 339,263	$ 367,159	$ 27,896
60012.0000 Fringe Bnfts	55,812	68,757	76,528	7,771
60012.1008 Fringe Bnfts:Retiree Benefits	2,582	2,196	2,373	176
60012.1509 Fringe Bnfts:ER Paid PERS	30,343	31,823	33,375	1,552
60012.1528 Fringe Bnfts:Workers Comp	4,379	4,896	4,042	(855)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	57,001	56,905	55,407	(1,498)
60027.0000 Taxes - Non Safety	4,241	4,919	5,324	404
60031.0000 Payroll Adjustment	739	-	-	
Salaries & Benefits	**451,280**	**508,760**	**544,207**	**35,447**
62040.0000 Engineering Services	$ 7,200	$ 5,000	$ 5,000	$
62045.0000 Appraisal Services	19,153	20,000	20,000	
62085.0000 Other Professional Svcs	47,521	14,000	14,000	
62085.1000 Other Professional Svcs:Real Estate	135,796	239,750	89,750	(150,000)
62170.0000 Priv Cont Svcs	55,183	-	-	
62310.0000 Office Supplies, Postage & Print	4,303	4,000	4,000	
62450.0000 Bldg Gnds Maint&Rep	-	2,000	2,000	
62485.0000 F535 Communication Rental Rate	1,444	1,444	1,903	459
62496.0000 F537 Computer System Rental	24,819	36,935	39,478	2,543
62700.0000 Memberships & Dues	(30)	-	-	
62710.0000 Travel	108	500	500	
62755.0000 Training-General	4,520	4,500	4,500	
62895.0000 Miscellaneous Expenses	11,119	5,000	5,000	
Materials, Supplies & Services	**311,134**	**333,129**	**186,131**	**(146,998)**
Total Expenses	**$ 762,414**	**$ 841,889**	**$ 730,338**	**$ (111,551)**

General Fund
Planning Division
001.CD31A

The Planning Division is responsible for ensuring the City remains in compliance with State regulations over land use and development and manages all land use and development applications, including processing streamlined ministerial housing development reviews and all other discretionary land use entitlements, such as Development Reviews, Conditional Use Permits and Administrative Use Permits. The Division is also responsible for preparing environmental assessments in compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), when required. In addition, the Planning Division plays a key role in facilitating the review and issuance of all ministerial building permits, and business permits, under increasingly shortened review periods. The Division's community-wide planning efforts are also extensive and include maintaining, implementing, and updating the Burbank2035 General Plan and Zoning Ordinance to address long term community needs and to address State mandated long-range land use policies. The Division also addresses community needs through Zone text and Zone Map Amendments and the development and implementation of City-specific plans and their associated policies. The Division works collaboratively with residents, businesses, and decision-makers to ensure the City maintains local control to the extent possible while complying with the increasing numbers of state mandates that affect land use regulations and housing development, and meet the City's goal of building a safe, beautiful, and thriving community.

Key State and Federal Regulations that the Planning Division is responsible for adhering to or ensuring City compliance with:

Current Planning Related:
- Housing Accountability Act (65589.5),
- Permit Streamlining Act (65920-65964.6
- Accessory Dwelling Units (66310-66324)
- SB 9 Second Dwelling Units and Urban Lot Splits (65851.21 and 66411.7)
- Streamlined Ministerial Reviews
- SB 35 (65913.4)
- AB 2011 (65912.100 et seq.)
- SB 79 (65912.155-65912.162)
- Affordable Housing on Faith and Higher Education Lands Act (65913.16)
- Post entitlement plan check: AB 2224/ (65913.3)

Long-Range Planning Related:
- General Plan Maintenance (65300-65362)
- Housing Element Updates (65580-65589.11)
- Safety Element Updates (65302(g))
- Public Involvement in General Plan Update (65351)
- Affirmatively Furthering Fair Housing: 65583(c)(10)
- Zoning Code Updates: (65800-65863)
- Specific Plans: (65450-65457)
- Legislative Tracking (Annually results in 3-5 bills that require immediate modifications to the city's long-range land use planning policies), this includes extensive collaboration with State elected officials to advocate for the City's land use planning interests and with HCD staff to ensure the City is properly interpreting and implementing State law.

Environmental Planning
- All land use projects require evaluation for compliance with the California Environmental Quality Act (PRC 21000 et seq, and CCR Title 14, Sec 15000) and National Environmental Policy Act (16 U.S.C. 470 et seq.) when required.

Federal Regulations
- Title 47 of the Code of Federal Regulations (Wireless Regulations), including "shot-clock" regulations in 47 CFR 1.6003).

General Fund
Planning Division
001.CD31A

OBJECTIVES

Implement the Burbank2035 General Plan through the development of ordinances, resolutions, policies, and procedures that align with the City Council and community goals, including implementation of the Greenhouse Gas Reduction Plan action items and Housing Elements Update (2021-2029) Housing Plan, and execution of the City's Specific Plans. Monitor and respond to state mandates through updates to the General Plan and Zoning Code to maintain local control where possible.

- Advocate for Burbank's interests by engaging in regional planning initiatives, including High-Speed Rail, Metro's regional rapid transit initiatives and corridor planning, and the Southern California Association of Governments' Sustainable Communities Strategy.
- Leverage existing and future transportation infrastructure to support housing near key employment centers, strengthen the City's economic future, and advance major planning efforts, including the Airport District/Golden State Specific Plan, Burbank Center Plan, North San Fernando Boulevard Master Plan, the Media District Specific Plan, and the Burbank Rancho Neighborhood Specific Plan.
- Present recommendations to the Community and City Council on key planning initiatives, including Specific Plan updates, housing regulations, citywide design standards, and zoning amendments to promote responsible development and strengthen the community by protecting neighborhood character, expanding housing and job opportunities, focusing growth in key districts, creating vibrant neighborhoods, and supporting long-term economic resilience.
- Provide high-quality staff support to the Heritage Commission, Planning Commission, and the City Council by ensuring they are provided with timely, complete, and accurate information, analysis, and comprehensive guidance that is aligned with the City's adopted goals and policies.
- Collaborate with the Transportation Planning Division, Building and Safety Division, Economic Development and Housing, Burbank Water and Power, and the Public Works Department to ensure strategic alignment in addressing land use and transportation challenges and preserving Burbank's high quality of life.
- Advance the City's housing, sustainability, and economic development goals supporting the redevelopment of underutilized sites, streamlining project approvals, and facilitating the adaptive reuse of existing structures by improving the City's development review process and communication across City divisions and departments.
- Provide high-quality customer service and timely responses to public inquiries at the public counter, via telephone and email. Continue to refine the processing and review times for Planning Applications and Building Plan Checks.

General Fund
Planning Division
001.CD31A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**23.000**	**23.000**	**23.000**	
60001.0000 Salaries & Wages	$ 2,398,175	$ 2,652,719	$ 2,873,195	$ 220,475
60006.0000 OT-Nonsafety	8,270	1,500	1,500	
60012.0000 Fringe Bnfts	348,610	447,763	520,362	72,599
60012.1008 Fringe Bnfts:Retiree Benefits	20,497	18,709	20,211	1,502
60012.1509 Fringe Bnfts:ER Paid PERS	250,455	248,825	261,173	12,348
60012.1528 Fringe Bnfts:Workers Comp	35,254	39,285	33,268	(6,017)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	353,993	411,970	525,782	113,812
60015.0000 Wellness Program Reimbursement	439	-	-	
60027.0000 Taxes - Non Safety	34,985	38,486	41,683	3,197
60031.0000 Payroll Adjustment	44,709	-	-	
Salaries & Benefits	**3,495,386**	**3,859,257**	**4,277,174**	**417,916**
62050.0000 Planning, Survey & Design	$ 6,589	$ 39,363	$ 39,363	$
62085.0000 Other Professional Svcs	1,238,815	469,783	469,783	
62170.0000 Priv Cont Svcs	(24,456)	302,000	302,000	
62170.1001 Priv Cont Svcs:Temp Staff	5,564	-	-	
62220.0000 Insurance	150,417	141,857	110,439	(31,418)
62261.0000 Other Grant Expenses	197,847	-	-	
62300.0000 Spec Dept Supl	5,732	4,500	4,500	
62310.0000 Office Supplies, Postage & Print	9,131	10,150	10,150	
62420.0000 Books & Periodicals	-	1,000	1,000	
62455.0000 Equipment Rental	5,222	13,540	13,540	
62475.0000 F532 Vehicle Equip Rental Rate	11,079	7,837	8,223	386
62485.0000 F535 Communication Rental Rate	13,714	13,714	22,832	9,118
62496.0000 F537 Computer System Rental	206,853	241,727	252,821	11,094
62700.0000 Memberships & Dues	6,024	4,000	4,000	
62710.0000 Travel	-	200	200	
62755.0000 Training-General	11,218	14,112	14,112	
62830.1000 Bank Svc Chg:CC Merchant Fees	4,021	600	600	
62895.0000 Miscellaneous Expenses	2,382	3,000	3,000	
Materials, Supplies & Services	**1,850,151**	**1,267,383**	**1,256,563**	**(10,820)**
Total Expenses	**$ 5,345,537**	**$ 5,126,640**	**$ 5,533,736**	**$ 407,096**

General Fund
Transportation Division
001.CD32A

The Transportation Division is responsible for long-range transportation planning and forecasting, seeking out and managing outside transportation grants and funding, capital project design, and coordination with transportation agencies. This Division serves as the administrator for Local Return funds allocated by Metro, Development Impact Fee funds, and other local and regional transportation subsidies. Staff also evaluates the traffic impacts of development, implements roadway improvements, and completes streets and transit projects. This Division operates BurbankBus and also manages the City's Transportation Demand Management (TDM) Ordinance and works closely with the Burbank Transportation Management Organization (TMO) in reducing peak-time traffic from major employers in the Media District and Downtown areas. Additionally, the Transportation Division oversees the City's parking functions, including the residential and commercial preferential parking program and parking management.

OBJECTIVES

- Work with the Planning Division to complete a specific plan for the development of the Golden State District, the Downtown Burbank Metrolink Station Transit Oriented Development (TOD) plan, and Media District-specific plans to capitalize on the existing transportation infrastructure and enhance the economic future of the City.
- Implement the Safer Streets Burbank Plan to reduce risks for all right-of-way users.
- Develop and implement neighborhood protection programs such as the Rancho Providencia Neighborhood Protection Plan and Golden State Neighborhood Protection Plan to protect neighborhoods from parking and traffic impacts caused by new development in accordance with the Burbank2035 Mobility Element.
- Effectively manage the City's BurbankBus transit system and identify operational changes to improve ridership and access to those who live and work in Burbank.
- Monitor transportation revenues to ensure that the City's transportation programs remain financially sustainable.
- Implement the Complete Our Streets Plan to ensure the City's transportation system serves all mobility users as prescribed in the Burbank 2035 General Plan.
- Continue to pursue grant funding to leverage local funds for transportation projects and programs.
- Oversee, manage, and administer the City's residential and commercial preferential parking program.
- Manage the City Parking Authority and City parking lots and structures.
- Develop and oversee parking management strategies for Downtown Burbank.

General Fund
Transportation Division
001.CD32A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.620**	**6.120**	**6.130**	**0.010**
60001.0000 Salaries & Wages	$ 431,163	$ 640,190	$ 722,969	$ 82,778
60006.0000 OT-Nonsafety	460	5,233	5,233	
60012.0000 Fringe Bnfts	63,731	131,012	141,828	10,815
60012.1008 Fringe Bnfts:Retiree Benefits	4,010	4,572	5,387	815
60012.1509 Fringe Bnfts:ER Paid PERS	46,171	60,050	65,718	5,668
60012.1528 Fringe Bnfts:Workers Comp	9,516	10,887	6,891	(3,996)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	58,654	64,329	101,054	36,725
60027.0000 Taxes - Non Safety	6,283	9,359	10,559	1,200
60031.0000 Payroll Adjustment	7,011	-	-	
Salaries & Benefits	**626,999**	**925,632**	**1,059,639**	**134,007**
62000.0000 Utilities	$ -	$ 46,000	$ -	$ (46,000)
62170.0000 Priv Cont Svcs	29,449	-	25,000	25,000
62170.1001 Priv Cont Svcs:Temp Staff	81,412	-	-	
62300.0000 Spec Dept Supl	16,411	101,400	76,400	(25,000)
62310.0000 Office Supplies, Postage & Print	1,640	2,000	2,000	
62420.0000 Books & Periodicals	-	450	450	
62450.0000 Bldg Gnds Maint&Rep	-	-	46,000	46,000
62485.0000 F535 Communication Rental Rate	8,661	8,661	11,416	2,755
62496.0000 F537 Computer System Rental	144,462	119,384	157,950	38,566
62700.0000 Memberships & Dues	1,935	6,050	6,050	
62710.0000 Travel	-	165	165	
62755.0000 Training-General	825	7,119	7,119	
62895.0000 Miscellaneous Expenses	2,785	800	800	
Materials, Supplies & Services	**287,580**	**292,029**	**333,350**	**41,321**
Total Expenses	**$ 914,579**	**$ 1,217,661**	**$ 1,392,988**	**$ 175,328**

General Fund
Building and Safety Division
001.CD42A

The Building and Safety Division provides protection and preservation of neighborhoods consistent with the mission of the Community Development Department. The Division confirms the safe occupancy of buildings, the protection of Burbank citizens and visitors through the built environment, and community preservation through zoning and building code enforcement. The Building and Safety Division consists of four sections: Building Inspection, Building Plan Check, Code Compliance, and Administration of Permits and Business Licenses. In enforcing the California Building Standards Law and the City of Burbank Municipal Code, the Division verifies the highest standard of care in building and neighborhood compliance. The Division also serves as the administrator of business tax accounts and business licenses. Building and Safety's focus is on first-rate customer service while verifying safe buildings or conducting investigations of zoning or building code violations. The Division achieves customer satisfaction with counter plan review services, next-day inspection requests, consultation with homeowners and contractors, and immediate response to citizens' complaints of zoning or building violations. The Division ensures professional service to the public with the latest in technical building code training and certification of its technical staff.

OBJECTIVES

- Enforce building standards to safeguard life, health, and property through plan review and inspection procedures.
- Further reduce plan check review timeframes.
- Ensure 100 percent compliance with State-mandated ADU requirements including 60-day review time for submittals and establishing a City-specific pre-approved ADU program.
- Promote customer service through an emphasis on technological improvements such as e-commerce solutions, electronic plan checks, and document imaging of permit records.
- Issue approximately 4,700 building permits together with 1,500 plan checks per year, generating approximately $7 million in revenue to partially offset costs.
- Perform 32,000 building inspections per year.
- Advise, encourage, and enforce design and construction practices that incorporate green building materials, material resource conservation, water conservation, energy efficiency, sustainable building practices, and alternate materials and building methods consistent with applicable green building codes and the City's Greenhouse Gas Reduction Plan.
- Enforce standards for excavation, shoring, grading, and drainage for community preservation and life-safety conformance.
- Confirm and enforce accessibility standards for persons with disabilities consistent with State and Federal Accessibility Standards.
- Respond to over 1,400 complaints per year about private and public property maintenance and alleged violations of zoning and other municipal, county, and state codes.
- Register and license over 650 businesses requiring special regulation and issue regulatory permits.
- Enforce the Burbank Municipal Code (BMC) and State statutes relative to the licensing and taxing of businesses both in commercial and residential zones while providing customer-oriented service at the permit counter.
- Collect approximately $2.6 million in annual business taxes from over 11,000 businesses.
- Continue to pursue opportunities to expand the Burbank Online Permit portal for online building permitting and administering business licenses and business tax accounts.
- Upgrade the electronic plan review system to improve the user experience and increase efficiencies.
- Implement the mandatory Soft-Story Seismic Retrofit Program to address earthquake risk reduction in multi-family residential buildings with a soft or weak story.

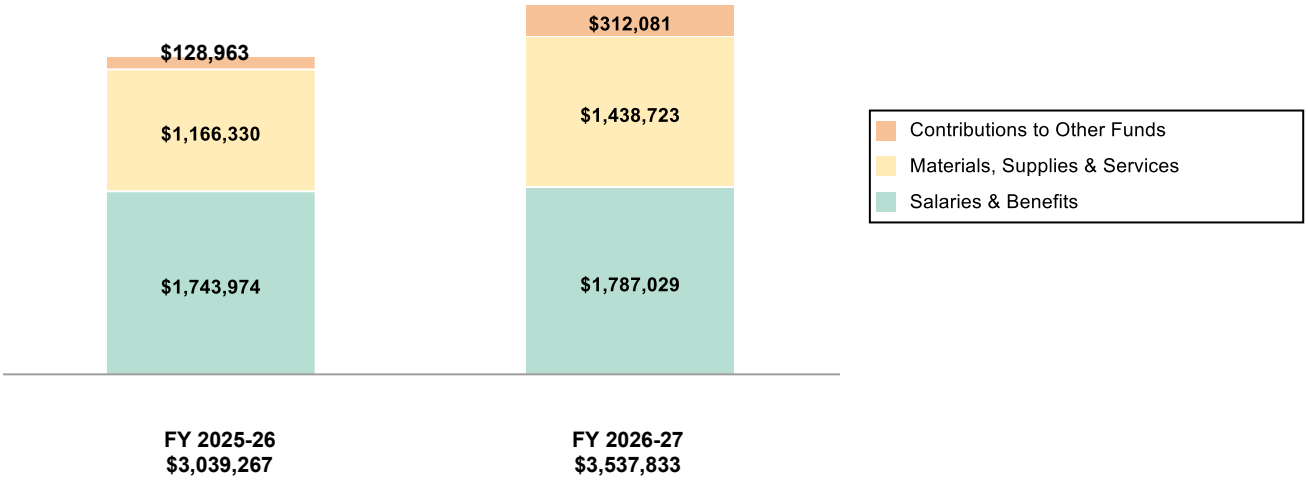
General Fund
Building and Safety Division
001.CD42A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**35.000**	**35.000**	**35.000**	
60001.0000 Salaries & Wages	$ 3,242,163	$ 3,677,062	$ 4,149,415	$ 472,353
60006.0000 OT-Nonsafety	16,670	1,000	1,000	
60012.0000 Fringe Bnfts	569,017	737,190	814,846	77,656
60012.1008 Fringe Bnfts:Retiree Benefits	30,511	28,470	30,756	2,285
60012.1509 Fringe Bnfts:ER Paid PERS	332,279	344,908	377,182	32,273
60012.1528 Fringe Bnfts:Workers Comp	56,697	60,540	54,417	(6,123)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	542,292	639,039	674,763	35,724
60015.0000 Wellness Program Reimbursement	878	-	-	
60027.0000 Taxes - Non Safety	46,871	53,332	60,181	6,849
60031.0000 Payroll Adjustment	32,608	-	-	
Salaries & Benefits	**4,869,986**	**5,541,542**	**6,162,560**	**621,018**
62085.0000 Other Professional Svcs	$ 56,926	$ 58,485	$ 58,485	$
62145.0000 Identification Services	-	3,000	3,000	
62170.0000 Priv Cont Svcs	869,852	951,000	691,000	(260,000)
62220.0000 Insurance	129,063	125,148	123,934	(1,214)
62261.0000 Other Grant Expenses	4,200	-	-	
62300.0000 Spec Dept Supl	23,964	30,509	30,509	
62310.0000 Office Supplies, Postage & Print	3,849	13,222	13,222	
62420.0000 Books & Periodicals	12,273	2,000	2,000	
62475.0000 F532 Vehicle Equip Rental Rate	92,082	85,865	115,508	29,643
62485.0000 F535 Communication Rental Rate	56,770	56,770	63,593	6,823
62496.0000 F537 Computer System Rental	502,720	610,137	564,042	(46,095)
62645.0000 Strong Motion Education	-	470	470	
62700.0000 Memberships & Dues	24	2,000	2,000	
62755.0000 Training-General	14,062	20,000	20,000	
62830.1000 Bank Svc Chg:CC Merchant Fees	137,740	40,000	40,000	
62895.0000 Miscellaneous Expenses	716	1,000	1,000	
Materials, Supplies & Services	**1,904,241**	**1,999,606**	**1,728,763**	**(270,843)**
70023.0532 Capital Contribution:Fund 532	$ 110,000	$ -	$ -	$
Capital Expenses	**110,000**	**-**	**-**	
Total Expenses	**$ 6,884,227**	**$ 7,541,148**	**$ 7,891,323**	**$ 350,175**

Prop A Transportation Fund
BurbankBus
104.CD32B/CD33A

Proposition A is the first of four 1/2 cent sales taxes collected in Los Angeles County to pay for transportation programs and improvements. The Proposition A Transportation Fund provides for the distribution and use of Local Return funds generated by Proposition A. The programs in this Fund are administered by the Community Development Department, Transportation Division, and are used to fund BurbankBus transit programs and maintenance of the Downtown Burbank Metrolink and other transit facilities. This cost center includes administrative and transit vehicle costs associated with operating the BurbankBus Senior and Disabled Transit Service.

Community Development Prop A Transportation Fund Summary



Prop A Transportation Fund
BurbankBus
104.CD32B

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
62170.0000 Priv Cont Svcs	$ 889	$ 6,000	$ 6,000	$
62220.0000 Insurance	45,532	51,946	226,998	175,052
62235.0000 Services of Other Dept-Indirect	130,278	167,038	147,520	(19,518)
62300.0000 Spec Dept Supl	32,305	41,000	41,000	
62450.1000 Bldg Gnds Maint&Rep:Bus Stops	-	5,000	5,000	
62475.0000 F532 Vehicle Equip Rental Rate	257,704	338,385	432,672	94,287
62485.0000 F535 Communication Rental Rate	26,284	26,284	24,662	(1,622)
62595.0000 MTA Fare Subsidy	-	650	650	
Materials, Supplies & Services	**492,993**	**636,303**	**884,502**	**248,199**
85101.0105 Transf to Oth Fund:Prop C Transp	$ 321,226	$ 128,963	$ 312,081	$ 183,118
Contributions to Other Funds	**321,226**	**128,963**	**312,081**	**183,118**
Total Expenses	**$ 814,219**	**$ 765,266**	**$ 1,196,583**	**$ 431,317**

Prop A Transportation Fund
Public Improvements - Transportation
104.CD33A

This cost center funds the salaries and benefits of the transportation drivers and administrative staff directly associated with the BurbankBus Senior and Disabled Transit Service. It also includes costs associated with ongoing maintenance at the Downtown Burbank Metrolink Station, such as landscape/hardscape, refuse collection, utilities, restroom, and security services.

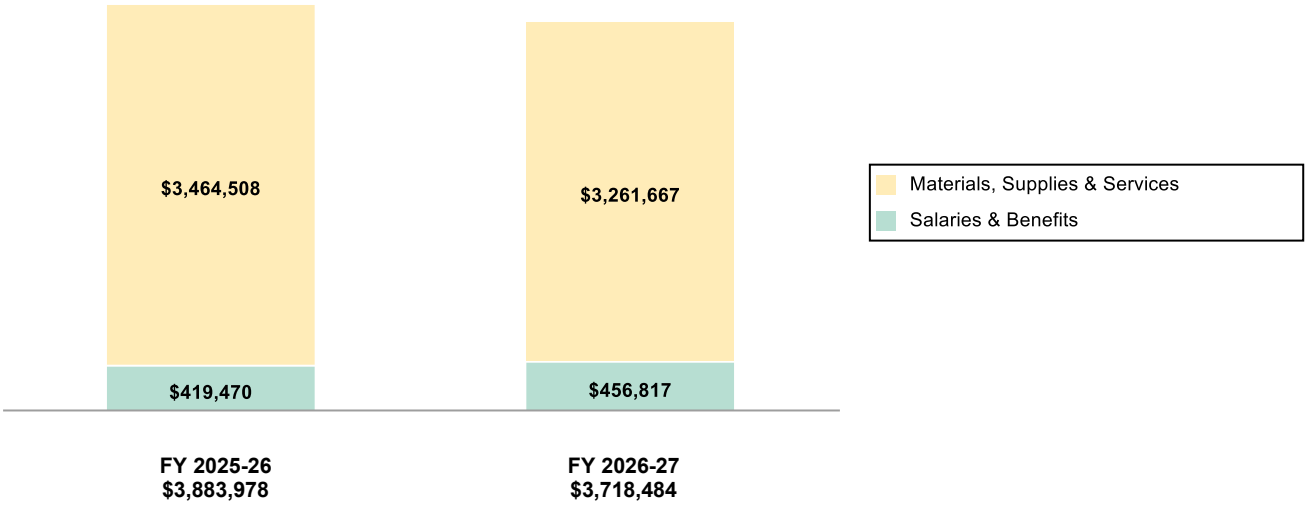
	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**15.098**	**15.080**	**15.080**	
60001.0000 Salaries & Wages	$ 738,855	$ 1,104,650	$ 1,151,156	$ 46,507
60006.0000 OT-Nonsafety	13,720	-	-	
60012.0000 Fringe Bnfts	125,267	274,814	287,246	12,432
60012.1008 Fringe Bnfts:Retiree Benefits	13,769	12,271	13,251	981
60012.1509 Fringe Bnfts:ER Paid PERS	70,302	105,173	106,201	1,028
60012.1528 Fringe Bnfts:Workers Comp	58,868	53,513	39,299	(14,214)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	124,737	150,145	145,792	(4,353)
60012.1532 Fringe Bnfts:PERS One Time Pay	54,600	27,300	27,300	
60015.0000 Wellness Program Reimbursement	1,170	-	-	
60023.0000 Uniform & Tool Allowance	-	90	90	
60027.0000 Taxes - Non Safety	10,817	16,019	16,693	674
60031.0000 Payroll Adjustment	1,737	-	-	
Salaries & Benefits	**1,213,841**	**1,743,974**	**1,787,029**	**43,055**
62170.0000 Priv Cont Svcs	$ 467,149	$ 460,000	$ 465,000	$ 5,000
62240.0000 Services of Other Dept-Direct	1,050	1,054	1,282	228
62300.0000 Spec Dept Supl	1,684	2,000	2,000	
62496.0000 F537 Computer System Rental	64,480	65,973	84,939	18,966
62755.0000 Training-General	-	1,000	1,000	
Materials, Supplies & Services	**534,363**	**530,027**	**554,221**	**24,194**
70019.0000 Building Improvements	$ 351,434	$ -	$ -	$
Capital Expenses	**351,434**	**-**	**-**	
Total Expenses	**$ 2,099,638**	**$ 2,274,001**	**$ 2,341,250**	**$ 67,249**

Prop C Transportation Fund
BurbankBus
105.CD32B /CD33A

Proposition C is the second of four 1/2 cent sales taxes collected in Los Angeles County to pay for transportation programs and improvements. The Proposition C Transportation Fund provides for the distribution and use of Local Return funds generated by Proposition C. The Community Development Department Transportation Division administers the funds for uses and projects that provide BurbankBus Fixed-Route Transit Services.

Funds in this cost center are used to pay for the BurbankBus Fixed-Route Transit system, which consists of two routes connecting Burbank residents and employees to regional rail stations in Downtown Burbank, the Airport area, and North Hollywood. Funds are used to pay contractor costs for daily operations and transit bus operations and maintenance.

Community Development Prop C Transportation Fund Summary



	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
62170.0000 Priv Cont Svcs	$ 2,581,152	$ 2,600,000	$ 2,600,000	$
62220.0000 Insurance	52,021	66,334	66,110	(224)
62235.0000 Services of Other Dept-Indirect	151,845	172,149	160,331	(11,818)
62300.0000 Spec Dept Supl	766	3,000	3,000	
62310.0000 Office Supplies, Postage & Print	-	2,000	2,000	
62475.0000 F532 Vehicle Equip Rental Rate	351,218	439,751	245,976	(193,775)
62496.0000 F537 Computer System Rental	11,736	13,774	16,750	2,976
Materials, Supplies & Services	**3,148,738**	**3,297,008**	**3,094,167**	**(202,841)**
Total Expenses	**$ 3,148,738**	**$ 3,297,008**	**$ 3,094,167**	**$ (202,841)**

Prop C Transportation Fund
Public Improvements – Transportation
105.CD33A

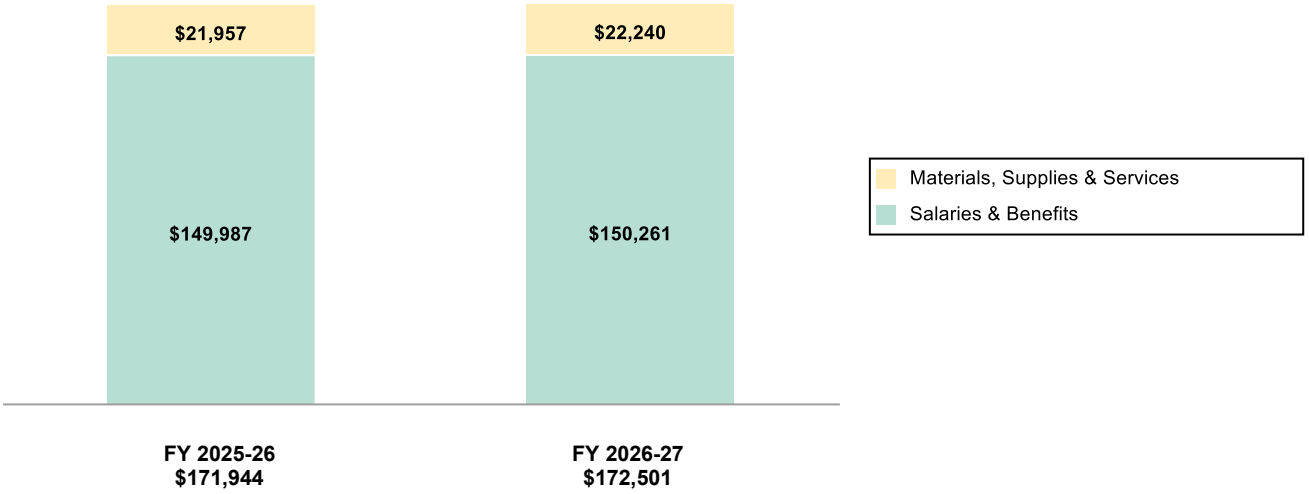
This program funds administration costs associated with the Proposition C programs and membership fees for the Burbank Transportation Management Organization (TMO), San Fernando Valley Council of Governments (SFVCOG), Arroyo Verdugo Joint Powers Authority, California Association for Coordinated Transportation (CalACT), and Southern California Association of Governments (SCAG).

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.175**	**2.170**	**2.170**	
60001.0000 Salaries & Wages	$ 269,886	$ 275,622	$ 307,278	$ 31,655
60012.0000 Fringe Bnfts	33,378	47,442	52,951	5,509
60012.1008 Fringe Bnfts:Retiree Benefits	2,094	1,769	1,907	138
60012.1509 Fringe Bnfts:ER Paid PERS	25,799	25,853	27,932	2,078
60012.1528 Fringe Bnfts:Workers Comp	3,655	4,004	3,420	(584)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	41,733	54,183	52,275	(1,908)
60012.1532 Fringe Bnfts:PERS One Time Pay	13,200	6,600	6,600	
60027.0000 Taxes - Non Safety	3,867	3,997	4,456	459
60031.0000 Payroll Adjustment	2,566	-	-	
Salaries & Benefits	**396,177**	**419,470**	**456,817**	**37,347**
62000.0000 Utilities	$ 71,206	$ 97,500	$ 92,500	$ (5,000)
62025.0000 TMO Memberships	20,000	20,000	25,000	5,000
62300.0000 Spec Dept Supl	60	4,000	4,000	
62310.0000 Office Supplies, Postage & Print	-	1,000	1,000	
62520.0000 Public Information	1,121	5,000	5,000	
62700.0000 Memberships & Dues	39,616	40,000	40,000	
Materials, Supplies & Services	**132,003**	**167,500**	**167,500**	
70019.0000 Building Improvements	$ 519,841	$ -	$ -	$
Capital Expenses	**519,841**	**-**	**-**	
Total Expenses	**$ 1,048,021**	**$ 586,970**	**$ 624,317**	**$ 37,347**

AQMD Transportation Fund
Public Improvements – Transportation
106.CD33A

This fund accounts for AQMD appropriations from the AB 2766 Subvention Fund. The appropriations are funded by restricted revenues derived from a small portion of motor vehicle registration fees that may only be used for clean air mitigation measures. This fund is administered by the Community Development Department and is utilized to fund the City's rideshare program and implement programs that reduce vehicle emissions.

Community Development AQMD Transportation Fund Summary



AQMD Transportation Fund
Public Improvements – Transportation
106.CD33A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.280**	**0.280**	**0.280**	
60001.0000 Salaries & Wages	$ 3,976	$ 26,188	$ 23,995	$ (2,193)
60001.4004 Salaries & Wages:Rideshare	48,897	100,000	100,000	
60002.4004 Sals&Wags-Sfty:Rideshare	1,185	10,000	10,000	
60012.0000 Fringe Bnfts	2,078	4,413	6,661	2,247
60012.1008 Fringe Bnfts:Retiree Benefits	270	228	246	18
60012.1509 Fringe Bnfts:ER Paid PERS	1,619	2,456	2,181	(275)
60012.1528 Fringe Bnfts:Workers Comp	411	436	335	(101)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	13,972	5,286	5,895	609
60012.1532 Fringe Bnfts:PERS One Time Pay	1,200	600	600	
60027.0000 Taxes - Non Safety	225	380	348	(32)
60031.0000 Payroll Adjustment	393	-	-	
Salaries & Benefits	**74,225**	**149,987**	**150,261**	**274**
62170.0000 Priv Cont Svcs	$ -	$ 16,400	$ 16,400	$
62496.0000 F537 Computer System Rental	1,611	1,502	1,785	283
62520.0000 Public Information	1,163	1,205	1,205	
62610.0000 Guarantee Ride Home Pgrm	161	1,000	1,000	
62755.0000 Training-General	231	250	250	
62895.0000 Miscellaneous Expenses	8	1,600	1,600	
Materials, Supplies & Services	**3,174**	**21,957**	**22,240**	**283**
Total Expenses	**$ 77,399**	**$ 171,944**	**$ 172,501**	**$ 557**

Measure R Transportation Fund
Public Improvements – Transportation
107.CD33A

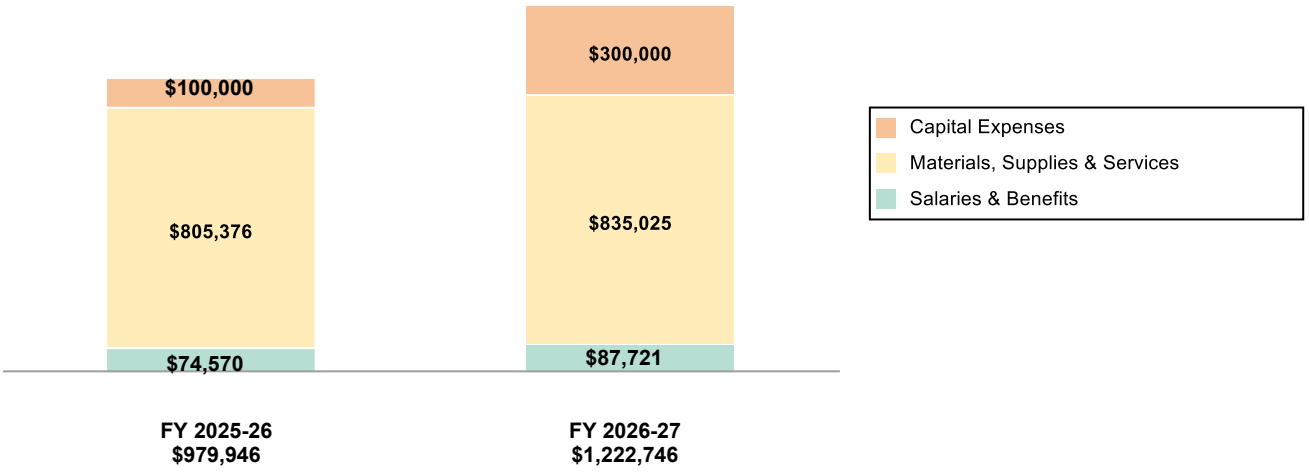
Measure R is the third of four 1/2-cent sales taxes collected in Los Angeles County to pay for transportation programs and improvements. The Measure R Transportation Fund provides for the distribution and use of Local Return funds generated by Measure R. A portion of Measure R Local Return supplements Proposition C Local Return to pay for the BurbankBus FixedRoute Transit Program. Measure R Local Return funds are also used for additional Community Development Department transportation-related projects and programs, including Complete Streets transportation improvements, Safer Streets Burbank (Vision Zero), and maintenance of the Burbank Airport North Metrolink Station.

This cost center provides funding for the BurbankBus Fixed-Route Transit Service and transportation-related projects and programs, including Complete Streets transportation improvements, administered by the Community Development Department. This cost center also provides funding for the City's Safe Streets Burbank program.

CHANGES FROM PRIOR YEAR

Capital improvements includes funding for the Downtown Burbank Metrolink station rehabilitation.

Community Development Measure R Transportation Fund Summary



Measure R Transportation Fund
Public Improvements – Transportation
107.CD33A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.340**	**0.340**	**0.340**	
60001.0000 Salaries & Wages	$ 50,007	$ 53,626	$ 60,694	$ 7,068
60012.0000 Fringe Bnfts	6,186	8,171	9,711	1,541
60012.1008 Fringe Bnfts:Retiree Benefits	323	277	299	22
60012.1509 Fringe Bnfts:ER Paid PERS	4,777	5,030	5,517	487
60012.1528 Fringe Bnfts:Workers Comp	601	681	571	(111)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	2,024	6,008	10,049	4,041
60027.0000 Taxes - Non Safety	729	778	880	102
60031.0000 Payroll Adjustment	506	-	-	
Salaries & Benefits	**65,153**	**74,570**	**87,721**	**13,151**
62000.0000 Utilities	$ 6,310	$ 10,000	$ 10,000	$
62085.0000 Other Professional Svcs	1,487	-	-	
62170.0000 Priv Cont Svcs	172,229	300,000	300,000	
62170.1046 Priv Cont Svcs:Metrolink	11,185	50,000	50,000	
62235.0000 Services of Other Dept-Indirect	51,150	42,713	71,947	29,234
62450.0000 Bldg Gnds Maint&Rep	-	400,000	400,000	
62496.0000 F537 Computer System Rental	2,322	2,663	3,078	415
Materials, Supplies & Services	**244,682**	**805,376**	**835,025**	**29,649**
70002.0000 Street Improvements	$ 83,650	$ 100,000	$ -	$ (100,000)
70019.0000 Building Improvements	-	-	300,000	300,000
Capital Expenses	**83,650**	**100,000**	**300,000**	**200,000**
Total Expenses	**$ 393,485**	**$ 979,946**	**$ 1,222,746**	**$ 242,800**

MEASURE A LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY (LACAHSA)

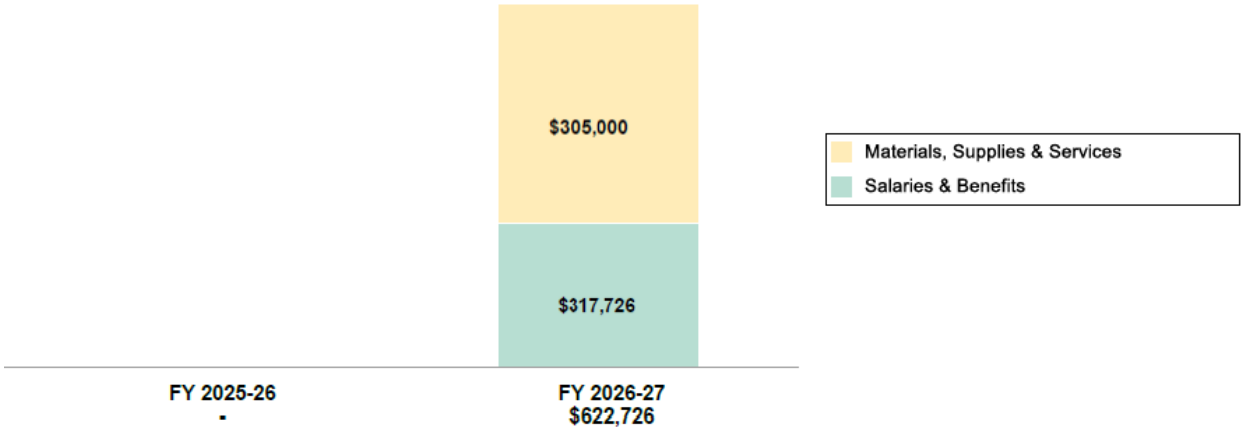
This fund receives a portion of the revenue from Measure A (35.75%), approved by voters in 2024, which replaced Measure H and established an expanded, ongoing funding source to address housing stability and homelessness prevention. The funding is administered by the Los Angeles County Affordable Housing Solutions Agency (LACAHSA). LACAHSA allocates 5% of these funds to administration. Of the remaining funds, 15% is allocated at the discretion of the LACAHSA board, and 85% is allocated to programming (70% to eligible jurisdictions, and 30% remains with LACAHSA). These funds are ongoing and intended for affordable housing production and preservation, homeless prevention, and renter protection. There are three categories of funding for this source: Production Preservation and Ownership, Renter Protection and Homeless Prevention, and Technical Assistance. Expenses are budgeted in two different cost centers.

OBJECTIVES

- Increase the supply of affordable housing in the City of Burbank.
- Preserve existing affordable housing through rehabilitation, accessibility improvements, and reinvestment strategies.
- Expand homeownership opportunities.
- Support operating and rent subsidies for extremely low-income units in partnership with affordable housing developers.

CHANGES FROM PRIOR YEAR

This is a newly established fund for FY 2026-27.



MEASURE A LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY (LACAHSA) Grants- PPO 110.CD25D

This fund receives revenue from Measure A, approved by voters in 2024, replaced Measure H and established an expanded, ongoing funding source to address housing stability and homelessness prevention. The funding is administered by Los Angeles County Affordable Housing Solutions Agency (LACAHSA). These funds are ongoing and intended for affordable housing production and preservation, homeless prevention and renter protection. There are three categories of funding for this source – Production Preservation and Ownership, Renter Protection and Homeless Prevention, and Technical Assistance. Expenses are budgeted in two different cost centers.

This fund budgets the revenues from The Los Angeles County Affordable Housing Solutions Agency (LACAHSA) under Measure A. This cost center includes the Production, Preservation, and Ownership funds. Through targeted investments that will support the goals of affordable housing production, preservation, and ownership, the City will implement programs aligned with Council priorities to stabilize vulnerable households, prevent displacement, and increase access to safe, affordable housing.

OBJECTIVES

- Increase the supply of affordable housing in the City of Burbank.
- Preserve existing affordable housing through rehabilitation, accessibility improvements, and reinvestment strategies.
- Expand homeownership opportunities.
- Support operating and rent subsidies for extremely low-income units in partnership with affordable housing developers.

CHANGES FROM PRIOR YEAR

This is a newly established cost-center in FY 2026-27. New staffing includes an Administrative Analyst II.

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**-**	**-**	**1.000**	**1.000**
60001.0000 Salaries & Wages	$ -	$ -	$ 99,523	$ 99,523
60012.0000 Fringe Bnfts	-	-	27,608	27,608
60012.1509 Fringe Bnfts:ER Paid PERS	-	-	9,047	9,047
60027.0000 Taxes - Non Safety	-	-	1,443	1,443
Salaries & Benefits	**-**	**-**	**137,621**	**137,621**
62170.0000 Priv Cont Svcs	$ -	$ -	$ 25,000	$ 25,000
62310.0000 Office Supplies, Postage & Print	-	-	500	500
62755.0000 Training-General	-	-	500	500
62895.0000 Miscellaneous Expenses	-	-	4,000	4,000
Materials, Supplies & Services	**-**	**-**	**30,000**	**30,000**
Total Expenses	**-**	**-**	**$ 167,621**	**$ 167,621**

MEASURE A LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY (LACAHSA) Grants- RPHP/TA 110.CD25E

This fund budgets the revenues from the Los Angeles County Affordable Housing Solutions Agency (LACAHSA) under Measure A. This cost center includes the Renter Protection and Homeless Prevention, and Technical Assistance funds. These efforts will expand access to legal services, emergency financial assistance, and tenant education, while also investing in program administration and provider capacity to ensure effective, compliant, and coordinated delivery of homelessness prevention strategies aligned with Council priorities and the Five-Year Homelessness Plan.

OBJECTIVES

- Prevent homelessness through different financial assistance programs for at-risk households.
- Expand access to legal services, tenant education, and housing rights resources to prevent displacement.
- Strengthen housing stabilization programs through coordinated City efforts and partnerships with service providers.
- Support vulnerable populations through targeted interventions that address housing insecurity before homelessness occurs.

CHANGES FROM PRIOR YEAR

This is a newly established cost-center in FY 2026-27. New staffing includes an Administrative Analyst II and 23% costing allocated for the Housing Development Manager.

MEASURE A LOS ANGELES COUNTY
AFFORDABLE HOUSING SOLUTIONS AGENCY (LACAHSA)
Grants- RPHP/TA
110.CD25E

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**-**	**-**	**1.230**	**1.230**
60001.0000 Salaries & Wages	$ -	$ -	$ 133,485	$ 133,485
60012.0000 Fringe Bnfts	-	-	32,232	32,232
60012.1509 Fringe Bnfts:ER Paid PERS	-	-	12,134	12,134
60012.1528 Fringe Bnfts:Workers Comp	-	-	319	319
60027.0000 Taxes - Non Safety	-	-	1,936	1,936
Salaries & Benefits	**-**	**-**	**180,105**	**180,105**
62170.0000 Priv Cont Svcs	$ -	$ -	$ 270,000	$ 270,000
62310.0000 Office Supplies, Postage & Print	-	-	500	500
62755.0000 Training-General	-	-	500	500
62895.0000 Miscellaneous Expenses	-	-	4,000	4,000
Materials, Supplies & Services	**-**	**-**	**275,000**	**275,000**
Total Expenses	**-**	**-**	**$ 455,105**	**$ 455,105**

Community Development Block Grants Fund
Grants
122.CD25A

This program provides funds from the U.S. Department of Housing and Urban Development (HUD) for activities that primarily benefit persons of low and moderate-income. The Housing and Homelessness Division of the Community Development Department is responsible for the administration of this program.

Community Development Block Grants (CDBG) activities are guided by the City's five-year Consolidated Plan for FY 2025-26 through 2029-30 approved by the City Council and HUD. The use of CDBG Entitlement Allocations is mandated per the following breakdown:

- 15 percent cap for public services.
- 20 percent cap for program administration.
- 65 percent for capital and economic development projects.

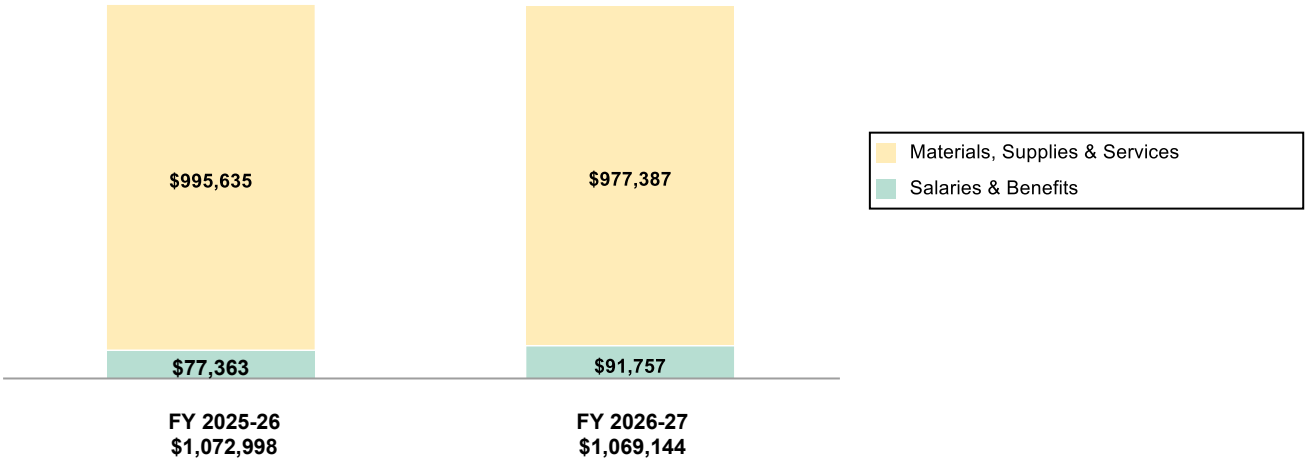
OBJECTIVES

Consolidated Plan CDBG Objectives

- Create opportunities to improve the quality of life for low to moderate income residents.
- Improve, maintain, and create accessibility to public and City facilities for the benefit of all residents.
- Improve and maintain City infrastructure.
- Provide support for public services that foster community engagement and promote effective programs and partnerships.
- Provide support for economic development activities that cultivate jobs for low-income residents.

Annually, the City publishes a Notice of Funding Availability and Request for Proposals for CDBG funding. Applicants must describe the methods by which each program or project is aligned with the City's goals and objectives of the five-year Consolidated Plan.

Community Development Block Grants Fund Summary



Community Development Block Grants Fund
Grants
122.CD25A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.710**	**0.710**	**0.710**	
60001.0000 Salaries & Wages	$ 33,811	$ 52,645	$ 59,901	$ 7,257
60012.0000 Fringe Bnfts	3,140	10,823	11,793	969
60012.1008 Fringe Bnfts:Retiree Benefits	660	578	624	46
60012.1509 Fringe Bnfts:ER Paid PERS	3,781	4,938	5,445	507
60012.1528 Fringe Bnfts:Workers Comp	1,270	1,212	1,167	(45)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	11,202	6,404	11,958	5,554
60027.0000 Taxes - Non Safety	517	763	869	105
60031.0000 Payroll Adjustment	932	-	-	
Salaries & Benefits	**55,313**	**77,363**	**91,757**	**14,393**
62085.0000 Other Professional Svcs	$ 42,201	$ 26,867	$ 26,867	$
62235.0000 Services of Other Dept-Indirect	81,202	100,125	87,516	(12,609)
62310.0000 Office Supplies, Postage & Print	122	539	-	(539)
62496.0000 F537 Computer System Rental	5,826	7,951	6,166	(1,785)
62700.0000 Memberships & Dues	224	-	-	
62710.0000 Travel	-	500	500	
62755.0000 Training-General	-	500	500	
62895.0000 Miscellaneous Expenses	20	755	523	(232)
63051.0000 CDBG Activities	285,182	858,398	855,315	(3,083)
Materials, Supplies & Services	**414,776**	**995,635**	**977,387**	**(18,248)**
Total Expenses	**$ 470,090**	**$ 1,072,998**	**$ 1,069,144**	**$ (3,855)**

Public Improvements Fund
Public Improvements – Transportation
127.CD33A

The Public Improvements Fund program funds public improvements through the receipt of Development Impact Fees collected by the Community Development Department. Public Improvement projects funded by this program are restricted to those projects identified through the impact fee program.

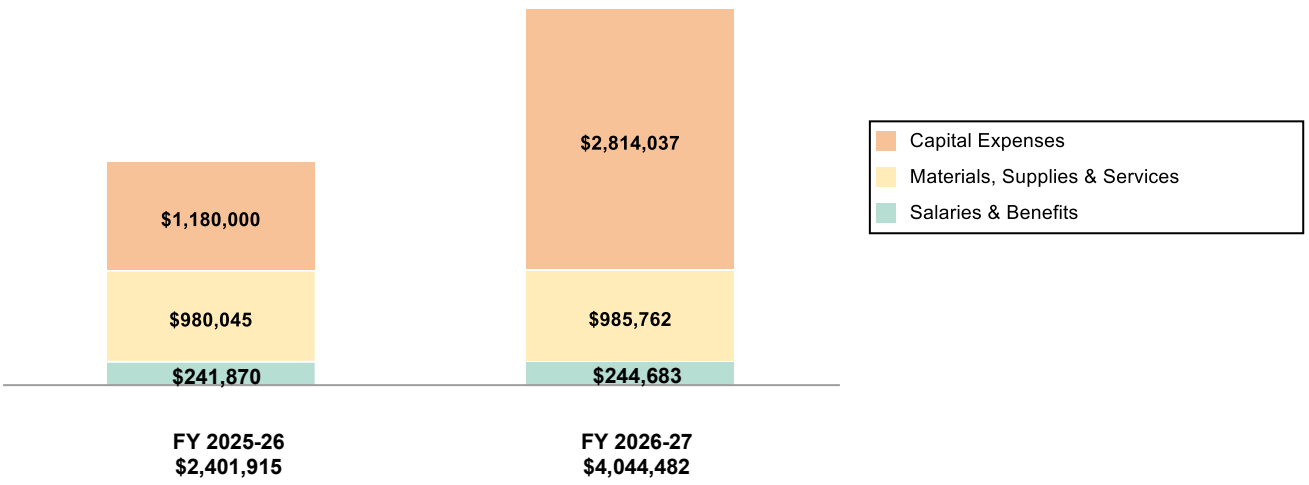
OBJECTIVES

This program helps to implement roadway, transit, and active transportation projects that are identified in the development impact fee study and that implement the General Plan, Bicycle Master Plan, and Citywide Complete Streets Plan.

CHANGES FROM PRIOR YEAR

Capital improvement projects include the Chandler Bikeway Extension and the Downtown Mobiity Hub.

Community Development Public Improvements Fund Summary



Public Improvements Fund
Public Improvements – Transportation
127.CD33A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**1.080**	**1.080**	**1.080**	
60001.0000 Salaries & Wages	$ 94,430	$ 148,217	$ 163,176	$ 14,959
60012.0000 Fringe Bnfts	16,089	29,099	32,519	3,420
60012.1008 Fringe Bnfts:Retiree Benefits	1,491	879	949	71
60012.1509 Fringe Bnfts:ER Paid PERS	9,690	13,903	14,833	930
60012.1528 Fringe Bnfts:Workers Comp	1,686	1,973	1,629	(343)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	37,554	34,851	18,411	(16,440)
60012.1532 Fringe Bnfts:PERS One Time Pay	21,600	10,800	10,800	
60027.0000 Taxes - Non Safety	1,360	2,149	2,366	217
60031.0000 Payroll Adjustment	1,434	-	-	
Salaries & Benefits	**185,333**	**241,870**	**244,683**	**2,813**
62050.0000 Planning, Survey & Design	$ 208,540	$ -	$ -	$
62085.0000 Other Professional Svcs	423,850	600,000	600,000	
62185.0000 Transportation Element EIR	272,245	100,000	100,000	
62235.0000 Services of Other Dept-Indirect	222,580	273,027	277,330	4,303
62300.0000 Spec Dept Supl	76	200	200	
62496.0000 F537 Computer System Rental	4,368	6,818	8,232	1,414
Materials, Supplies & Services	**1,131,660**	**980,045**	**985,762**	**5,717**
70002.0000 Street Improvements	$ 628,070	$ 1,180,000	$ 2,814,037	$ 1,634,037
Capital Expenses	**628,070**	**1,180,000**	**2,814,037**	**1,634,037**
Total Expenses	**$ 1,945,063**	**$ 2,401,915**	**$ 4,044,482**	**$ 1,642,567**

HUD Affordable Housing Fund
Grants
128.CD25A/CD25C

This program provides funds from the U.S. Department of Housing and Urban Development (HUD) to increase the City's supply of affordable housing and provides Permanent Supportive Housing (PSH) vouchers. Through the investment of HOME Investment Partnerships (HOME) funds, housing developers and non-profit organizations can acquire, rehabilitate, and develop long-term affordable housing. The use of PSH vouchers will provide rental assistance to 20 chronically homeless households. The Housing and Homelessness division of the Community Development Department is responsible for the administration of these programs.

OBJECTIVES

HOME grant programs are guided by the City's five-year Consolidated Plan for FY 2026-27, approved by the City Council and by HUD.

- Provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing for low- and moderate-income residents, and reducing discriminatory and accessibility barriers.
- Expend federal HOME funds within the required timeframe to create affordable housing for lower-income households that meet the City's Regional Housing Needs Assessments (RHNA) requirements.
- Create special needs housing opportunities for individuals and families that are at risk of becoming homeless.
- Create transitional and permanent supportive housing units for homeless individuals and families. Utilize Permanent Supportive Housing (PSH) funds to provide rental assistance to 20 chronically homeless households as required under the program.

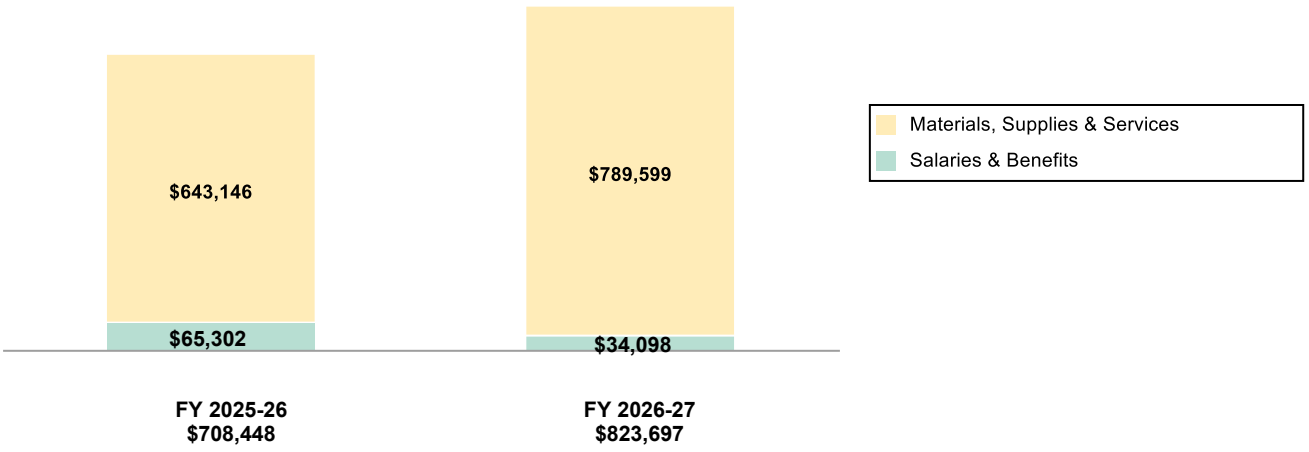
CHANGES FROM PRIOR YEAR

Ten percent of HOME funds will be utilized for administration. At a later date, the remaining balance of HOME funds will be appropriated once a project is identified.

The budget expenditure for Fair Housing will transition from Fund 128 to Fund 110 (Measure A) under the Renter Protection and Homeless Prevention CD25E cost center beginning in FY 2026-27. This adjustment will support Fair Housing activities, such as legal assistance and tenant outreach, as part of the Measure A program.

Staffing changes include the transfer of the Housing Development Manager's cost to Measure A (LACHASA). This adjustment will redirect HOME administrative funds toward a consultant to support an affordable housing development project.

Community Development HUD Affordable Housing Fund Summary



HUD Affordable Housing Fund
Grants
128.CD25A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.430**	**0.430**	**0.200**	**(0.230)**
60001.0000 Salaries & Wages	$ 27,686	$ 47,007	$ 21,470	$ (25,536)
60012.0000 Fringe Bnfts	2,088	7,408	3,486	(3,922)
60012.1008 Fringe Bnfts:Retiree Benefits	408	350	202	(148)
60012.1509 Fringe Bnfts:ER Paid PERS	3,134	4,409	1,952	(2,458)
60012.1528 Fringe Bnfts:Workers Comp	526	597	202	(395)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	6,444	4,850	6,475	1,625
60027.0000 Taxes - Non Safety	425	682	311	(370)
60031.0000 Payroll Adjustment	926	-	-	
Salaries & Benefits	**41,638**	**65,302**	**34,098**	**(31,204)**
62170.0000 Priv Cont Svcs	$ 7,322	$ -	$ 39,266	$ 39,266
62310.0000 Office Supplies, Postage & Print	-	-	2,500	2,500
62496.0000 F537 Computer System Rental	2,408	2,874	3,367	493
62895.0000 Miscellaneous Expenses	-	-	2,500	2,500
63051.1020 CDBG Activities:Fair Housing	26,605	40,000	-	(40,000)
Materials, Supplies & Services	**36,335**	**42,874**	**47,633**	**4,759**
Total Expenses	**$ 77,972**	**$ 108,176**	**$ 81,731**	**$ (26,445)**

HUD Affordable Housing Fund
Grants – PSH
128.CD25C

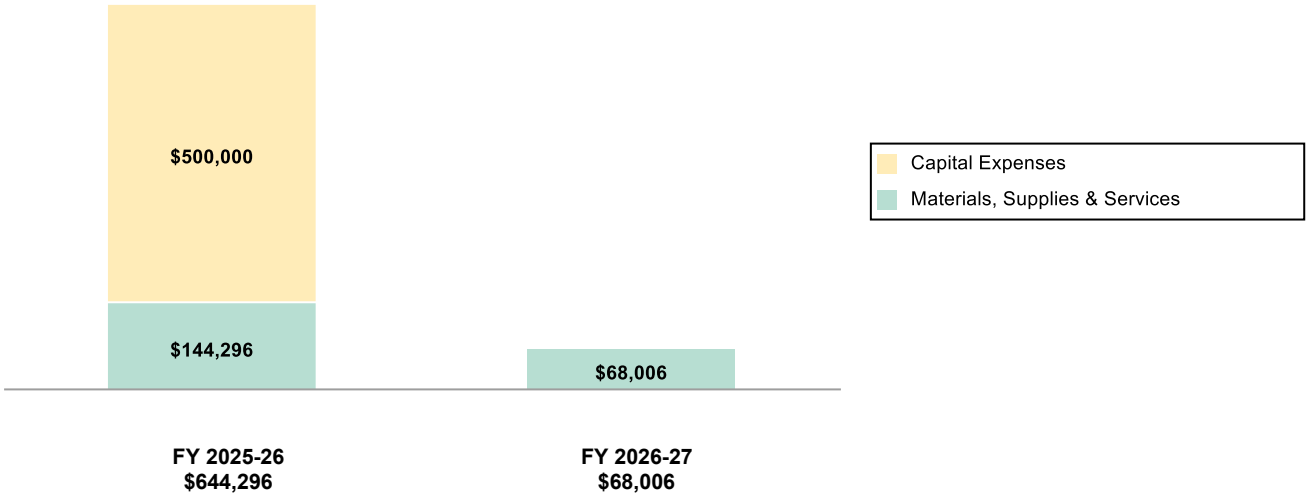
The Continuum of Care Permanent Supportive Housing (PSH) funds are estimated at $697,700 and will cover housing assistance payments, supportive services, and administrative expenses for those vouchers. PSH Administrative fees will be utilized to fund approximately 20 percent of a Housing Assistant position to administer the PSH vouchers.

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
62170.0000 Priv Cont Svcs	$ 11,100	$ 15,000	$ 167,666	$ 152,666
62310.0000 Office Supplies, Postage & Print	-	1,000	2,500	1,500
62520.0000 Public Information	-	5,000	-	(5,000)
62710.0000 Travel	-	1,000	-	(1,000)
62755.0000 Training-General	-	1,500	-	(1,500)
62895.0000 Miscellaneous Expenses	224	1,000	2,500	1,500
62950.0000 Housing Assist Pay	315,796	455,772	540,600	84,828
62950.1000 Housing Assist Pay:Admin Fees	64,468	120,000	28,700	(91,300)
Materials, Supplies & Services	**391,588**	**600,272**	**741,966**	**141,694**
Total Expenses	**$ 391,588**	**$ 600,272**	**$ 741,966**	**$ 141,694**

Municipal Infrastructure Fund
Affordable Housing Section
534.CD23A

This cost center provides funding for ongoing maintenance of 323-333 South Front Street including cleaning services, landscaping, pest control, and all tasks related to the property management of the commercial building. The Community Development Department manages this cost center.

Community Development Municipal Infrastructure Fund Summary



	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
62000.0000 Utilities	$ 25,721	$ 41,600	$ 41,600	$
62170.0000 Priv Cont Svcs	17,684	26,400	26,400	
62450.0000 Bldg Gnds Maint&Rep	-	76,000	-	(76,000)
62496.0000 F537 Computer System Rental	-	296	6	(290)
Materials, Supplies & Services	**43,405**	**144,296**	**68,006**	**(76,290)**
Total Expenses	**$ 43,405**	**$ 144,296**	**$ 68,006**	**$ (76,290)**

Municipal Infrastructure Fund
Economic Development Section
534.CD23B

This cost center provides funding for Economic Development capital improvement projects.

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
70002.0000 Street Improvements	$ -	$ 500,000	$ -	$ (500,000)
Capital Expenses	**-**	**500,000**	**-**	**(500,000)**
Total Expenses	**-**	**$ 500,000**	**-**	**$ (500,000)**

Section 8 Voucher Program
117.CD23A/CD26A

The Section 8 Program provides rent subsidy payments directly to landlords on behalf of eligible tenants, using annual funds allocated by the U.S. Department of Housing and Urban Development (HUD). The Section 8 Program provides an additional resource for assisting very low-income renters in Burbank. Dependent on the level of HUD funding, staff strives to maximize the utilization of as many vouchers as possible. The current waiting list consists of approximately 22,405 applicants, of which roughly 2,646 are Burbank residents. The Community Development Department - Housing Division is responsible for the administration of the Section 8 Program. In 2022, the Housing Authority received an additional allocation of 13 vouchers to add to the existing 1,014 allocated vouchers, for a total of 1,027 Housing Choice Vouchers (HCV). Finally, there are a total of 15 Veterans Affairs Supportive Housing (VASH) vouchers and 5 Foster Youth to Independence Vouchers for a total of 1,047 vouchers under this fund.

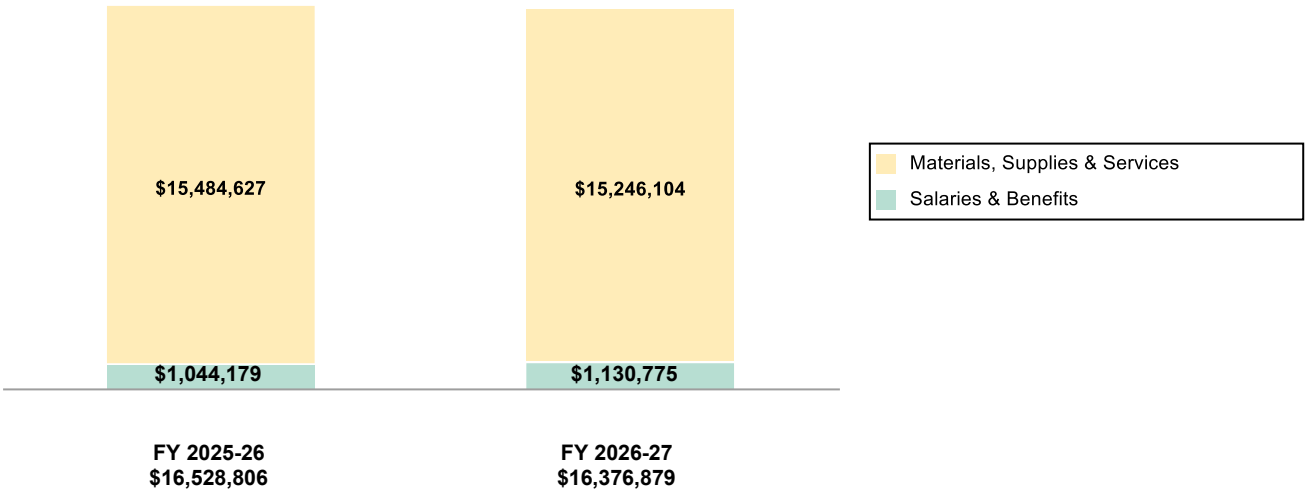
OBJECTIVES

- Continue housing opportunities for very low-income families within funding limits, allocations, and constraints of the Section 8 program, Emergency Housing Voucher, and additional Voucher Programs as available.
- Encourage mixed-income neighborhoods and avoid concentrations of low-income housing.
- Utilize the existing housing stock as affordable housing through the use of limited federal funds.
- Continue the goal of maximum utilization of the Housing Assistance Vouchers available to the City within funding constraints. The Burbank Housing Authority (BHA) does not receive sufficient funding to utilize all 1,047 Section 8 vouchers allocated to the City; therefore, the Housing Authority will continue to maximize 0the funding received to serve the greatest number of households.

CHANGES FROM PRIOR YEAR

In FY 2026-27, the Emergency Housing Vouchers (EHV) program, which HUD began funding in 2021, will be sunsetting. These funds were allocated in the Housing Assistance Payments account to help homeless households and those at risk of becoming homeless. The BHA received funding for five Foster Youth to Independence (FYI) vouchers to serve the Burbank Homeless Foster Youth. The BHA will continue to receive funding for this program and apply for additional vouchers in FY 2026-27.

Community Development Section 8 Voucher Program Fund Summary



Section 8 Voucher Program
117.CD23A/CD26A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.800**	**6.300**	**6.300**	
60001.0000 Salaries & Wages	$ 704,719	$ 653,305	$ 709,544	$ 56,239
60012.0000 Fringe Bnfts	136,563	143,377	166,070	22,693
60012.1008 Fringe Bnfts:Retiree Benefits	6,204	5,531	5,536	5
60012.1509 Fringe Bnfts:ER Paid PERS	73,488	61,280	64,498	3,218
60012.1528 Fringe Bnfts:Workers Comp	8,221	8,840	7,274	(1,567)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	118,112	143,173	148,366	5,193
60012.1532 Fringe Bnfts:PERS One Time Pay	38,400	19,200	19,200	
60015.0000 Wellness Program Reimbursement	495	-	-	
60027.0000 Taxes - Non Safety	9,658	9,473	10,288	815
60031.0000 Payroll Adjustment	6,713	-	-	
Salaries & Benefits	**1,102,572**	**1,044,179**	**1,130,775**	**86,596**
62085.0000 Other Professional Svcs	$ 41,976	$ 151,000	$ 149,000	$ (2,000)
62170.0000 Priv Cont Svcs	40,702	50,000	50,000	
62170.1001 Priv Cont Svcs:Temp Staff	17,226	10,000	-	(10,000)
62220.0000 Insurance	47,920	33,256	53,256	20,000
62235.0000 Services of Other Dept-Indirect	226,257	252,916	243,108	(9,808)
62240.0000 Services of Other Dept-Direct	481	485	522	37
62300.0000 Spec Dept Supl	-	2,000	2,000	
62310.0000 Office Supplies, Postage & Print	17,861	25,000	25,000	
62420.0000 Books & Periodicals	-	1,000	1,000	
62485.0000 F535 Communication Rental Rate	6,496	6,496	10,465	3,969
62496.0000 F537 Computer System Rental	173,307	165,474	112,753	(52,721)
62700.0000 Memberships & Dues	2,568	3,000	5,000	2,000
62710.0000 Travel	-	5,000	5,000	
62755.0000 Training-General	5,363	5,000	5,000	
62811.0000 Interest Expense	14,168	-	-	
62830.0000 Bank Svc Chg	27,295	10,000	10,000	
62895.0000 Miscellaneous Expenses	5,486	9,000	9,000	
62950.0000 Housing Assist Pay	14,878,029	13,400,000	13,900,000	500,000
62950.1000 Housing Assist Pay:Admin Fees	55,394	55,000	65,000	10,000
62950.1001 Housing Assist Pay:EHV HAP	1,114,270	1,200,000	500,000	(700,000)
62950.1002 Housing Assist Pay:EHV Admin	19,161	100,000	100,000	
Materials, Supplies & Services	**16,693,961**	**15,484,627**	**15,246,104**	**(238,523)**
Total Expenses	**$ 17,796,533**	**$ 16,528,806**	**$ 16,376,879**	**$ (151,927)**

Low and Moderate Income Housing Fund
Affordable Housing Section
305.CD23A

The Housing Authority, as the Successor Housing Agency, administers the Low and Moderate Income Housing Fund. In this capacity, the Housing Authority develops new affordable housing opportunities and preserves existing housing stock. The primary source of revenue for the fund includes program income from existing loans and grants and through debt reimbursement payments associated with the debt between the former Redevelopment Agency and the City. Since 1971, more than $103 million has been invested to create more than 1,600 affordable homes and in the process strengthened and improved neighborhoods, created jobs, built public infrastructure improvements, and enhanced the lives of countless families through its efforts. The goals of the housing programs are to ensure that there is a diverse mix of service-enriched housing; to preserve existing affordable housing; and to provide housing to special needs populations including, but not limited to, the elderly, persons with disabilities, large families, United States Veterans who are homeless or at risk of homelessness, and other vulnerable segments of the Burbank community. Finally, the Housing Authority continues to monitor existing affordable housing units, as monitoring efforts will preserve affordability and safeguard historical investments.

OBJECTIVES

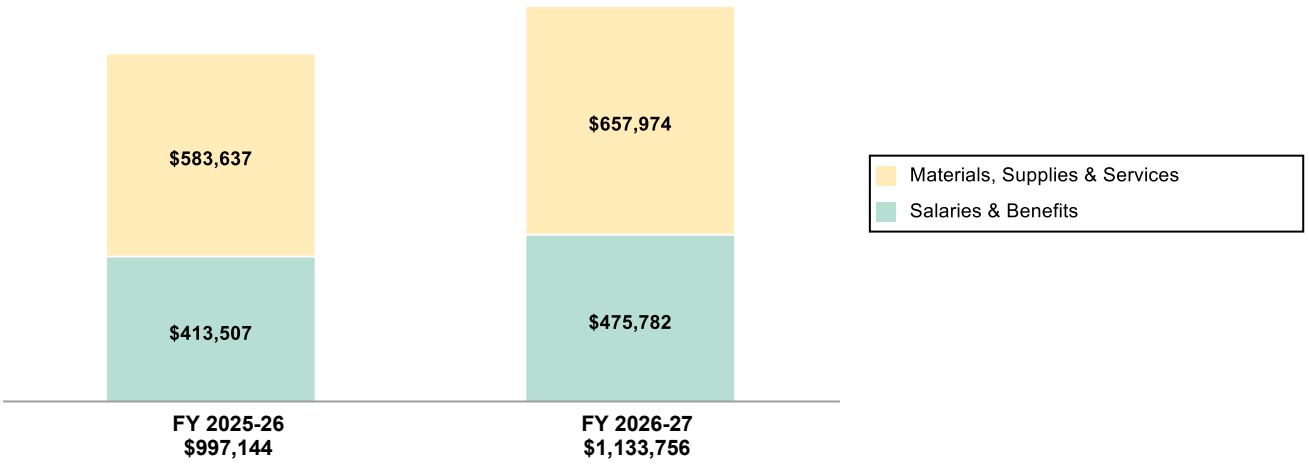
- Monitor existing covenants, outstanding loans, and obligations.
- Monitor funding availability to continue affordable housing developments and programs for low and moderate-income residents.
- Utilize available funding to create affordable housing for the Burbank Workforce through mixed-use housing developments that revitalize neighborhoods with mixed-income households.
- Expand our capacity to support the delivery of services that address the systemic issues surrounding homelessness.
- Utilize the County's framework to implement the use of a cohesive and comprehensive system by connecting the homeless to services, service providers, case management, and housing.
- Build a multi-faceted partnership and strategy with residents, businesses, and service groups to engage homeless individuals and families resistant to services.
- Create affordable housing for the Burbank Workforce by partnering with non-profit and for-profit organizations on residential and mixed-use development projects.
- Prepare, revise, and implement deed-restricted agreements for affordable housing units (typically 55-year terms), including incorporating developer feedback and negotiating terms to finalize agreements.
- Monitor the resale of affordable homeownership units, including updating homebuyer selection procedures and reviewing income eligibility and financial documentation for prospective buyers.
- Monitor affordable rental units and homeownership by ensuring compliance with income eligibility requirements and occupancy standards.

CHANGES FROM PRIOR YEAR

The Other Professional Services account was increased to $345,000 to pay for monitoring costs of affordable homeownership and rental units, including the facilitation of the resale of affordable homeownership units, as well as the preparation, revision, and implementation of deed-restricted agreements for affordable housing projects.

Low and Moderate Income Housing Fund
Affordable Housing Section
305.CD23A

Community Development Low and Moderate Income Housing Fund Summary



	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.950**	**2.450**	**2.450**	
60001.0000 Salaries & Wages	$ 318,550	$ 279,040	$ 313,250	$ 34,210
60012.0000 Fringe Bnfts	53,767	54,367	56,819	2,451
60012.1008 Fringe Bnfts:Retiree Benefits	2,908	2,400	2,153	(247)
60012.1509 Fringe Bnfts:ER Paid PERS	34,497	26,174	28,474	2,300
60012.1528 Fringe Bnfts:Workers Comp	3,992	3,544	2,945	(599)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	29,735	43,036	66,699	23,663
60012.1532 Fringe Bnfts:PERS One Time Pay	1,800	900	900	
60027.0000 Taxes - Non Safety	4,604	4,046	4,542	496
60031.0000 Payroll Adjustment	4,363	-	-	
Salaries & Benefits	**454,215**	**413,507**	**475,782**	**62,275**
62045.0000 Appraisal Services	$ -	$ 50,000	$ -	$ (50,000)
62085.0000 Other Professional Svcs	155,990	275,500	345,000	69,500
62155.0000 Relocation & Negotiation	-	50,000	-	(50,000)
62170.0000 Priv Cont Svcs	99,255	50,000	100,000	50,000
62235.0000 Services of Other Dept-Indirect	102,760	131,927	192,001	60,074
62310.0000 Office Supplies, Postage & Print	1,484	2,000	500	(1,500)
62485.0000 F535 Communication Rental Rate	722	722	951	229
62496.0000 F537 Computer System Rental	16,399	16,488	15,022	(1,466)
62755.0000 Training-General	-	2,000	2,500	500
62895.0000 Miscellaneous Expenses	2,207	5,000	2,000	(3,000)
Materials, Supplies & Services	**378,817**	**583,637**	**657,974**	**74,337**
Total Expenses	**$ 833,032**	**$ 997,144**	**$ 1,133,756**	**$ 136,612**

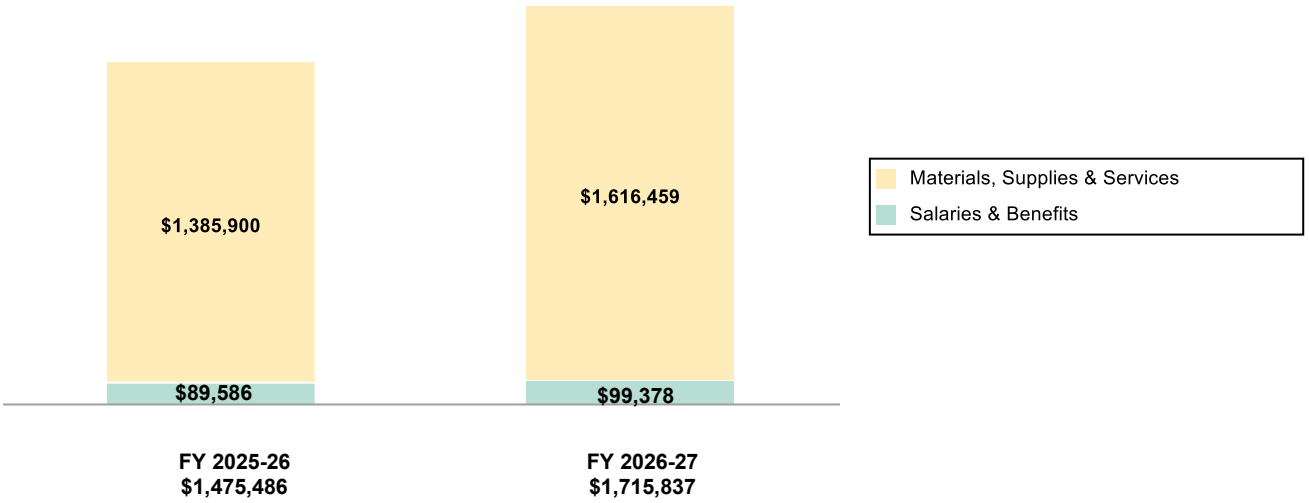
Parking Authority Fund
Transportation Division
310.CD32A/CD32C

Established in 1970, the City of Burbank Parking Authority is administered by the Community Development Department. The Parking Authority Fund was created for the acquisition, construction, maintenance, and operation of all City-owned or operated public parking lots and structures within the City of Burbank. Revenue sources include monthly parking permit fees, lease fees, the Downtown Public Facility Maintenance District levy, and various public-private parking agreements within the downtown area. Parking Authority Fund also oversees the paid parking program that was established for Downtown Burbank, and that includes managing the paid parking operations, hardware, and software for the program.

OBJECTIVES

- Operate and maintain downtown public parking lots and structures.
- Administer parking maintenance agreements including agreements for the Collection, Courthouse, A.P.X., Village Walk, Gangi structures, Burbank Unified School District (BUSD) lot, and Downtown Public Facility Maintenance Assessment District Number 1.
- Manage permit parking programs including residential and commercial, City and private employee parking permits, valet operators, Large Non-Commercial Vehicle (LNCV) permits, and leased parking agreements.
- Coordinate with the Police Department to provide parking and staging areas for filming activities in the Downtown Burbank area for the film permit program.
- Implement the City Council's adopted Parking Management Principles.

Community Development Parking Authority Fund Summary



Parking Authority Fund
Transportation Division
310.CD32A

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
62000.0000 Utilities	$ 40,414	$ 64,212	$ 64,212	$
62170.0000 Priv Cont Svcs	475,215	750,000	905,000	155,000
62235.0000 Services of Other Dept-Indirect	54,168	162,326	234,347	72,021
62300.0000 Spec Dept Supl	7,213	8,000	8,000	
62496.0000 F537 Computer System Rental	679	1,362	4,900	3,538
Materials, Supplies & Services	**577,689**	**985,900**	**1,216,459**	**230,559**
Total Expenses	**$ 577,689**	**$ 985,900**	**$ 1,216,459**	**$ 230,559**

Parking Authority Fund
Parking Management
310.CD32C

OBJECTIVES

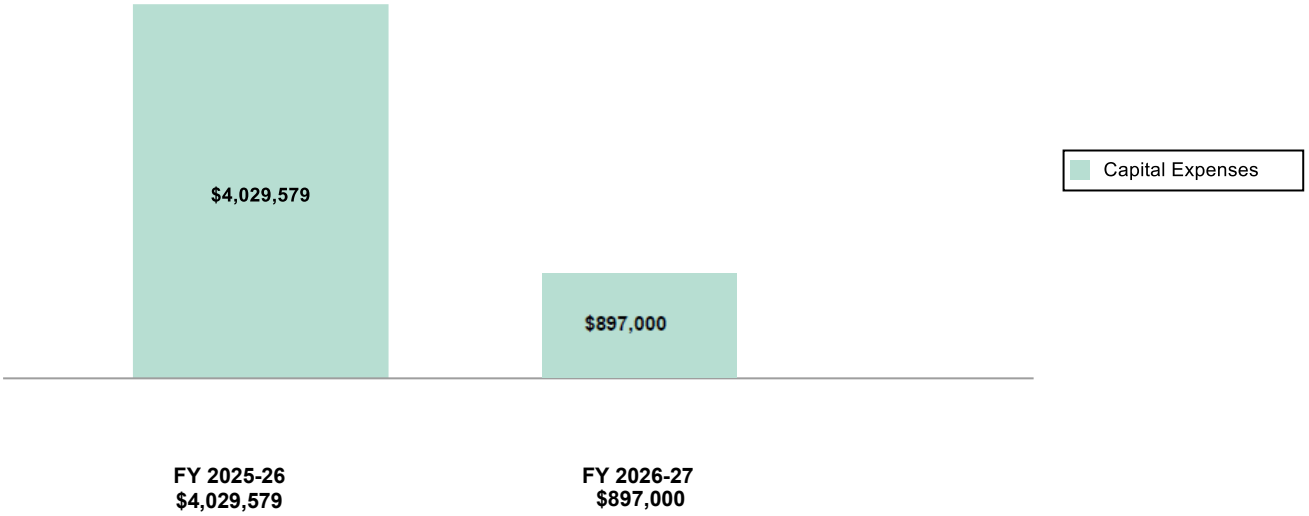
- Implement the City Council's adopted Parking Management Principles.
- Oversee the paid parking management program for Downtown Burbank.
- Develop key parking management regulations and strategies regarding parking meter zones, time limits, parking fees, and time periods for efficient use of parking spaces.
- Monitor parking occupancy level goals as a key performance measure.
- Establish consensus of parking management revenue policies.
- Compare parking fees, technology solutions, and best practices from other jurisdictions.
- Coordinate with Burbank Police Department to ensure compliance with parking management regulations.

	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**-**	**0.500**	**0.500**	
60001.0000 Salaries & Wages	$ -	$ 68,773	$ 75,472	$ 6,699
60012.0000 Fringe Bnfts	-	12,492	14,802	2,310
60012.1008 Fringe Bnfts:Retiree Benefits	-	-	439	439
60012.1509 Fringe Bnfts:ER Paid PERS	-	6,451	6,860	410
60012.1528 Fringe Bnfts:Workers Comp	-	873	709	(164)
60027.0000 Taxes - Non Safety	-	997	1,094	97
Salaries & Benefits	**-**	**89,586**	**99,378**	**9,791**
62170.1020 Priv Cont Svcs:Parking Ops	$ 272,378	$ 400,000	$ 400,000	$
Materials, Supplies & Services	**272,378**	**400,000**	**400,000**	
Total Expenses	**$ 272,378**	**$ 489,586**	**$ 499,378**	**$ 9,791**

General City Capital Project Fund
Grants
370.CD25A/CD33A

Fund 370 was created to account for large one-time General City capital projects. The majority of the funding comes from contributions from the General Fund (Fund 001), as well as a variety of grant sources and restricted budgetary reserves.

Community Development General City Capital Project Fund Summary



	EXPENDITURES FY2024-25	BUDGET FY2025-26	BUDGET FY2026-27	CHANGES FROM PRIOR YEAR
70019.0000 Building Improvements	$ 521,702	$ 4,029,579	$ 897,000	$ (3,132,579)
Capital Expenses	**521,702**	**4,029,579**	**897,000**	**(3,132,579)**
Total Expenses	**$ 521,702**	**$ 4,029,579**	**897,000**	**$ (3,132,579)**

Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST I (M)	3.590	3.000	3.000	
ADM ANALYST II (M)	4.410	5.000	7.000	2.000
ADM OFCR	1.000	1.000	1.000	
ASSOC PLNER	5.000	5.000	5.000	
AST CD DIR-BLDG OFFICIAL	1.000	1.000	1.000	
AST CD DIR-BUSINESS & ECONOMIC DEV	1.000	2.000	2.000	
AST CD DIR-TRANS&PLNG	2.000	2.000	2.000	
AST PLNER	5.000	5.000	5.000	
BLDG ADMINISTRATION MGR	1.000	1.000	1.000	
BLDG INSP I	3.000	3.000	3.000	
BLDG INSP II	6.000	5.000	5.000	
BLDG INSP III	4.000	4.000	4.000	
BLDG INSPECTION MANAGER	1.000	1.000	1.000	
CD DIR	1.000	1.000	1.000	
CLERICAL WKR	0.900	0.900	0.900	
CODE COMPLIANCE INSP II	-	2.000	2.000	
CODE COMPLIANCE MGR	1.000	1.000	1.000	
ECONOMIC DEV MGR	1.000	1.000	1.000	
EXEC AST	1.000	1.000	1.000	
HSG AST	5.000	5.000	5.000	
HSG AUTHORITY MGR	1.000	-	-	
HSG DEV MGR	2.000	3.000	3.000	
HSG SPECIALIST	1.000	-	-	
HSG SRVS AST	1.000	1.000	1.000	
INTERMEDIATE CLK	5.000	6.000	6.000	
PARKING ANALYST	1.000	1.000	1.000	
PARKING PERMIT TECH	-	2.000	2.000	
PARKING SRVS MGR	-	1.000	1.000	
PERMIT CORD	2.000	2.000	2.000	
PERMIT TECH	4.000	4.000	4.000	
PLAN CHECK ENG	1.000	1.000	1.000	
PLAN CHECK MGR	1.000	1.000	1.000	
PLNG MGR	1.000	1.000	1.000	
PLNG TECH	2.000	2.000	2.000	
PRIN CLK	2.000	2.000	2.000	
PRIN PLAN CHECK ENG	1.000	1.000	1.000	
PRIN PLNER	3.000	3.000	3.000	
PRIN TRANS PLNER	-	2.000	2.000	
PROPOSED JOB - BCEA	2.000	-	-	
REAL ESTATE&PROJ MGR	1.000	1.000	1.000	
SOC SRVS SUPV	1.000	1.000	1.000	
SR ADM ANALYST (M)	4.000	3.990	4.000	0.010
SR CLK	1.000	1.000	1.000	
SR CODE COMPLIANCE INSP	1.000	2.000	2.000	
SR PLAN CHECK ENG	3.000	3.000	3.000	
SR PLNER	3.100	3.000	3.000	
SR TRANS PLNER	2.900	1.000	1.000	
TRANS OPERATIONS SUPV	1.000	1.000	1.000	
TRANS SCHEDULER	2.000	2.000	2.000	
TRANS SRVS DRIVER	9.383	9.380	9.380	
TRANS SRVS MGR	1.000	1.000	1.000	
TOTAL STAFF YEARS	**110.293**	**112.270**	**114.280**	**2.010**

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PUBLIC WORKS

MISSION STATEMENT

The Public Works Department plans, designs, builds, operates, and maintains the City's public works systems in a financially and environmentally responsible manner while responding to the community's changing needs.

ABOUT PUBLIC WORKS

Public Works consists of five divisions: Administration, Engineering Design and Construction, Fleet and Buildings Maintenance, Streets and Waste Management, and Water Reclamation and Sewer. Both Water Reclamation and Sewer, and Refuse are Enterprise Funds that are included under a separate tab in the budget document.

The Administration Division provides departmental support for project management, finances, safety, legislation, customer service, and employee relations.

The Engineering Design and Construction Division includes CIP and Inspection, Land Development and Permits, and Traffic Sections. The CIP and Inspection Section is primarily responsible for planning, designing, constructing, and monitoring the City's infrastructure improvements for streets, alleys, and sidewalks, overseeing all work in the public right-of-way for public safety, and adherence to City standards. The Traffic Section includes Traffic Engineering, Traffic Signal Maintenance, Traffic Sign Maintenance, and the Traffic Management Center. The Traffic Engineering Section oversees traffic capital improvement projects, traffic design, traffic control plan checking, development review, and traffic-related requests. Traffic Signal Maintenance oversees the maintenance/installation of traffic signal equipment, detection, and traffic cameras. The Signs and Painting Section oversees installation/maintenance of traffic signs and markings on streets, curbs, crosswalks, and bikeways. The Traffic Management Center oversees the monitoring, operation, and synchronization of all the City's signalized intersections by using Intelligent Transportation System (ITS) devices connected to the City's high-speed fiber-optic network. The Land Development and Permits Section is primarily responsible for oversight of all work performed in the public right-of-way by others. The work includes planning, design review, and permitting of major, discretionary, or ministerial/over-the-counter projects, in coordination with other City Departments, as well as overseeing a myriad of private utility permits.

The Fleet and Buildings Maintenance Division maintains and repairs all City equipment and buildings except fire engines and ambulances, and BWP equipment/facilities. The Fleet Services Section repairs a diverse range of conventional and alternative-fueled vehicles and equipment, including the City's Compressed Natural Gas (CNG) infrastructure and underground fuel tanks. The Buildings Maintenance section consists of Facilities Maintenance and Custodial Services, and is responsible for the operations, maintenance, upgrades, and repairs of all non-BWP City facilities. Facilities Maintenance provides construction and maintenance services for over 1.3 million square feet of public space located within 146 buildings. Custodial Services cleans and maintains 640,000 square feet of occupied space in 28 buildings.

The Streets and Waste Management Division includes Road and Parkway Maintenance, Weed Abatement, and Flood Control. This Division also oversees the Refuse Collection, Refuse Disposal (which includes Landfill Engineering and Operations), Recycling, and Street Sweeping sections, which are all part of the Refuse Enterprise Fund. The Roadway and Parkway Maintenance Section consists of three separate repair areas: Asphalt Crew, Concrete Crew, and General Maintenance. This section maintains streets, alleys, sidewalks, parking lots, overpasses, and underpasses throughout the City, coordinates the City's graffiti removal program, and oversees the citywide landscape maintenance contract. The Weed Abatement Section handles weed maintenance. The Flood Control Section is responsible for maintaining the City's flood control system, emergency flood response, debris removal, and flow abatement.

The Water Reclamation and Sewer Division includes the Engineering and Design, Industrial Waste Permitting and Inspection, Plant Operations and Maintenance, and Sewer Maintenance Sections. The Division is responsible for sewer design and construction, managing the operations of the City's wastewater treatment and reclamation plant, issuing sewer permits, establishing sewer fees, creating and updating the City's Sewer Master Plan and subsequently implementing recommended improvements based thereon, oversight of the City's stormwater program, and coordinating administrative activities with the City of Los Angeles, State, and Federal regulating agencies.

PUBLIC WORKS

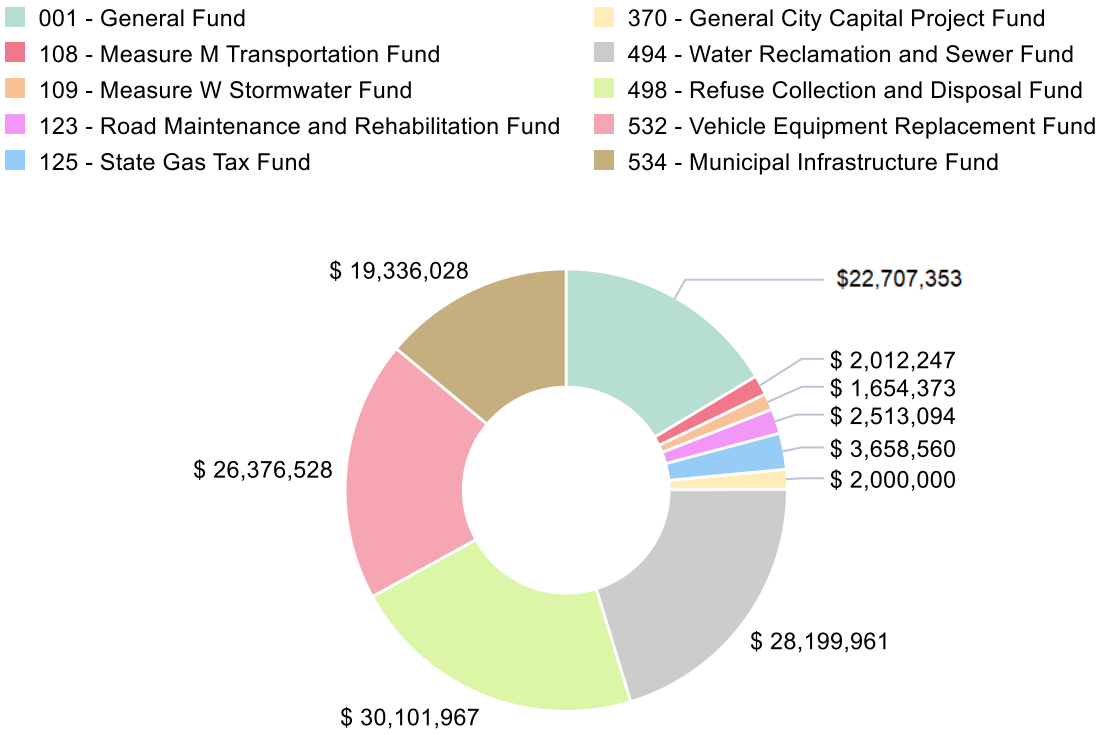
DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**207.743**	**212.000**	**211.000**	**(1.000)**
Salaries & Benefits	$ 27,264,209	$ 31,444,850	$ 32,916,227	$ 1,471,377
Materials, Supplies & Services	50,494,394	53,725,658	55,578,543	1,852,885
Capital Assets	1,636,522	30,369,820	26,695,340	(3,674,480)
Capital Expenses	11,913,668	15,197,775	23,435,000	8,237,225
TOTAL	**$ 91,308,723**	**$ 130,738,103**	**$ 138,625,110**	**$ 7,887,007**

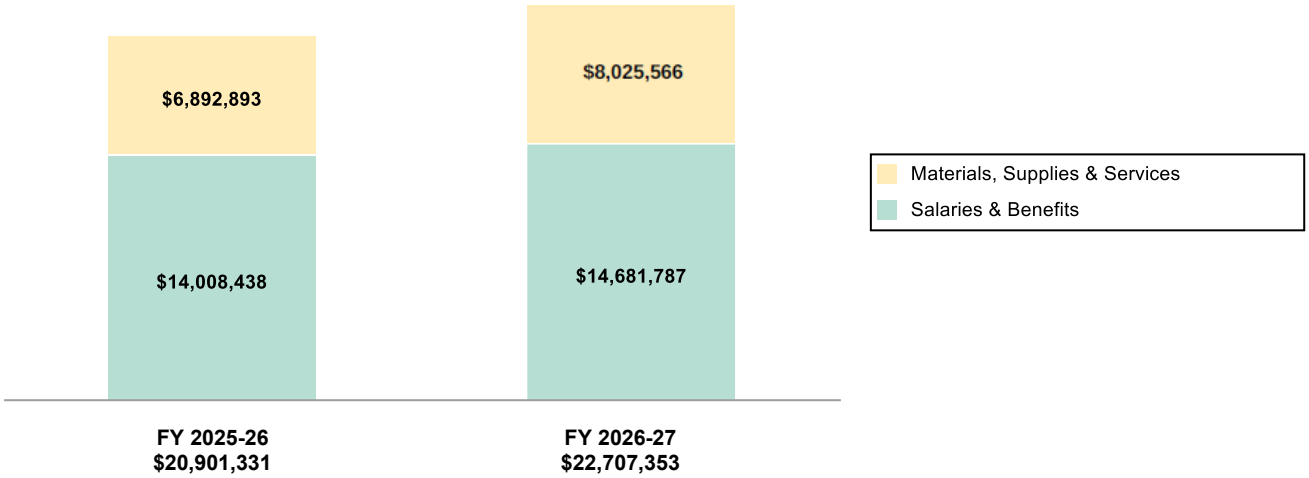
PUBLIC WORKS

DEPARTMENT SUMMARY

FY 2026-27: $ 138,625,110



GENERAL FUND SUMMARY



General Fund
Administration
001.PW11A

The Administration Division provides departmental support for administrative project management, finances, safety, legislation, customer service, and employee relations.

OBJECTIVES

- Coordinate interdivisional and interdepartmental activities and provide organizational analysis.
- Assist with the preparation and processing of all Public Works agenda bills, staff reports, resolutions, ordinances, and agreements for City Council.
- Provide research and analysis of Public Works legislation and major Public Works issues.
- Coordinate departmental budget development and provide fiscal administration.
- Assist the Financial Services Department with the preparation of the City's annual Capital Improvement Program, and the Public Works Department's operating and Enterprise budgets.
- Coordinate and monitor progress toward achieving the Public Works Department Work Program goals.
- Coordinate requests for public records.
- Prepare and track safety-related records such as safety shoe/eyeglass requisitions and invoices, review vehicular and industrial accident/illness incidents, open workers' compensation files, and assist in the implementation of the City's Local Emergency Action Plan (LEAP).
- Respond to phone calls involving customer inquiries, complaints, and requests for additional services.
- Respond to citizen notifications/complaints regarding illegally dumped items and possible hazards.
- Investigate and process damage claims, calculate repair costs, and facilitate recovery of payments for damages to City-owned property.
- Process internal and external correspondence and maintain records/files.
- Process payroll, invoices, purchase orders, warehouse/purchase requisitions, budget transfers, and accounts receivable transactions.
- Process evaluations and step increases, and maintain divisional personnel records.
- Provide meeting support to the Infrastructure Oversight Board.
- Use/monitor radio communications with field units for routine and emergency responses as necessary.

General Fund
Administration
001.PW11A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**9.785**	**9.785**	**8.785**	**(1.000)**
60001.0000 Salaries & Wages	$ 892,357	$ 1,242,931	$ 1,242,756	$ (174)
60006.0000 OT-Nonsafety	147	1,000	1,000	
60012.0000 Fringe Bnfts	165,064	246,700	250,134	3,434
60012.1008 Fringe Bnfts:Retiree Benefits	6,894	7,960	8,598	639
60012.1509 Fringe Bnfts:ER Paid PERS	86,403	115,240	111,842	(3,399)
60012.1528 Fringe Bnfts:Workers Comp	20,138	20,886	12,473	(8,413)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	201,009	139,194	165,951	26,757
60015.0000 Wellness Program Reimbursement	1,324	-	-	
60022.0000 Car Allowance	4,540	4,488	6,000	1,512
60027.0000 Taxes - Non Safety	13,264	17,842	17,868	26
60031.0000 Payroll Adjustment	27,318	-	-	
Salaries & Benefits	**1,418,457**	**1,796,241**	**1,816,623**	**20,382**
62170.0000 Priv Cont Svcs	$ 104	$ 500	$ 500	$
62220.0000 Insurance	29,504	38,142	38,986	844
62300.0000 Spec Dept Supl	881	2,400	2,400	
62310.0000 Office Supplies, Postage & Print	7,144	6,000	6,000	
62420.0000 Books & Periodicals	35	400	400	
62440.0000 Off Equip Maint & Rep	500	1,500	1,500	
62455.0000 Equipment Rental	7,169	15,000	15,000	
62470.0000 F533 Office Equip Rental Rate	8,378	8,378	8,378	
62485.0000 F535 Communication Rental Rate	42,034	42,034	53,347	11,313
62496.0000 F537 Computer System Rental	196,280	361,321	291,438	(69,883)
62700.0000 Memberships & Dues	717	1,070	1,070	
62710.0000 Travel	1,000	2,000	2,000	
62755.0000 Training-General	16,568	13,450	13,450	
62895.0000 Miscellaneous Expenses	1,443	2,000	2,000	
Materials, Supplies & Services	**311,757**	**494,195**	**436,469**	**(57,726)**
Total Expenses	**$ 1,730,214**	**$ 2,290,436**	**$ 2,253,092**	**$ (37,343)**

Engineering Design and Construction

The Engineering Design and Construction Division includes the Capital Improvement Program (CIP) and Inspection, Land Development and Permits, and Traffic Sections. The CIP and Inspection Section is responsible for planning, designing, and constructing projects that maintain and improve the City's horizontal and vertical infrastructure, overseeing all work in the public right-of-way for public safety, and adherence to City standards. The Traffic Section includes Traffic Engineering, Traffic Signal Maintenance, Signs and Painting, and the Traffic Management Center. The Traffic Engineering Unit oversees traffic capital improvement projects, traffic design, traffic control plan checking, development review, and traffic-related requests. The Land Development and Permits Section regulates all work performed in the public right-of-way, including new development.

DIVISION SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	33.800	33.800	35.075	1.275
Salaries & Benefits	$ 4,904,608	$ 5,855,939	$ 6,354,053	$ 498,114
Materials, Supplies & Services	1,599,518	1,680,836	1,764,778	83,942
Capital Expenses	11,404	-	-	
TOTAL	$ 6,515,530	$ 7,536,775	$ 8,118,831	$ 582,056

General Fund
Engineering Design and Construction
CIP and Inspection Section
001.PW21A

The Capital Improvement Program (CIP) and Inspection Section programs, designs, constructs, and inspects projects to improve the public right-of-way and facilities. The Section will also assist with land development cases, and permits review and processing.

OBJECTIVES

- Manage and deliver assigned capital improvement projects in accordance with the approved scope, budget, and schedule.
- Provide timely engineering and administrative support to other City departments.
- Respond to public inquiries and concerns on engineering matters.
- Provide plan reviews and inspection of construction work in the public right-of-way.
- Respond in a timely manner to citizen complaints of potential City code violations on or in public property under Public Works' purview.
- Address unsafe or improper construction activities.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.000**	**5.000**	**9.075**	**4.075**
60001.0000 Salaries & Wages	$ 849,206	$ 1,014,297	$ 1,262,799	$ 248,502
60006.0000 OT-Nonsafety	90,379	8,500	8,500	
60012.0000 Fringe Bnfts	137,647	186,852	217,353	30,501
60012.1008 Fringe Bnfts:Retiree Benefits	3,745	6,508	7,030	522
60012.1509 Fringe Bnfts:ER Paid PERS	85,319	95,141	114,788	19,647
60012.1528 Fringe Bnfts:Workers Comp	10,817	12,882	9,818	(3,063)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	130,626	140,859	179,118	38,259
60015.0000 Wellness Program Reimbursement	360	-	-	
60027.0000 Taxes - Non Safety	13,677	14,831	18,434	3,603
60031.0000 Payroll Adjustment	29,151	-	-	
Salaries & Benefits	**1,350,926**	**1,479,869**	**1,817,841**	**337,972**
62170.0000 Priv Cont Svcs	$ 417,015	$ 110,000	$ 110,000	$
62220.0000 Insurance	62,984	89,351	94,861	5,510
62300.0000 Spec Dept Supl	972	5,000	5,000	
62420.0000 Books & Periodicals	-	1,000	1,000	
62455.0000 Equipment Rental	-	800	800	
62475.0000 F532 Vehicle Equip Rental Rate	47,958	47,322	55,459	8,137
62485.0000 F535 Communication Rental Rate	4,926	4,926	5,342	416
62496.0000 F537 Computer System Rental	71,433	102,346	95,664	(6,682)
62700.0000 Memberships & Dues	1,549	2,000	2,000	
62710.0000 Travel	-	2,000	2,000	
62755.0000 Training-General	3,212	9,500	9,500	
62895.0000 Miscellaneous Expenses	5,898	10,100	10,100	
Materials, Supplies & Services	**615,947**	**384,345**	**391,726**	**7,381**
70023.0537 Capital Contribution:Fund 537	$ 11,404	$ -	$ -	$
Capital Expenses	**11,404**	**-**	**-**	
Total Expenses	**$ 1,978,277**	**$ 1,864,214**	**$ 2,209,567**	**$ 345,353**

General Fund
Engineering Design and Construction
Land Development and Permits Section
001.PW21B

The Land Development and Permits Section regulates all work performed in the public right-of-way. This Section also maintains City records and files, including construction plans, survey data, and cadastral plat maps. This Section will also assist with Capital Improvement Program (CIP) and Inspection services delivery.

OBJECTIVES

- Respond in a timely manner to other departments, contractors, and the public on development, construction issues, and other engineering matters concerning the public right-of-way and utility easements.
- Maintain and update engineering records and City maps.
- Issue and monitor permits for all work and encroachments in the public right-of-way.
- Coordinate Department-wide responses to Development Reviews in a timely manner.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**8.300**	**8.300**	**6.500**	**(1.800)**
60001.0000 Salaries & Wages	$ 502,297	$ 895,857	$ 865,693	$ (30,164)
60006.0000 OT-Nonsafety	17,284	-	-	
60012.0000 Fringe Bnfts	82,188	139,844	141,443	1,598
60012.1008 Fringe Bnfts:Retiree Benefits	3,212	5,938	6,415	477
60012.1509 Fringe Bnfts:ER Paid PERS	54,674	84,031	78,691	(5,340)
60012.1528 Fringe Bnfts:Workers Comp	10,778	13,102	8,930	(4,171)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	72,089	98,897	105,655	6,758
60015.0000 Wellness Program Reimbursement	259	-	-	
60027.0000 Taxes - Non Safety	7,608	12,990	12,553	(437)
60031.0000 Payroll Adjustment	20,872	-	-	
Salaries & Benefits	**771,262**	**1,250,660**	**1,219,380**	**(31,280)**
62170.0000 Priv Cont Svcs	$ 83,969	$ 214,000	$ 214,000	$
62300.0000 Spec Dept Supl	1,363	5,000	5,000	
62475.0000 F532 Vehicle Equip Rental Rate	23,259	15,912	9,782	(6,130)
62496.0000 F537 Computer System Rental	85,902	99,480	121,220	21,740
62755.0000 Training-General	1,567	3,350	3,350	
62895.0000 Miscellaneous Expenses	380	550	550	
Materials, Supplies & Services	**196,440**	**338,292**	**353,902**	**15,610**
Total Expenses	**$ 967,702**	**$ 1,588,952**	**$ 1,573,282**	**$ (15,670)**

General Fund
Engineering Design and Construction
Traffic Section
001.PW22A

The Traffic Engineering Section oversees traffic capital improvement projects, traffic designs, traffic control plan checking, development reviews, traffic-related concerns from the public, and provides traffic-related support to other Departments and entities.

OBJECTIVES

- Oversee, manage, and administer traffic related capital improvement projects.
- Manage and deliver assigned capital improvement projects in accordance with the approved scope, budget and schedule.
- Oversee and manage databases for traffic and speed surveys.
- Monitor and manage traffic flow throughout the City.
- Plan check traffic designs for all projects.
- Review and approve traffic control plans and excavation permits.
- Review and approve traffic-related elements for private developments.
- Receive, investigate, and resolve traffic-related requests.
- Coordinate with the Community Development Department on transportation plans and projects.
- Provide support to various agencies, entities, and departments.
- Coordinate with other departments to develop City policies and procedures.
- Coordinate with the Burbank Police Department on traffic circulation issues and complaints.
- Prepare and review traffic-related studies and investigations.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.500**	**5.500**	**4.500**	**(1.000)**
60001.0000 Salaries & Wages	$ 544,649	$ 634,565	$ 703,849	$ 69,284
60012.0000 Fringe Bnfts	81,285	96,827	119,011	22,184
60012.1008 Fringe Bnfts:Retiree Benefits	-	3,660	3,954	294
60012.1509 Fringe Bnfts:ER Paid PERS	57,186	59,522	63,980	4,458
60012.1528 Fringe Bnfts:Workers Comp	6,470	8,059	5,491	(2,568)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	80,299	98,665	103,715	5,050
60027.0000 Taxes - Non Safety	7,832	9,201	10,206	1,005
60031.0000 Payroll Adjustment	8,323	-	-	
Salaries & Benefits	**786,043**	**910,499**	**1,010,205**	**99,706**
62170.0000 Priv Cont Svcs	$ 36,759	$ 25,000	$ 25,000	$
62220.0000 Insurance	40,860	50,147	83,796	33,649
62300.0000 Spec Dept Supl	2,399	7,500	7,500	
62485.0000 F535 Communication Rental Rate	14,223	14,223	18,221	3,998
62496.0000 F537 Computer System Rental	93,878	105,915	115,654	9,739
62700.0000 Memberships & Dues	705	1,000	1,000	
62755.0000 Training-General	323	500	500	
62830.0000 Bank Svc Chg	-	200	200	
62895.0000 Miscellaneous Expenses	2,603	4,000	4,000	
Materials, Supplies & Services	**191,751**	**208,485**	**255,871**	**47,386**
Total Expenses	**$ 977,794**	**$ 1,118,984**	**$ 1,266,077**	**$ 147,092**

General Fund
Engineering Design and Construction
Signs and Painting Section
001.PW22B

The Signs and Painting Section oversees the installation/maintenance of traffic signs and markings on streets, curbs, crosswalks, and bikeways.

OBJECTIVES

- Administer traffic marking and sign maintenance programs.
- Maintain and install street sweeping and parking signs.
- Maintain and install traffic regulatory and warning signs.
- Maintain and install curb markings and traffic striping.
- Maintain and install pavement markings (words and symbol legends).
- Install signs for new parking restrictions and traffic control regulations.
- Collect traffic counts and vehicle speeds.
- Manage and respond to traffic marking and sign requests.
- Provide support to various other departments.
- Provide emergency response and special events support.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.000**	**6.000**	**6.000**	
60001.0000 Salaries & Wages	$ 280,112	$ 458,557	$ 488,848	$ 30,291
60006.0000 OT-Nonsafety	5,616	3,061	3,061	
60012.0000 Fringe Bnfts	81,539	136,936	144,317	7,381
60012.1008 Fringe Bnfts:Retiree Benefits	-	4,881	5,272	392
60012.1509 Fringe Bnfts:ER Paid PERS	29,375	43,013	44,436	1,424
60012.1528 Fringe Bnfts:Workers Comp	42,675	33,704	24,198	(9,506)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	67,310	67,811	61,643	(6,168)
60027.0000 Taxes - Non Safety	4,062	6,693	7,133	439
60031.0000 Payroll Adjustment	9,900	-	-	
Salaries & Benefits	**520,589**	**754,655**	**778,908**	**24,253**
62170.0000 Priv Cont Svcs	$ 2,357	$ 5,000	$ 5,000	$
62300.0000 Spec Dept Supl	55,305	55,000	55,000	
62405.0000 Uniforms & Tools	1,942	2,000	2,000	
62475.0000 F532 Vehicle Equip Rental Rate	107,153	96,054	105,367	9,313
62496.0000 F537 Computer System Rental	43,321	57,772	56,735	(1,037)
62755.0000 Training-General	1,491	3,000	3,000	
62840.0000 Small Tools	1,145	1,200	1,200	
62895.0000 Miscellaneous Expenses	3,287	3,000	3,000	
Materials, Supplies & Services	**216,001**	**223,026**	**231,302**	**8,276**
Total Expenses	**$ 736,590**	**$ 977,681**	**$ 1,010,210**	**$ 32,529**

General Fund
Engineering Design and Construction
Traffic Signal Maintenance
001.PW22D

The Traffic Signal Maintenance Section oversees the City s traffic signal network and infrastructure which includes maintenance/installation of traffic signal equipment, detection, electronic information signs, and traffic cameras.

OBJECTIVES

- Administer traffic signal maintenance programs.
- Maintain traffic signals, detectors, traffic cameras, and signal communication networks.
- Respond to and repair emergency traffic signal malfunctions and damages.
- Replace damaged poles, wiring, and equipment.
- Inspect traffic signal construction projects.
- Coordinate traffic system operations and maintenance with Traffic Management Center staff.
- Provide support for emergency response and special events.
- Provide support to other departments and agencies.
- Provide technical support for capital improvement and development projects.
- Manage and respond to concerns regarding traffic signal issues.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.000**	**6.000**	**6.000**	
60001.0000 Salaries & Wages	$ 506,208	$ 537,272	$ 558,966	$ 21,694
60006.0000 OT-Nonsafety	45,802	24,618	24,618	
60012.0000 Fringe Bnfts	80,533	119,202	131,869	12,666
60012.1008 Fringe Bnfts:Retiree Benefits	-	4,881	5,272	392
60012.1509 Fringe Bnfts:ER Paid PERS	45,910	50,774	51,176	402
60012.1528 Fringe Bnfts:Workers Comp	35,578	30,098	22,519	(7,579)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	72,231	84,671	96,657	11,986
60015.0000 Wellness Program Reimbursement	248	-	-	
60023.0000 Uniform & Tool Allowance	1,958	4,025	4,025	
60027.0000 Taxes - Non Safety	8,160	8,206	8,520	315
60031.0000 Payroll Adjustment	19,738	-	-	
Salaries & Benefits	**816,364**	**863,746**	**903,622**	**39,876**
62000.0000 Utilities	$ 93,977	$ 91,331	$ 91,331	$
62135.0000 Gov Svcs	3,883	7,000	7,000	
62170.0000 Priv Cont Svcs	2,886	2,500	2,500	
62300.0000 Spec Dept Supl	39,390	40,000	40,000	
62405.0000 Uniforms & Tools	2,852	3,000	3,000	
62475.0000 F532 Vehicle Equip Rental Rate	79,653	154,731	154,271	(460)
62485.0000 F535 Communication Rental Rate	6,157	6,157	5,489	(668)
62496.0000 F537 Computer System Rental	49,923	73,846	70,791	(3,055)
62755.0000 Training-General	3,627	3,000	3,000	
62840.0000 Small Tools	335	7,500	7,500	
62895.0000 Miscellaneous Expenses	982	3,500	3,500	
Materials, Supplies & Services	**283,666**	**392,565**	**388,382**	**(4,183)**
Total Expenses	**$ 1,100,030**	**$ 1,256,311**	**$ 1,292,004**	**$ 35,693**

General Fund
Engineering Design and Construction
Traffic Management Center
001.PW22H

The Traffic Management Center (TMC) monitors, operates, and manages mobility across the City by overseeing the City's signalized intersections. Intelligent Transportation System devices are connected to the City's high-speed fiber-optic network to collect real-time data and control traffic signals, helping improve traffic flow, safety, and system efficiency.

OBJECTIVES

- Oversee and manage the TMC in Burbank.
- Monitor and adjust signal timing for the City's traffic signal network.
- Develop, install, and maintain efficient traffic signal synchronization plans.
- Assistance in the maintenance and operation of the City's traffic signal network.
- Upgrade and integrate traffic signal devices to the City's fiber optic network.
- Provide support to capital improvement and development projects.
- Coordinate traffic signal timing with the County and neighboring cities.
- Provide support to other departments.
- Manage and review concerns regarding traffic signal timing issues.
- Manage public record requests for traffic signals.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**3.000**	**3.000**	**3.000**	
60001.0000 Salaries & Wages	$ 412,451	$ 382,799	$ 403,295	$ 20,496
60006.0000 OT-Nonsafety	13,921	-	-	
60012.0000 Fringe Bnfts	80,202	88,806	94,145	5,339
60012.1008 Fringe Bnfts:Retiree Benefits	-	2,440	2,636	196
60012.1509 Fringe Bnfts:ER Paid PERS	40,552	35,907	36,659	753
60012.1528 Fringe Bnfts:Workers Comp	7,820	7,552	7,059	(493)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	70,076	73,456	74,455	999
60015.0000 Wellness Program Reimbursement	248	-	-	
60027.0000 Taxes - Non Safety	6,445	5,551	5,848	297
60031.0000 Payroll Adjustment	27,710	-	-	
Salaries & Benefits	**659,424**	**596,509**	**624,097**	**27,587**
62170.0000 Priv Cont Svcs	$ 27,417	$ 30,000	$ 30,000	$
62300.0000 Spec Dept Supl	4,447	13,000	13,000	
62496.0000 F537 Computer System Rental	60,085	80,623	90,095	9,472
62755.0000 Training-General	2,215	2,000	2,000	
62840.0000 Small Tools	-	2,500	2,500	
62895.0000 Miscellaneous Expenses	1,550	6,000	6,000	
Materials, Supplies & Services	**95,713**	**134,123**	**143,595**	**9,472**
Total Expenses	**$ 755,137**	**$ 730,632**	**$ 767,692**	**$ 37,059**

Streets and Waste Management

The Streets and Waste Management Division includes the Road and Parkway Maintenance Section, Weed Abatement Section, and Flood Control Section. The Streets and Waste Management Division also oversees the removal of graffiti and a citywide contract for landscape maintenance of medians, streetscapes, and bike paths. The Refuse Collection and Disposal Section is handled through the Enterprise Fund 498, included under a separate tab in the budget document.

DIVISION SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	10.150	10.150	10.150	
Salaries & Benefits	$ 1,063,860	$ 1,300,115	$ 1,311,855	$ 11,741
Materials, Supplies & Services	3,533,610	2,575,195	3,538,461	963,266
TOTAL	$ 4,597,471	$ 3,875,310	$ 4,850,316	$ 975,007

General Fund
Roadway and Parkway Maintenance Section
001.PW32A

The Roadway and Parkway Maintenance Section consists of three separate repair areas: Asphalt Crew, Concrete Crew, and General Maintenance. This Section maintains streets, alleys, sidewalks, parking lots, overpasses, and underpasses throughout the City.

OBJECTIVES

- Clean up drains, channels, catch basin inlets, pedestrian tunnels, over/underpasses, parking lots, and designated properties at locations across the City.
- Remove and reconstruct damaged asphalt and concrete sidewalks, driveways, curbs, and gutters.
- Oversee the Citywide graffiti removal contract.
- Manage the Citywide landscape maintenance contract.

CHANGES FROM PRIOR YEAR

The Materials, Supplies, and Services Utilities account was increased to cover the escalated costs related to the irrigation of landscaped medians and public rights-of-ways throughout the City. The Private Contractual Services account was increased by $229,400 due to the consolidation of the citywide landscape maintenance contract. Funding was transferred from the Parks and Recreation Private Contractual Services account for the transition of contract oversight and maintenance responsibilities.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**9.350**	**9.350**	**9.400**	**0.050**
60001.0000 Salaries & Wages	$ 553,292	$ 713,395	$ 733,890	$ 20,495
60006.0000 OT-Nonsafety	22,305	5,080	5,080	
60012.0000 Fringe Bnfts	123,624	201,603	202,722	1,119
60012.1008 Fringe Bnfts:Retiree Benefits	8,503	7,606	8,260	654
60012.1509 Fringe Bnfts:ER Paid PERS	59,095	66,916	66,711	(206)
60012.1528 Fringe Bnfts:Workers Comp	61,858	52,435	36,328	(16,107)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	91,927	113,143	123,401	10,258
60015.0000 Wellness Program Reimbursement	362	-	-	
60027.0000 Taxes - Non Safety	8,522	10,418	10,715	297
60031.0000 Payroll Adjustment	28,183	-	-	
Salaries & Benefits	**957,672**	**1,170,596**	**1,187,106**	**16,511**
62000.0000 Utilities	$ 271,640	$ 270,000	$ 278,000	$ 8,000
62170.0000 Priv Cont Svcs	601,532	639,100	868,500	229,400
62220.0000 Insurance	1,643,803	582,398	1,240,463	658,065
62300.0000 Spec Dept Supl	276,985	203,533	203,533	
62300.1018 Spec Dept Supl:Wellness	20	-	-	
62305.0000 Reimbursable Materials	(58)	-	-	
62405.0000 Uniforms & Tools	16,475	11,500	11,500	
62475.0000 F532 Vehicle Equip Rental Rate	544,994	667,468	732,316	64,848
62485.0000 F535 Communication Rental Rate	67,856	67,856	62,643	(5,213)
62496.0000 F537 Computer System Rental	45,252	44,829	52,288	7,459
62700.0000 Memberships & Dues	-	374	374	
62710.0000 Travel	-	2,150	2,150	
62755.0000 Training-General	30,866	7,100	7,100	
Materials, Supplies & Services	**3,499,365**	**2,496,308**	**3,458,867**	**962,559**
Total Expenses	**$ 4,457,037**	**$ 3,666,904**	**$ 4,645,973**	**$ 979,069**

General Fund
Weed Abatement Section
001.PW32B

The Weed Abatement Section handles the City's weed removal from sidewalks, alleys, and private property. This Section is responsible for administering weed abatement.

OBJECTIVES

- Safely complete the citywide weed control program.
- Administer anti-litter and litter nuisance programs.
- Maintain an effective weed abatement program and provide the necessary notification to property owners of the related regulations.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.200**	**0.200**	**0.200**	
60001.0000 Salaries & Wages	$ 20,643	$ 22,681	$ 22,681	$
60006.0000 OT-Nonsafety	368	106	106	
60012.0000 Fringe Bnfts	5,499	6,580	6,421	(159)
60012.1008 Fringe Bnfts:Retiree Benefits	181	163	176	13
60012.1509 Fringe Bnfts:ER Paid PERS	2,174	2,127	2,062	(66)
60012.1528 Fringe Bnfts:Workers Comp	1,960	1,667	1,123	(544)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	3,570	3,899	4,578	679
60015.0000 Wellness Program Reimbursement	50	-	-	
60027.0000 Taxes - Non Safety	321	330	330	
60031.0000 Payroll Adjustment	1,861	-	-	
Salaries & Benefits	**36,628**	**37,553**	**37,476**	**(78)**
62170.0000 Priv Cont Svcs	$ -	$ 32,000	$ 27,000	$ (5,000)
62300.0000 Spec Dept Supl	-	440	5,440	5,000
62496.0000 F537 Computer System Rental	880	929	1,110	181
Materials, Supplies & Services	**880**	**33,369**	**33,550**	**181**
Total Expenses	**$ 37,508**	**$ 70,922**	**$ 71,026**	**$ 103**

General Fund
Flood Control Section
001.PW32D

The Flood Control Section is responsible for managing the City's flood control efforts involving the following tasks: emergency flood response, placing sandbags, offering free sandbags to residents during emergencies, cleaning storm drains and storm drain easements, and cleaning up mudslides, rocks, and debris from streets/debris basins.

OBJECTIVES

- Clean storm drains, storm drain easements, and debris basins in accordance with State requirements.
- Clean mudslides, rocks, and debris from streets during and after heavy rainstorms.
- Procure sandbags for emergency water diversion.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.600**	**0.600**	**0.550**	**(0.050)**
60001.0000 Salaries & Wages	$ 39,507	$ 55,408	$ 54,782	$ (627)
60006.0000 OT-Nonsafety	2,442	2,943	2,943	
60012.0000 Fringe Bnfts	7,864	14,240	12,011	(2,230)
60012.1008 Fringe Bnfts:Retiree Benefits	552	488	483	(5)
60012.1509 Fringe Bnfts:ER Paid PERS	4,050	5,197	4,980	(218)
60012.1528 Fringe Bnfts:Workers Comp	5,035	4,073	2,712	(1,361)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	7,323	8,770	8,526	(244)
60015.0000 Wellness Program Reimbursement	20	-	-	
60027.0000 Taxes - Non Safety	635	846	837	(9)
60031.0000 Payroll Adjustment	2,133	-	-	
Salaries & Benefits	**69,561**	**91,966**	**87,273**	**(4,692)**
62170.0000 Priv Cont Svcs	$ 12,506	$ 34,000	$ 34,000	$
62300.0000 Spec Dept Supl	6	8,827	8,827	
62475.0000 F532 Vehicle Equip Rental Rate	18,239	-	-	
62496.0000 F537 Computer System Rental	2,615	2,691	3,217	526
Materials, Supplies & Services	**33,365**	**45,518**	**46,044**	**526**
Total Expenses	**$ 102,926**	**$ 137,484**	**$ 133,317**	**$ (4,166)**

Fleet and Building Maintenance

The Fleet and Buildings Maintenance Division operates, maintains, and repairs all non-BWP, City-owned equipment and buildings. The Fleet Services Section repairs a diverse range of conventional and alternative-fueled vehicles and equipment. This Section also maintains the physical infrastructure for the City's vehicle fueling systems, which includes citywide underground fuel storage tanks and Compressed Natural Gas (CNG) and hydrogen fueling stations. Funding for the Fleet is provided via the Internal Services Fund 532. The Buildings Maintenance Section, consisting of Facilities Maintenance and Custodial Services, manages the maintenance, repairs, and life-cycle replacements of all non-BWP, City-owned facilities and infrastructure.

DIVISION SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	34.940	34.940	34.940	
Salaries & Benefits	$ 3,512,049	$ 4,121,954	$ 4,209,662	$ 87,708
Materials, Supplies & Services	2,145,083	1,868,072	2,007,756	139,684
TOTAL	$ 5,657,132	$ 5,990,026	$ 6,217,418	$ 227,392

General Fund
Facilities Maintenance Section
001.PW33A

The Public Works Facilities Maintenance Section oversees a variety of projects and routine maintenance related to the improvement and upkeep of existing municipal facilities and general infrastructure. These accounts support salaries, utilities, uniforms, training, and internal charges for the Facilities Maintenance Section, including the Construction and Maintenance, Carpentry, and Paint crews. Funding for Materials, Supplies, and Services (MS&S) of the work performed by this Section is included in the Internal Services Fund 534 budget.

OBJECTIVES

Support salaries, utilities, uniforms, and training.

CHANGES FROM PRIOR YEAR

The Materials, Supplies, and Services Utilities line item was increased to offset rate increases. This Utility account line item covers the costs of utilities for City Hall, the Community Services Building, and the Administrative Services Building.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**14.940**	**14.940**	**14.940**	
60001.0000 Salaries & Wages	$ 1,285,821	$ 1,376,044	$ 1,412,370	$ 36,326
60006.0000 OT-Nonsafety	106,644	66,733	66,733	
60012.0000 Fringe Bnfts	262,391	342,374	345,661	3,287
60012.1008 Fringe Bnfts:Retiree Benefits	12,795	12,153	13,128	976
60012.1509 Fringe Bnfts:ER Paid PERS	129,148	129,073	128,384	(688)
60012.1528 Fringe Bnfts:Workers Comp	102,442	85,786	58,173	(27,613)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	241,365	233,157	272,429	39,272
60015.0000 Wellness Program Reimbursement	1,868	-	-	
60027.0000 Taxes - Non Safety	20,575	20,920	21,447	527
60031.0000 Payroll Adjustment	72,185	-	-	
Salaries & Benefits	**2,235,232**	**2,266,240**	**2,318,325**	**52,085**
62000.0000 Utilities	$ 668,558	$ 752,008	$ 852,008	$ 100,000
62405.0000 Uniforms & Tools	9,011	6,200	6,200	
62450.0000 Bldg Gnds Maint&Rep	1,663	-	-	
62470.0000 F533 Office Equip Rental Rate	-	-	7,507	7,507
62475.0000 F532 Vehicle Equip Rental Rate	158,542	161,721	172,069	10,348
62485.0000 F535 Communication Rental Rate	81,816	81,816	9,879	(71,937)
62496.0000 F537 Computer System Rental	97,869	120,757	134,849	14,092
62755.0000 Training-General	1,959	5,500	5,500	
Materials, Supplies & Services	**1,019,419**	**1,128,002**	**1,188,012**	**60,010**
Total Expenses	**$ 3,254,651**	**$ 3,394,242**	**$ 3,506,337**	**$ 112,096**

General Fund
Custodial Services Section
001.PW33B

The Custodial Services Section is responsible for cleaning City buildings.

OBJECTIVES

- Provide housekeeping services, including vacuuming, mopping, dusting, sweeping, buffing floors, and emptying trash.
- Provide sanitary cleaning services for restrooms.
- Provide special mail delivery services.
- Provide building security lock-up service.
- Provide furniture set-up for meetings and other events.
- Provide trash, organics and recycling container servicing.
- Investigate and facilitate the use of green products when available.

CHANGES FROM PRIOR YEAR

The Materials, Supplies, and Services General Equipment Maintenance and Repair line item was increased to purchase custodial floor care equipment that is 15-20 years old and has reached its useful life. This one-time increase will allow custodial staff to properly clean and maintain City facilities

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**20.000**	**20.000**	**20.000**	
60001.0000 Salaries & Wages	$ 710,651	$ 1,112,731	$ 1,133,010	$ 20,279
60006.0000 OT-Nonsafety	24,096	14,215	14,215	
60012.0000 Fringe Bnfts	181,146	392,591	388,551	(4,041)
60012.1008 Fringe Bnfts:Retiree Benefits	18,209	16,269	17,575	1,306
60012.1509 Fringe Bnfts:ER Paid PERS	77,180	104,374	102,991	(1,384)
60012.1528 Fringe Bnfts:Workers Comp	104,288	81,786	56,084	(25,702)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	102,021	117,407	162,277	44,870
60015.0000 Wellness Program Reimbursement	1,485	-	-	
60027.0000 Taxes - Non Safety	10,924	16,341	16,635	294
60031.0000 Payroll Adjustment	46,817	-	-	
Salaries & Benefits	**1,276,817**	**1,855,714**	**1,891,337**	**35,623**
62170.0000 Priv Cont Svcs	$ 12,783	$ 417,809	$ 417,809	$
62170.1001 Priv Cont Svcs:Temp Staff	818,007	-	-	
62300.0000 Spec Dept Supl	174,195	180,000	180,000	
62405.0000 Uniforms & Tools	3,997	4,500	4,500	
62435.0000 Gen Equip Maint&Rep	-	1,601	61,601	60,000
62475.0000 F532 Vehicle Equip Rental Rate	22,478	30,944	30,472	(472)
62496.0000 F537 Computer System Rental	94,205	101,716	121,862	20,146
62755.0000 Training-General	-	3,500	3,500	
Materials, Supplies & Services	**1,125,665**	**740,070**	**819,744**	**79,674**
Total Expenses	**$ 2,402,481**	**$ 2,595,784**	**$ 2,711,081**	**$ 115,297**

General Fund
Field Services Administration
001.PW35A

The Field Services Administration Section provides customer service support and administrative services for the Streets and Waste Management Division and the Fleet and Buildings Division.

OBJECTIVES

- Process correspondence, maintain records/files, and assist customers.
- Respond to phone calls involving customer inquiries, complaints, and requests for services.
- Respond to citizen notifications/complaints regarding illegally dumped items and possible hazards.
- Use/monitor radio communications with field units for routine and emergency response as necessary.
- Maintain files on anti-litter ordinance violations and prepare notices to property owners not in compliance.
- Process evaluations and step increases, and maintain divisional personnel records.
- Process and track invoices and maintain financial records.
- Maintain tonnage records of solid waste materials deposited at the City landfill, as well as diversion of recycled materials, tires, asphalt and concrete materials, scrap metal, and greenwaste; prepare interdepartmental invoices and process all regulatory fees.
- Maintain daily computer updates for all residential, commercial, and special horse services refuse accounts.
- Schedule and maintain records of bulky collection requests and graffiti removal requests.
- Handle delivery and pick-up of uniforms for all Public Works employees; maintain the records and resolve uniform issues.
- Prepare and process special projects as needed.
- Provide meeting support to the Sustainable Burbank Commission.
- Prepare and track safety related records such as vehicular and industrial accident/illness incidents, claims/complaints, open workers' compensation files, and other reports.

CHANGES FROM PRIOR YEAR

The Materials, Supplies, and Services, Private Contractual account was added to include a recurring budget appropriation to support annual sustainability-related events, micro-grants for reusable foodware, community outreach, and habitat restoration.

General Fund
Field Services Administration
001.PW35A

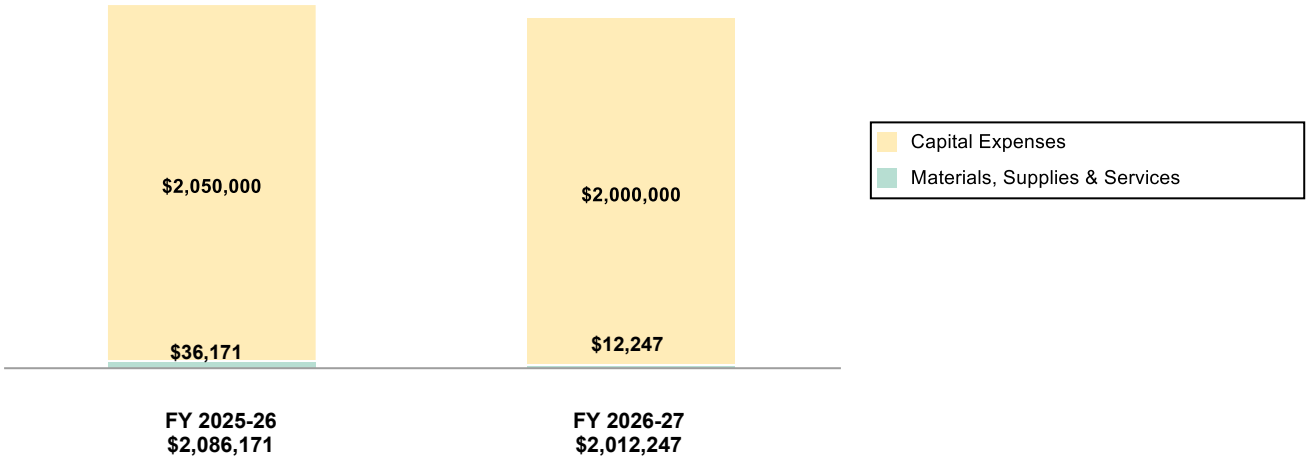
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**5.050**	**5.050**	**5.050**	
60001.0000 Salaries & Wages	$ 632,161	$ 611,713	$ 642,577	$ 30,864
60006.0000 OT-Nonsafety	398	3,055	3,055	
60012.0000 Fringe Bnfts	100,277	120,828	128,697	7,870
60012.1008 Fringe Bnfts:Retiree Benefits	4,865	4,108	4,438	330
60012.1509 Fringe Bnfts:ER Paid PERS	63,017	57,379	58,410	1,032
60012.1528 Fringe Bnfts:Workers Comp	12,612	12,071	10,700	(1,370)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	127,730	116,121	132,354	16,233
60027.0000 Taxes - Non Safety	9,274	8,914	9,362	448
60031.0000 Payroll Adjustment	14,014	-	-	
Salaries & Benefits	**964,349**	**934,189**	**989,594**	**55,405**
62170.0000 Priv Cont Svcs	$ 10,139	$ 1,000	$ 1,000	$
62170.1001 Priv Cont Svcs:Temp Staff	41,606	-	-	
62220.0000 Insurance	136,926	102,080	101,957	(123)
62300.0000 Spec Dept Supl	394	400	400	
62310.0000 Office Supplies, Postage & Print	18,508	16,752	16,752	
62440.0000 Off Equip Maint & Rep	-	3,000	3,000	
62455.0000 Equipment Rental	-	2,000	2,000	
62475.0000 F532 Vehicle Equip Rental Rate	28,278	35,803	32,903	(2,900)
62485.0000 F535 Communication Rental Rate	27,174	27,174	33,662	6,488
62496.0000 F537 Computer System Rental	84,634	77,456	77,498	42
62700.0000 Memberships & Dues	-	330	330	
62710.0000 Travel	-	2,900	2,900	
62755.0000 Training-General	2,702	5,700	5,700	
Materials, Supplies & Services	**350,361**	**274,595**	**278,102**	**3,507**
Total Expenses	**$ 1,314,710**	**$ 1,208,784**	**$ 1,267,696**	**$ 58,913**

Measure M Transportation Fund
CIP and Inspection Section
108.PW21A

Measure M is the fourth of four ½ cent sales taxes approved by Los Angeles County voters in 2016 to provide public transportation improvements. This program provides funding for roadway-related capital improvement projects administered by the Public Works Department.

Measure M funds will be combined with other funding sources and applied to construction-related activities for the repair and rehabilitation of the City's streets, alleys, concrete sidewalks, curbs, gutters, and pedestrian ramps. These improvements will take place on the City's local/residential streets as well as collectors and arterials.

Public Works Measure M Transportation Fund Summary



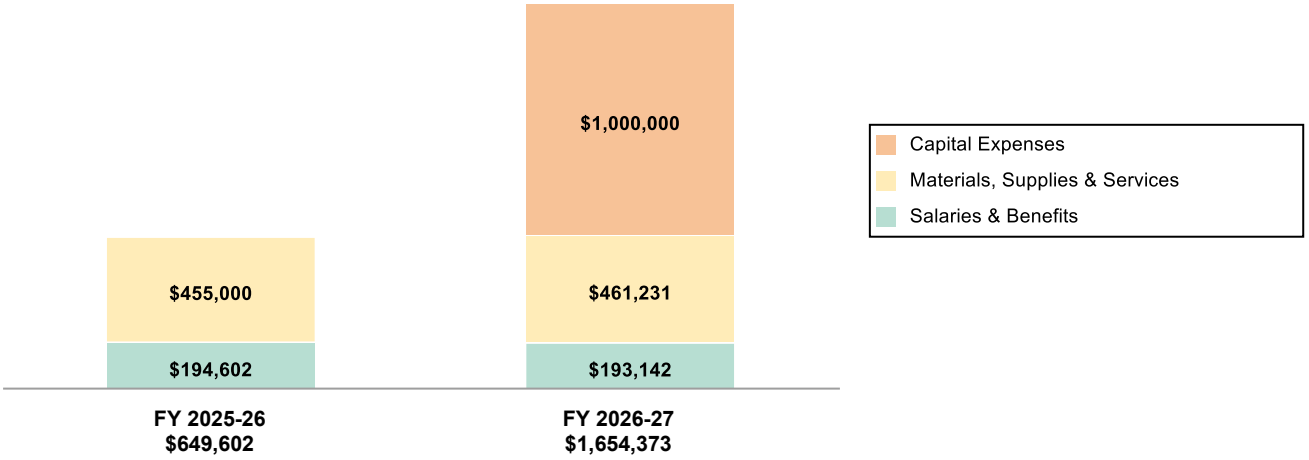
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62235.0000 Services of Other Dept-Indirect	$ 19,659	$ 36,171	$ 12,247	$ (23,924)
Materials, Supplies & Services	**19,659**	**36,171**	**12,247**	**(23,924)**
70002.0000 Street Improvements	$ 1,584,190	$ 2,050,000	$ 2,000,000	$ (50,000)
Capital Expenses	**1,584,190**	**2,050,000**	**2,000,000**	**(50,000)**
Total Expenses	**$ 1,603,849**	**$ 2,086,171**	**$ 2,012,247**	**$ (73,924)**

Measure W Stormwater Fund
Sewer Engineering & Design
109.PWZZZ

Measure W is the Los Angeles County Safe, Clean Water Municipal Program (SCW) special parcel tax approved by voters in 2018 to augment efforts to capture, treat, and recycle stormwater.

Measure W will fund infrastructure projects to capture, treat, infiltrate, and recycle stormwater. Improvements will strengthen the capacity to improve water quality and increase water supplies, as well as reduce pollution from urban runoff. Measure W will also create funding for stormwater cleanup required by federal law.

Public Works Measure W Stormwater Fund Summary



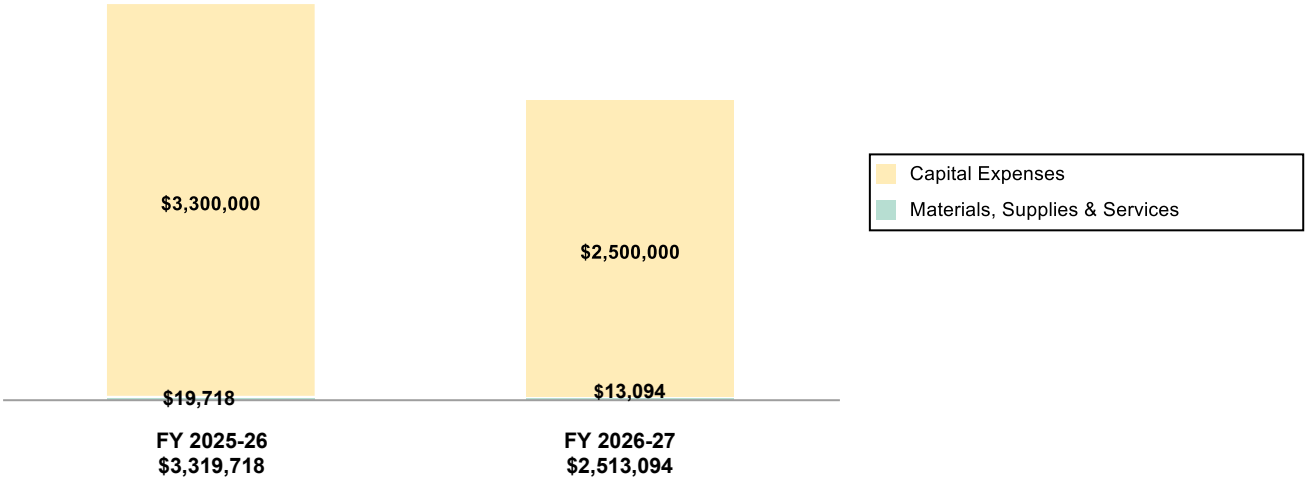
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**1.000**	**1.000**	**1.000**	
60001.0000 Salaries & Wages	$ 35,516	$ 132,932	$ 141,417	$ 8,485
60012.0000 Fringe Bnfts	4,640	28,218	28,196	(22)
60012.1008 Fringe Bnfts:Retiree Benefits	189	813	879	65
60012.1509 Fringe Bnfts:ER Paid PERS	3,984	12,469	12,855	386
60012.1528 Fringe Bnfts:Workers Comp	1,463	1,688	1,329	(359)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	6,373	16,553	6,415	(10,138)
60027.0000 Taxes - Non Safety	538	1,928	2,051	123
60031.0000 Payroll Adjustment	3,210	-	-	
Salaries & Benefits	**55,913**	**194,602**	**193,142**	**(1,460)**
62085.0000 Other Professional Svcs	$ 27,980	$ 160,000	$ 160,000	$
62140.0000 Special Services	-	25,000	25,000	
62170.0000 Priv Cont Svcs	120,562	150,000	150,000	
62435.0000 Gen Equip Maint&Rep	-	50,000	50,000	
62496.0000 F537 Computer System Rental	-	-	6,231	6,231
62700.0000 Memberships & Dues	-	1,000	1,000	
62735.0000 Emission Cred	45,494	55,000	55,000	
62755.0000 Training-General	-	2,000	2,000	
62895.0000 Miscellaneous Expenses	28	12,000	12,000	
Materials, Supplies & Services	**194,063**	**455,000**	**461,231**	**6,231**
71000.0000 Infrastructure Improvements	$ 37,037	$ -	$ 1,000,000	$ 1,000,000
Capital Expenses	**37,037**	**-**	**1,000,000**	**1,000,000**
Total Expenses	**$ 287,014**	**$ 649,602**	**$ 1,654,373**	**$ 1,004,771**

Road Maintenance and Rehabilitation Fund
CIP and Inspection Section
123.PWZZZ

The Road Maintenance and Rehabilitation Fund (RMRA) addresses deferred maintenance on the local street and road system. This program, administered by the Public Works Department, provides funding for basic road maintenance, rehabilitation, and critical safety projects through the use of gas tax revenues and the Transportation Improvement Fee that took effect on January 1, 2018.

RMRA funds will be combined with other funding sources and applied to construction-related activities for the repair and rehabilitation of the City's streets, alleys, concrete sidewalks, curbs, gutters, and pedestrian ramps. These improvements will take place on the City's local/residential streets as well as collectors and arterials.

Public Works Road Maintenance and Rehabilitation Fund Summary



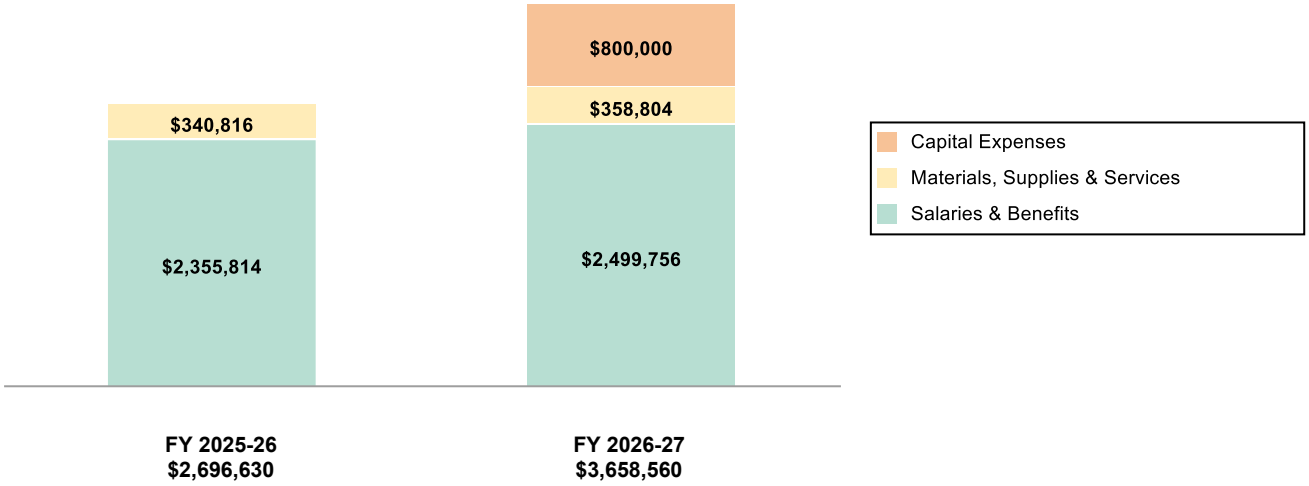
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62235.0000 Services of Other Dept-Indirect	$ 10,068	$ 19,612	$ 13,031	$ (6,581)
62496.0000 F537 Computer System Rental	102	106	63	(43)
Materials, Supplies & Services	**10,170**	**19,718**	**13,094**	**(6,624)**
70002.0000 Street Improvements	$ 8,542	$ 3,300,000	$ 2,500,000	$ (800,000)
Capital Expenses	**8,542**	**3,300,000**	**2,500,000**	**(800,000)**
Total Expenses	**$ 18,712**	**$ 3,319,718**	**$ 2,513,094**	**$ (806,624)**

State Gas Tax Fund
CIP and Inspection Section
125. PW21A/E/PW22A/PW32A

This Fund provides for the construction and maintenance of part of the City's street system, including traffic signals and lighting. The Public Works Department administers this fund. Specific project information is available in the City's annual Capital Improvement Program (CIP) Budget document.

Gas Tax funds will be combined with other funding sources and applied to construction-related activities for the repair and rehabilitation of streets, alleys, concrete sidewalks, curbs, gutters, and pedestrian ramps. Gas Tax funds are also applied to the maintenance of traffic signals and regulatory guide signs. These improvements will take place on the City's local/residential streets as well as collectors and arterials.

Public Works State Gas Tax Fund Summary



State Gas Tax Fund
CIP and Inspection Section
125. PW21A/E/PW22A/PW32A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**16.000**	**16.000**	**14.925**	**(1.075)**
60001.0000 Salaries & Wages	$ 1,320,834	$ 1,477,477	$ 1,596,871	$ 119,394
60006.0000 OT-Nonsafety	32,136	-	-	
60012.0000 Fringe Bnfts	246,221	328,990	344,369	15,378
60012.1008 Fringe Bnfts:Retiree Benefits	14,702	12,202	13,181	979
60012.1509 Fringe Bnfts:ER Paid PERS	138,018	138,587	145,156	6,568
60012.1528 Fringe Bnfts:Workers Comp	81,397	71,033	48,865	(22,168)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	209,854	266,501	288,560	22,059
60012.1532 Fringe Bnfts:PERS One Time Pay	79,200	39,600	39,600	
60015.0000 Wellness Program Reimbursement	563	-	-	
60027.0000 Taxes - Non Safety	19,792	21,423	23,155	1,731
60031.0000 Payroll Adjustment	54,899	-	-	
Salaries & Benefits	**2,197,616**	**2,355,814**	**2,499,756**	**143,942**
62235.0000 Services of Other Dept-Indirect	$ 103,053	$ 117,525	$ 120,389	$ 2,864
62240.0000 Services of Other Dept-Direct	845	848	1,305	457
62300.0000 Spec Dept Supl	441	-	-	
62435.1003 Gen Equip Maint&Rep:Trfc Mnt Eqp	99,013	153,000	153,000	
62496.0000 F537 Computer System Rental	65,949	69,443	84,110	14,667
Materials, Supplies & Services	**269,300**	**340,816**	**358,804**	**17,988**
70002.0000 Street Improvements	$ 88,514	$ -	$ 800,000	$ 800,000
Capital Expenses	**88,514**	**-**	**800,000**	**800,000**
Total Expenses	**$ 2,555,430**	**$ 2,696,630**	**$ 3,658,560**	**$ 961,930**

Parking Authority Fund
Parking Authority
310.PW22F

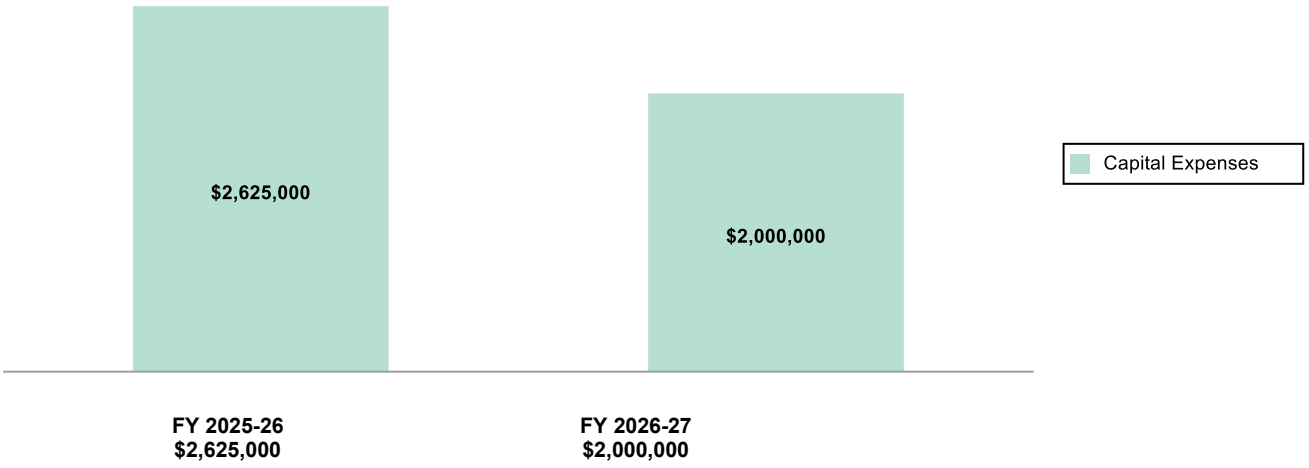
Established in 1970, the City of Burbank Parking Authority is administered by the Community Development Department. The Parking Authority Fund was created for the acquisition, construction, maintenance, and operation of all City-owned or operated public parking lots and structures within the City of Burbank. Revenue sources include monthly parking permit fees, lease fees, the Downtown Public Facility Maintenance District levy, and various public-private parking agreements within the downtown area. This section accounts for Parking Authority activities associated with the Public Works Department.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
70019.0000 Building Improvements	$ 31,500	$ -	$ -	$
Capital Expenses	**31,500**	**-**	**-**	
Total Expenses	**$ 31,500**	**-**	**-**	

General City Capital Project Fund
Traffic Section
370.PW ALL

Fund 370 was created to account for large or one-time General City capital projects. The majority of the funding comes from contributions from the General Fund (Fund 001), as well as a variety of grant sources and restricted budgetary reserves. This section supports Fund 370 related activities for the Public Works Department.

Public Works General City Capital Project Fund Summary

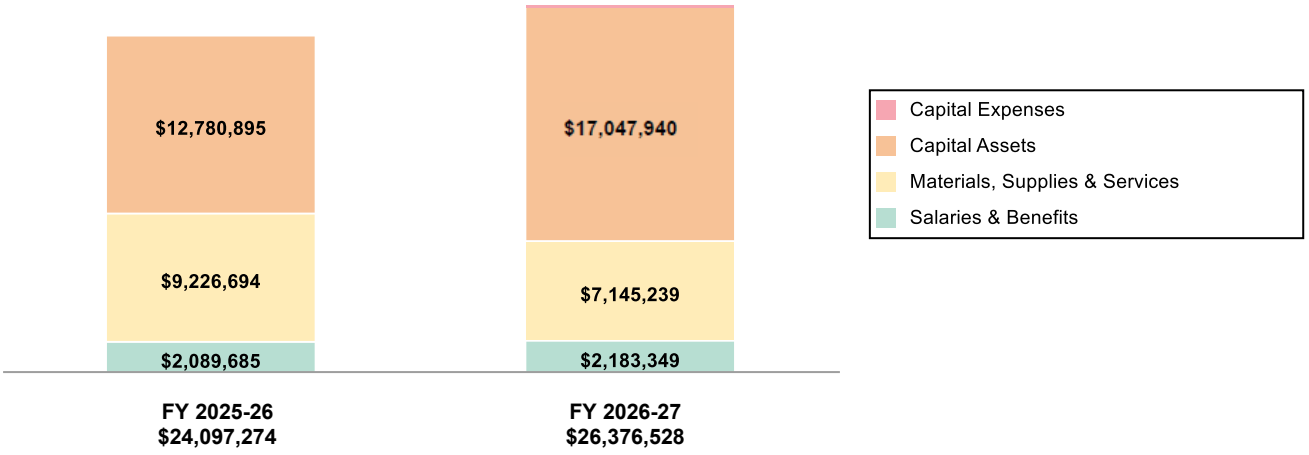


	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
70002.0000 Street Improvements	$ 3,270,011	$ 1,625,000	$ 2,000,000	$ 375,000
70019.0000 Building Improvements	360,286	-	-	
71000.0000 Infrastructure Improvements	8,552	1,000,000	-	(1,000,000)
Capital Expenses	**3,638,849**	**2,625,000**	**2,000,000**	**(625,000)**
Total Expenses	**$ 3,638,849**	**$ 2,625,000**	**$ 2,000,000**	**$ (625,000)**

General City Capital Project Fund
Traffic Section
532.PW ALL

This Fund provides for the replacement, repair, and maintenance of all motorized equipment. This includes refuse, utility, police, fire (excluding fire engines), and light-duty vehicles, and small equipment such as mowers and chainsaws. The Capital Outlay Vehicles account reflects the cumulative dollars identified for vehicle replacement in the Fiscal Year 2026-27.

Public Works Vehicle Equipment Replacement Fund Summary



General City Capital Project Fund
Traffic Section
532.PW ALL

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**13.650**	**13.650**	**13.650**	
60001.0000 Salaries & Wages	$ 1,069,149	$ 1,306,540	$ 1,375,431	$ 68,891
60006.0000 OT-Nonsafety	6,965	9,000	9,000	
60012.0000 Fringe Bnfts	229,802	327,919	320,958	(6,961)
60012.1008 Fringe Bnfts:Retiree Benefits	11,599	11,103	11,995	891
60012.1509 Fringe Bnfts:ER Paid PERS	110,841	123,269	125,720	2,451
60012.1528 Fringe Bnfts:Workers Comp	72,847	67,396	50,736	(16,660)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	189,330	189,745	233,798	44,053
60012.1532 Fringe Bnfts:PERS One Time Pay	55,800	27,900	27,900	
60015.0000 Wellness Program Reimbursement	734	-	-	
60023.0000 Uniform & Tool Allowance	5,089	7,627	7,627	
60027.0000 Taxes - Non Safety	15,648	19,186	20,185	999
60031.0000 Payroll Adjustment	76,024	-	-	
Salaries & Benefits	**1,843,827**	**2,089,685**	**2,183,349**	**93,664**
62000.0000 Utilities	$ 170,271	$ 234,767	$ 234,767	$
62170.0000 Priv Cont Svcs	169,923	169,400	169,400	
62220.0000 Insurance	149,695	191,196	192,618	1,422
62235.0000 Services of Other Dept-Indirect	902,133	1,047,309	1,086,772	39,463
62240.0000 Services of Other Dept-Direct	844	847	696	(151)
62300.0000 Spec Dept Supl	23,892	40,000	40,000	
62405.0000 Uniforms & Tools	8,574	8,877	8,877	
62430.0000 Auto Eqp Maint & Repair	2,523,710	2,117,500	2,117,500	
62435.0000 Gen Equip Maint&Rep	8,920	27,000	27,000	
62455.0000 Equipment Rental	10,970	60,000	60,000	
62475.0000 F532 Vehicle Equip Rental Rate	137,564	140,436	148,877	8,441
62485.0000 F535 Communication Rental Rate	15,752	15,752	18,661	2,909
62496.0000 F537 Computer System Rental	109,676	129,074	223,258	94,184
62640.0000 Economic incentive zone	66	-	-	
62645.0000 Strong Motion Education	49	-	-	
62700.0000 Memberships & Dues	-	800	800	
62710.0000 Travel	-	2,000	2,000	
62730.0000 Customer service training	(152)	-	-	
62755.0000 Training-General	14,540	35,000	35,000	
62780.0000 Fuel - Oil	1,455,332	1,911,800	1,911,800	
62875.0000 Judg-Unins Loss	-	50,000	50,000	
63010.0000 Depreciation Exp - Infrastructure	112,129	111,423	103,668	(7,755)
63015.0000 Depreciation Exp - Mach & Equip	48,621	255,276	40,225	(215,051)
63035.0000 Depreciation Exp - Vehicles	690,735	2,638,237	633,320	(2,004,917)
63131.1002 Overhead Recov:Warehouse Alloc	74,900	-	-	
63310.0000 Inventory Overhead	47,351	40,000	40,000	
Materials, Supplies & Services	**6,675,494**	**9,226,694**	**7,145,239**	**(2,081,455)**

General City Capital Project Fund
Traffic Section
532.PW ALL

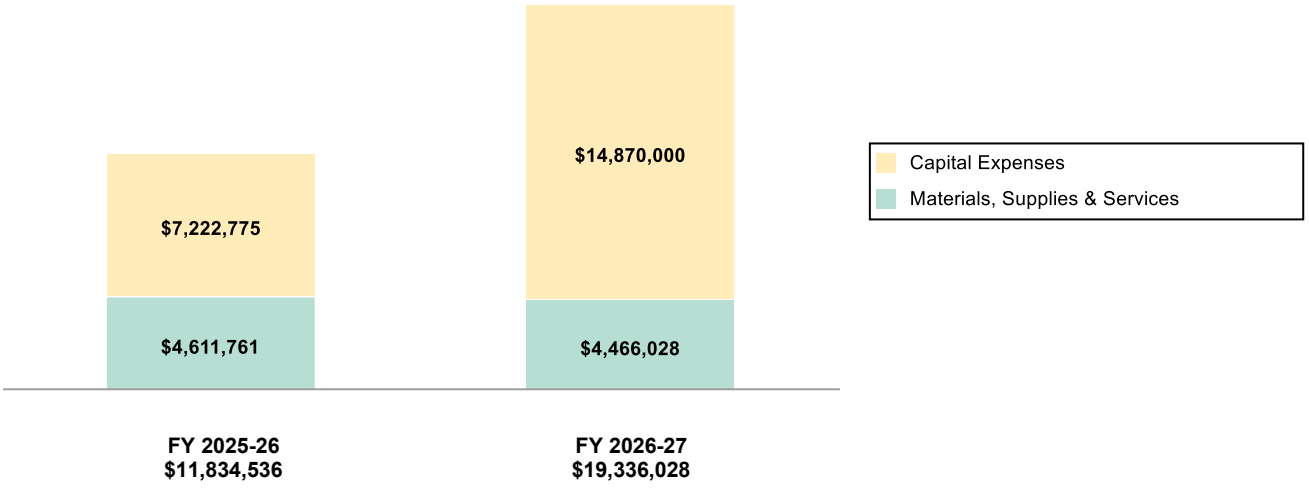
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
15032.0000 Infrastructure-WiP	$ 679,719	$ 700,000	$ 1,150,000	$ 450,000
15041.0000 Machinery and Equip-Clearing	(25,314)	-	-	
15042.0000 Machinery and Equip-WiP	8,200	600,000	800,000	200,000
15101.0000 Vehicles-Clearing	(10,849)	11,480,895	15,097,940	3,617,045
15101.1000 Vehicles-Clearing:Clearing control	752	-	-	
Capital Assets	**652,508**	**12,780,895**	**17,047,940**	**4,267,045**
Total Expenses	**$ 9,171,829**	**$ 24,097,274**	**$ 26,376,528**	**$ 2,279,254**

Municipal infrastructure Fund

The Municipal Infrastructure Fund provides for the maintenance and replacement of the City's infrastructure (non-enterprise). The Public Works Department administers this Fund, in direct collaboration with all City departments. Funding for the Municipal Infrastructure Fund comes from an annual contribution from the General Fund, as well as 50 percent of the Measure P sales tax approved on November 6, 2018.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Materials, Supplies & Services	3,994,448	4,611,761	4,466,028	(145,733)
Capital Expenses	6,464,742	7,222,775	14,870,000	7,647,225
TOTAL	**$ 10,459,190**	**$ 11,834,536**	**$ 19,336,028**	**$ 7,501,492**

Public Works Municipal Infrastructure Fund Summary



Municipal infrastructure Fund
CIP and Inspection Section
534.PW21A

Public Works Street Design and Construction Section programs, designs, and constructs projects to resurface/reconstruct deteriorated streets, alleys, and concrete citywide.

This account provides funding to improve streets, sidewalks, driveway aprons, curbs, gutters, and pedestrian ramps.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62450.0000 Bldg Gnds Maint&Rep	$ 149	$ -	$ -	$
62450.1004 Bldg Gnds Maint&Rep:Bridge Maint	-	50,000	50,000	
62496.0000 F537 Computer System Rental	-	4,859	35	(4,824)
Materials, Supplies & Services	**149**	**54,859**	**50,035**	**(4,824)**
70002.0000 Street Improvements	$ 2,227,474	$ -	$ -	$
71000.0000 Infrastructure Improvements	62,608	150,000	-	(150,000)
Capital Expenses	**2,290,082**	**150,000**	**-**	**(150,000)**
Total Expenses	**$ 2,290,231**	**$ 204,859**	**$ 50,035**	**$ (154,824)**

Municipal infrastructure Fund
Traffic Section
534.PW22A

The Public Works Engineering and Design Division is responsible for overseeing traffic control designs, plan checking and permitting, and neighborhood protection plans to improve citywide traffic infrastructure.

This account provides maintenance funding to replace/upgrade traffic signals, poles, signal heads, cameras and fiber optics, traffic signs, and crosswalks citywide. Additional funding for the Engineering and Design Section's traffic-related work is sourced from Fund 125 Gas Tax as well as the Section's General Fund.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62170.1013 Priv Cont Svcs:Traffic Maint Svcs	$ 86,529	$ 200,012	$ 165,000	$ (35,012)
62435.0000 Gen Equip Maint&Rep	298	-	-	
62435.1003 Gen Equip Maint&Rep:Trfc Mnt Eqp	193,418	472,829	275,000	(197,829)
62496.0000 F537 Computer System Rental	-	572	13	(559)
Materials, Supplies & Services	**280,245**	**673,413**	**440,013**	**(233,400)**
Total Expenses	**$ 280,245**	**$ 673,413**	**$ 440,013**	**$ (233,400)**

Municipal infrastructure Fund
Roadway and Parkway Maintenance Section
534.PW32A

The Public Works Roadway and Parkway Maintenance Section consists of three separate repair areas: asphalt crew, concrete crew, and general maintenance. The Private Contractual Services and Special Departmental Supplies accounts are used for annual maintenance of streets, alleys, sidewalks, parking lots, overpasses, and underpasses Citywide.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62170.0000 Priv Cont Svcs	$ 36,322	$ 120,165	$ 120,165	$
62300.0000 Spec Dept Supl	75,845	129,165	129,165	
62496.0000 F537 Computer System Rental	-	790	52	(738)
Materials, Supplies & Services	**112,168**	**250,120**	**249,382**	**(738)**
Total Expenses	**$ 112,168**	**$ 250,120**	**$ 249,382**	**$ (738)**

Municipal infrastructure Fund
Facilities Maintenance Section
534.PW33A

The Public Works - Buildings Maintenance Division consists of three maintenance workgroups: Construction and Maintenance, Carpentry, and Painting. They oversee a variety of projects related to the improvement of existing municipal facilities and general infrastructure. These accounts are used to fund service contracts and materials and supplies.

OBJECTIVES

- Provide safe and secure working environments for general government employees use at all City-owned facilities.
- Respond to urgent and emergency facility maintenance requests including electrical, plumbing, roofs, Heating, Ventilation and Air Conditioning (HVAC), and carpentry.
- Perform routine and preventative maintenance work for buildings, equipment, and apparatus.
- Paint interior and exterior buildings and auxiliary components.
- Maintain compliance with all regulatory requirements.
- Replace and/or modernize various building components such as lighting, doors, cabinets, and counters and reconfigure office and cubicle spaces.
- Remove graffiti from City-owned buildings.
- Administer vendor services and contracts for various facility needs.
- Oversee scope, design, and work activities for building and facility tasks.
- Manage life cycle replacement and asset management tasks.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62170.0000 Priv Cont Svcs	$ 2,893,989	$ 2,761,570	$ 2,761,570	$
62170.1007 Priv Cont Svcs:Fclts Cond Assemt	47,594	54,112	54,112	
62170.1015 Priv Cont Svcs:Contingency	85,580	250,000	250,000	
62300.0000 Spec Dept Supl	1,341	1,050	1,050	
62405.0000 Uniforms & Tools	77	-	-	
62450.0000 Bldg Gnds Maint&Rep	573,306	566,637	566,637	
62485.0000 F535 Communication Rental Rate	-	-	93,229	93,229
Materials, Supplies & Services	**3,601,886**	**3,633,369**	**3,726,598**	**93,229**
70002.0000 Street Improvements	$ -	$ -	$ 380,000	$ 380,000
70019.0000 Building Improvements	4,004,673	7,072,775	14,490,000	7,417,225
71000.0000 Infrastructure Improvements	169,986	-	-	
Capital Expenses	**4,174,660**	**7,072,775**	**14,870,000**	**7,797,225**
Total Expenses	**$ 7,776,546**	**$ 10,706,144**	**$ 18,596,598**	**$ 7,890,454**

Water Reclamation and Sewer Fund

The City's Water Reclamation Plant and Sewer System is run as a separate enterprise, funded exclusively by sewer connection fees and monthly charges. General Fund revenues are not used to support this fund's operations, which are administered by the Public Works Department.

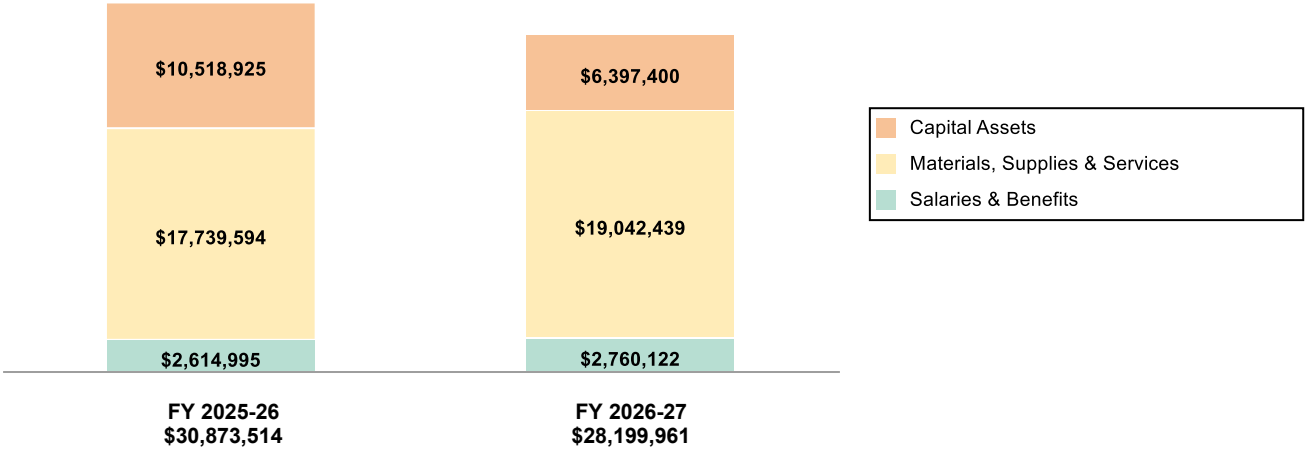
OBJECTIVES

The Wastewater Systems Division, which administers the Water Reclamation and Sewer Fund, is comprised of four sections: Engineering and Design, Industrial Waste Permitting and Inspection, Plant Operations and Maintenance, and Collection System Maintenance. Engineering and Design and Collection System Maintenance are provided by City staff. Operation and maintenance of the City's Water Reclamation Plant, Industrial Waste Monitoring, and some aspects of enforcement are all provided by contracted professional services.

Other program functions consist of issuing sewer permits, collecting and updating sewer fees, preparing reports and studies relating to the City's Sewer System Management Plan (SSMP) Update and infrastructure needs, repair of existing sewer infrastructure, and design/construction of new sewer infrastructure. Additionally, this division is responsible for answering and addressing customer billing inquiries, processing Sewer Lateral User Rebate Program (SLURP) rebates, and coordinating activities with the City of Los Angeles, state and federal regulating agencies.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**14.897**	**14.897**	**14.800**	**(0.097)**
Salaries & Benefits	$ 2,099,967	$ 2,614,995	$ 2,760,122	$ 145,127
Materials, Supplies & Services	17,014,112	17,739,594	19,042,439	1,302,845
Capital Assets	993,299	10,518,925	6,397,400	(4,121,525)
Capital Expenses	48,820	-	-	
TOTAL	**$ 20,156,198**	**$ 30,873,514**	**$ 28,199,961**	**$ (2,673,554)**

Public Works Water Reclamation and Sewer Fund Summary



Water Reclamation and Sewer Fund
Sewer Engineering & Design
494.PW23A

The Engineering and Design Section provides for present and future needs of the community related to the collection, treatment, and disposal of residential, commercial, and industrial wastewater in compliance with federal, state, and local regulatory agencies; coordinates with other public agencies and organizations for wastewater management and permitting; and organizes, plans, and performs all administrative, operational, and maintenance functions for wastewater related facilities and capital improvement projects.

OBJECTIVES

- Administer the operation and maintenance contract for the City's Water Reclamation Plant and associated treatment facilities.
- Coordinate with other City departments on projects related to sewage collection, treatment, and disposal.
- Issue sewer/ excavation permits for properties repairing an existing private sewer lateral or installing a new lateral connection.
- Answer and address customer billing inquiries.
- Process Sewer Lateral User Rebate Program (SLURP) rebates.
- Condition private development for industrial pretreatment (i.e., grease interceptor, clarifier) and sewer system infrastructure and improvements.
- Coordinate with the City of Los Angeles (LA) for all activities related to contracts between Burbank and LA for the conveyance, treatment, and disposal of wastewater and waste sludge to the LA Wastewater Treatment System.
- Coordinate with United States (U.S.) Environmental Protection Agency (EPA), State and Regional Water Quality Control Boards, and South Coast Air Quality Management District for regulations pertaining to the Burbank Water Reclamation Plant.
- Plan, design, and construct capital improvement projects for the wastewater system.
- Perform all tasks related to the establishment and implementation of sewer service and facilities charges.

Water Reclamation and Sewer Fund
Sewer Engineering & Design
494.PW23A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**4.797**	**4.797**	**4.700**	**(0.097)**
60001.0000 Salaries & Wages	$ 291,797	$ 598,030	$ 635,910	$ 37,880
60006.0000 OT-Nonsafety	730	3,255	3,255	
60012.0000 Fringe Bnfts	41,457	129,231	122,624	(6,607)
60012.1008 Fringe Bnfts:Retiree Benefits	2,290	3,905	4,218	313
60012.1509 Fringe Bnfts:ER Paid PERS	27,107	56,095	57,804	1,709
60012.1528 Fringe Bnfts:Workers Comp	6,430	7,741	6,135	(1,606)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	60,885	53,702	45,158	(8,544)
60015.0000 Wellness Program Reimbursement	14	-	-	
60020.0000 Projects Salaries	88,344	-	-	
60021.0000 Proj Sals Overhead	38,617	-	-	
60027.0000 Taxes - Non Safety	3,690	8,719	9,268	549
60031.0000 Payroll Adjustment	9,707	-	-	
Salaries & Benefits	**571,067**	**860,677**	**884,372**	**23,695**
62085.0000 Other Professional Svcs	$ 732,111	$ 660,000	$ 660,000	$
62140.0000 Special Services	-	3,000	3,000	
62220.0000 Insurance	291,020	39,764	346,460	306,696
62235.0000 Services of Other Dept-Indirect	341,261	442,476	337,511	(104,965)
62300.0000 Spec Dept Supl	396	1,500	1,500	
62420.0000 Books & Periodicals	-	200	200	
62475.0000 F532 Vehicle Equip Rental Rate	32,016	35,720	48,487	12,767
62485.0000 F535 Communication Rental Rate	18,089	18,089	18,588	499
62496.0000 F537 Computer System Rental	35,181	47,449	43,237	(4,212)
62755.0000 Training-General	1,446	5,000	5,000	
62895.0000 Miscellaneous Expenses	466	1,000	1,000	
63010.0000 Depreciation Exp - Infrastructure	3,062	3,060	3,060	
Materials, Supplies & Services	**1,455,048**	**1,257,258**	**1,468,043**	**210,785**
70023.0532 Capital Contribution:Fund 532	$ 48,820	$ -	$ -	$
Capital Expenses	**48,820**	**-**	**-**	
Total Expenses	**$ 2,074,935**	**$ 2,117,935**	**$ 2,352,415**	**$ 234,480**

Water Reclamation and Sewer Fund
Industrial Waste & Inspection
494.PW23B

The Industrial Waste Permitting and Inspection Section provides industrial/commercial wastewater management to fully comply with federal, state, and local regulations.

OBJECTIVES

- Develop and enforce the local pretreatment program and enforcement regulations in full conformance with the United States (U.S.) Environmental Protection Agency EPA, California Regional Water Quality Control Board, State Water Resources Control Board, and other local agency regulations.
- Coordinate with appropriate federal, state, and local agencies regarding industrial/commercial wastewater management.
- Administer the contract for field activities of the local pretreatment program/enforcement.
- Plan, design, and construct industrial waste capital improvement projects.
- Coordinate and facilitate U.S. EPA Pretreatment Compliance inspections/audits.
- Ensure citywide compliance with the National Pollution Discharge Elimination System (NPDES) MS4 and Industrial Storm Water permits.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**1.250**	**1.250**	**1.250**	
60001.0000 Salaries & Wages	$ 168,982	$ 194,142	$ 224,557	$ 30,415
60006.0000 OT-Nonsafety	365	-	-	
60012.0000 Fringe Bnfts	20,989	28,023	30,003	1,981
60012.1008 Fringe Bnfts:Retiree Benefits	1,181	1,017	1,098	82
60012.1509 Fringe Bnfts:ER Paid PERS	19,069	18,210	20,412	2,202
60012.1528 Fringe Bnfts:Workers Comp	2,025	2,466	2,111	(355)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	26,322	26,947	36,774	9,827
60020.0000 Projects Salaries	82,378	-	-	
60021.0000 Proj Sals Overhead	6,449	-	-	
60027.0000 Taxes - Non Safety	2,547	2,815	3,256	441
60031.0000 Payroll Adjustment	10,852	-	-	
Salaries & Benefits	**341,160**	**273,619**	**318,211**	**44,592**
62085.0000 Other Professional Svcs	$ 144,969	$ 170,000	$ 170,000	$
62170.0000 Priv Cont Svcs	1,215,203	1,386,000	1,461,000	75,000
62235.0000 Services of Other Dept-Indirect	141,486	158,650	127,998	(30,652)
62420.0000 Books & Periodicals	-	1,000	1,000	
62435.0000 Gen Equip Maint&Rep	16,023	37,750	41,400	3,650
62496.0000 F537 Computer System Rental	6,841	8,906	9,362	456
62700.0000 Memberships & Dues	-	22,515	22,515	
62755.0000 Training-General	-	575	575	
62895.0000 Miscellaneous Expenses	65	200	200	
Materials, Supplies & Services	**1,524,586**	**1,785,596**	**1,834,050**	**48,454**
Total Expenses	**$ 1,865,746**	**$ 2,059,215**	**$ 2,152,261**	**$ 93,046**

Water Reclamation and Sewer Fund
Plant Operations & Maintenance
494.PW23C

The Plant Operations and Maintenance Section manages the treatment and disposal of residential, commercial, and industrial wastewater generated in the City and protects the receiving water bodies' quality.

OBJECTIVES

- Treat approximately eight million gallons per day of industrial, commercial, and residential wastewater at the City's Water Reclamation Plant.
- Produce a consistently reliable source of recycled water for City use.
- Oversee contract operation of the City's Water Reclamation Plant and Beachwood Pump Station.
- Coordinate with United States (U.S.) Environmental Protection Agency (EPA), State Water Resources Control Board, and California Regional Water Quality Control Board relative to obtaining and complying with necessary permits and reporting requirements.
- Plan, design, and construct capital improvement projects needed to meet the City's Water Reclamation Plant NPDES permit requirements.

Water Reclamation and Sewer Fund
Plant Operations & Maintenance
494.PW23C

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**0.850**	**0.850**	**0.850**	
60001.0000 Salaries & Wages	$ 133,426	$ 149,838	$ 167,900	$ 18,062
60006.0000 OT-Nonsafety	122	-	-	
60012.0000 Fringe Bnfts	18,853	25,857	27,239	1,382
60012.1008 Fringe Bnfts:Retiree Benefits	778	691	747	56
60012.1509 Fringe Bnfts:ER Paid PERS	13,688	14,055	15,262	1,207
60012.1528 Fringe Bnfts:Workers Comp	1,627	1,903	1,578	(325)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	26,641	24,514	22,181	(2,333)
60020.0000 Projects Salaries	(170,722)	-	-	
60021.0000 Proj Sals Overhead	(45,066)	-	-	
60027.0000 Taxes - Non Safety	1,854	2,173	2,435	262
60031.0000 Payroll Adjustment	2,476	-	-	
Salaries & Benefits	**(16,323)**	**219,032**	**237,343**	**18,311**
62000.0000 Utilities	$ 876,248	$ 850,000	$ 1,150,000	$ 300,000
62085.0000 Other Professional Svcs	203,405	320,000	320,000	
62135.0000 Gov Svcs	2,020,558	2,147,200	2,865,400	718,200
62170.0000 Priv Cont Svcs	4,904,265	4,699,000	4,946,000	247,000
62230.0000 PSD Billing Service	660,000	660,000	660,000	
62235.0000 Services of Other Dept-Indirect	429,381	486,087	478,450	(7,637)
62316.0000 Software & Hardware	-	12,000	12,000	
62415.0000 Uncollectible Receivables	165,348	-	-	
62420.0000 Books & Periodicals	-	150	150	
62435.0000 Gen Equip Maint&Rep	177,076	129,500	152,500	23,000
62496.0000 F537 Computer System Rental	9,072	14,800	16,940	2,140
62735.0000 Emission Cred	141,269	200,000	200,000	
62755.0000 Training-General	-	395	395	
62820.0000 Bond Interest & Redemption	39,688	39,688	37,313	(2,375)
62825.0000 Bond Issuance Costs	(80,900)	(72,732)	(64,245)	8,487
62830.0000 Bank Svc Chg	1,835	2,000	2,000	
62830.1000 Bank Svc Chg:CC Merchant Fees	19,994	12,000	12,000	
62895.0000 Miscellaneous Expenses	43	150	150	
63005.0000 Depreciation Exp - Buildings	816,275	816,384	617,438	(198,946)
63010.0000 Depreciation Exp - Infrastructure	1,142,100	1,142,460	1,229,782	87,322
63015.0000 Depreciation Exp - Mach & Equip	278,438	278,448	278,448	
63020.0000 Depreciation Exp - Int Other Facilitie	1,053,052	1,053,048	1,053,048	
Materials, Supplies & Services	**12,857,147**	**12,790,578**	**13,967,769**	**1,177,191**
15022.0000 Buildings-Work in Progress	$ 916,034	$ 5,117,925	$ 4,392,400	$ (725,525)
15032.0000 Infrastructure-WiP	77,265	4,946,000	1,850,000	(3,096,000)
Capital Assets	**993,299**	**10,063,925**	**6,242,400**	**(3,821,525)**
Total Expenses	**$ 13,834,122**	**$ 23,073,535**	**$ 20,447,512**	**$ (2,626,023)**

Water Reclamation and Sewer Fund
Sewer Maintenance
494.PW23D

The Collection System Maintenance Section cleans approximately all 230 miles of the City's sewer collection system each year and video inspects approximately 45 miles per year.

OBJECTIVES

- Clean 230 miles of the City's sewer system pipelines.
- Respond to all reported sewer stoppages.
- Check and clean the Mariposa pump house twice a month and check five stormwater pump houses before and during storms for operational readiness.
- Check and clean various trouble areas, siphons, manholes, restaurants, and mainlines with root problems on a monthly basis.
- Oversee the sewer maintenance hole pest prevention spraying efforts.
- Repair and remodel manholes, and construct and repair sewer and drainage lines.
- Inspect main sewer lines for damage assessment using a sewer camera.

Water Reclamation and Sewer Fund
Sewer Maintenance
494.PW23D

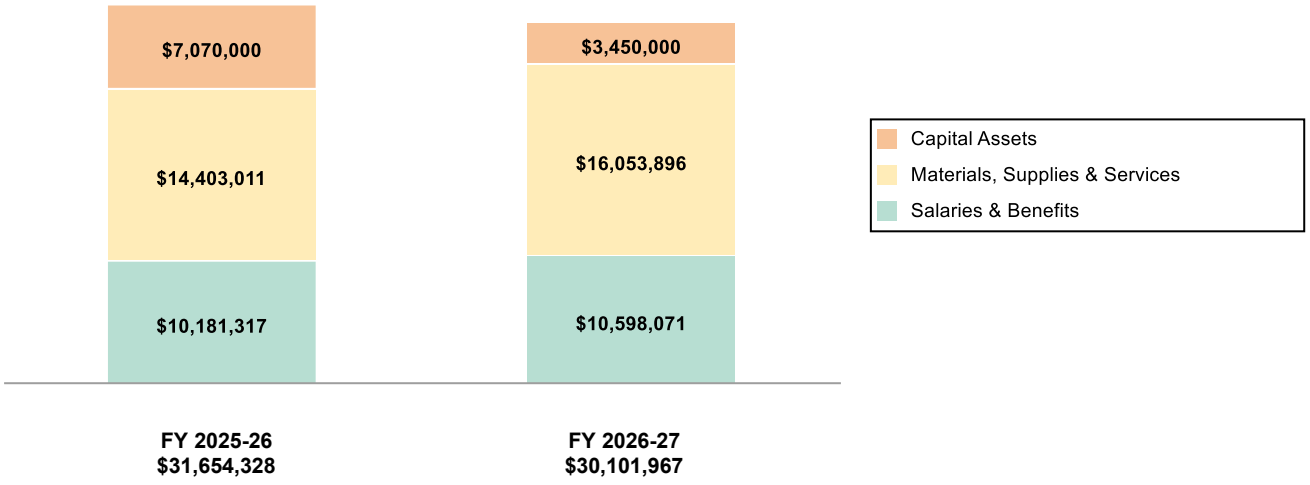
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**8.000**	**8.000**	**8.000**	
60001.0000 Salaries & Wages	$ 709,638	$ 750,965	$ 817,001	$ 66,036
60006.0000 OT-Nonsafety	6,364	32,906	32,906	
60012.0000 Fringe Bnfts	129,842	186,753	175,195	(11,558)
60012.1008 Fringe Bnfts:Retiree Benefits	6,425	6,508	7,030	522
60012.1509 Fringe Bnfts:ER Paid PERS	62,518	68,565	70,629	2,065
60012.1528 Fringe Bnfts:Workers Comp	67,736	53,726	38,462	(15,264)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	97,648	115,480	131,250	15,770
60012.1532 Fringe Bnfts:PERS One Time Pay	70,800	35,400	35,400	
60015.0000 Wellness Program Reimbursement	1,125	-	-	
60027.0000 Taxes - Non Safety	10,861	11,366	12,324	958
60031.0000 Payroll Adjustment	41,107	-	-	
Salaries & Benefits	**1,204,064**	**1,261,668**	**1,320,196**	**58,528**
62000.0000 Utilities	$ 1,009	$ 34,000	$ 34,000	$
62135.1011 Gov Svcs:Sewer Rebate	5,874	13,300	13,300	
62170.0000 Priv Cont Svcs	304,265	700,000	700,000	
62235.0000 Services of Other Dept-Indirect	542,428	651,946	558,114	(93,832)
62240.0000 Services of Other Dept-Direct	619	624	783	159
62300.0000 Spec Dept Supl	4,582	22,550	22,550	
62380.0000 Chemicals	-	10,900	10,900	
62405.0000 Uniforms & Tools	3,398	4,300	5,000	700
62435.0000 Gen Equip Maint&Rep	21,793	43,326	43,326	
62475.0000 F532 Vehicle Equip Rental Rate	69,782	102,051	43,658	(58,393)
62485.0000 F535 Communication Rental Rate	12,527	12,527	13,685	1,158
62496.0000 F537 Computer System Rental	98,631	188,718	205,341	16,623
62700.0000 Memberships & Dues	553	1,500	1,500	
62755.0000 Training-General	2,801	6,000	6,000	
63010.0000 Depreciation Exp - Infrastructure	350	348	348	
63035.0000 Depreciation Exp - Vehicles	108,719	114,072	114,072	
Materials, Supplies & Services	**1,177,331**	**1,906,162**	**1,772,577**	**(133,585)**
15032.0000 Infrastructure-WiP	$ -	$ 330,000	$ 30,000	$ (300,000)
15042.0000 Machinery and Equip-WiP	-	125,000	125,000	
Capital Assets	**-**	**455,000**	**155,000**	**(300,000)**
Total Expenses	**$ 2,381,395**	**$ 3,622,830**	**$ 3,247,773**	**$ (375,057)**

Refuse Collection and Disposal Fund

The Refuse Fund consists of four sections: Refuse Collection, Refuse Disposal (which includes Landfill Engineering and Operations), Street Sweeping, and Recycling (which includes managing and reporting City compliance with federal, state and local mandates). Revenues are generated from user fees charged to all residents and commercial/industrial users.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**68.470**	**72.728**	**72.625**	**(0.103)**
Salaries & Benefits	$ 9,276,596	$ 10,181,317	$ 10,598,071	$ 416,754
Materials, Supplies & Services	14,377,088	14,403,011	16,053,896	1,650,885
Capital Assets	(9,285)	7,070,000	3,450,000	(3,620,000)
TOTAL	**$ 23,644,399**	**$ 31,654,328**	**$ 30,101,967**	**$ (1,552,361)**

Public Works Refuse Collection and Disposal Fund Summary



Refuse Collection and Disposal Fund
Refuse Collection
498.PW31A

The Refuse Collection Section is responsible for servicing all single-family residential units, approximately 60 percent of the multi-family residential units in the City, and 10 percent of all commercial/industrial customers in the City. Collection services include refuse, organics, recyclables, and bulky items.

OBJECTIVES

- Support the City's solid waste diversion efforts through the development and implementation of source reduction, recycling, and organics collection programs.
- Provide excellent customer service while safely collecting refuse, organics, recyclables, and bulky items, and disposing waste at appropriate receiving facilities.
- Maintain accurate and retrievable records related to refuse, organics, and recycling collection.
- Address contamination issues with education and, if necessary, appropriate enforcement.

Refuse Collection and Disposal Fund
Refuse Collection
498.PW31A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**46.470**	**49.728**	**49.625**	**(0.103)**
60001.0000 Salaries & Wages	$ 3,511,390	$ 4,224,046	$ 4,446,649	$ 222,603
60006.0000 OT-Nonsafety	52,634	39,167	39,167	
60012.0000 Fringe Bnfts	747,303	1,109,247	1,118,552	9,305
60012.1008 Fringe Bnfts:Retiree Benefits	41,874	37,805	43,695	5,890
60012.1509 Fringe Bnfts:ER Paid PERS	350,327	396,718	404,687	7,969
60012.1528 Fringe Bnfts:Workers Comp	283,008	261,458	189,435	(72,024)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	606,721	632,153	719,236	87,083
60012.1532 Fringe Bnfts:PERS One Time Pay	252,000	126,000	126,000	
60015.0000 Wellness Program Reimbursement	2,873	-	-	
60020.0000 Projects Salaries	12,010	-	-	
60021.0000 Proj Sals Overhead	16,277	-	-	
60023.0000 Uniform & Tool Allowance	2,445	5,453	5,453	
60027.0000 Taxes - Non Safety	49,104	61,896	65,123	3,228
60031.0000 Payroll Adjustment	217,659	-	-	
Salaries & Benefits	**6,145,625**	**6,893,942**	**7,157,997**	**264,055**
62135.0000 Gov Svcs	$ -	$ 1,000	$ 10,000	$ 9,000
62170.0000 Priv Cont Svcs	128,832	70,000	130,000	60,000
62170.1001 Priv Cont Svcs:Temp Staff	317,636	-	200,000	200,000
62220.0000 Insurance	505,865	967,565	1,529,713	562,148
62230.0000 PSD Billing Service	730,205	730,205	730,205	
62235.0000 Services of Other Dept-Indirect	1,153,428	1,248,576	1,298,203	49,627
62240.0000 Services of Other Dept-Direct	4,164	4,141	5,653	1,512
62300.0000 Spec Dept Supl	193,210	200,000	205,000	5,000
62360.0000 Non-Vehicle Equip Maint Repair	75	-	-	
62405.0000 Uniforms & Tools	15,703	14,490	15,000	510
62415.0000 Uncollectible Receivables	327,023	-	-	
62440.0000 Off Equip Maint & Rep	1,247	5,000	-	(5,000)
62475.0000 F532 Vehicle Equip Rental Rate	2,257,823	2,156,244	2,851,645	695,401
62485.0000 F535 Communication Rental Rate	64,586	64,586	68,570	3,984
62496.0000 F537 Computer System Rental	213,575	227,376	304,611	77,235
62700.0000 Memberships & Dues	387	-	-	
62755.0000 Training-General	1,606	15,000	15,000	
63010.0000 Depreciation Exp - Infrastructure	4,066	4,068	4,068	
63035.0000 Depreciation Exp - Vehicles	961,268	897,784	718,728	(179,056)
Materials, Supplies & Services	**6,880,697**	**6,606,035**	**8,086,396**	**1,480,361**
15101.0000 Vehicles-Clearing	$ -	$ 5,250,000	$ 3,450,000	$ (1,800,000)
Capital Assets	**-**	**5,250,000**	**3,450,000**	**(1,800,000)**
Total Expenses	**$ 13,026,322**	**$ 18,749,977**	**$ 18,694,394**	**$ (55,583)**

Refuse Collection and Disposal Fund
Refuse Disposal
498.PW31B

The Refuse Disposal Section operates the City's landfill in accordance with federal, state, county, and local regulations and permits. Based on the present rate of disposal, the permitted landfill capacity is designed to last until the year 2119.

OBJECTIVES

- Maintain safe and adequate landfill operations.
- Compact and cover refuse each day with alternative daily cover (reusable tarps).
- Maintain all records, complete all reports, and comply with permit conditions required by agencies that regulate the landfill.
- Maintain landscaping and irrigation improvements as required by the Conditional Use Permit and the Regional Water Quality Control Board.
- Expand the landfill gas collection system in Landfill No. 3 and operate and maintain the landfill gas collection system.
- Provide landfill gas emissions monitoring, testing, analysis, and reporting.
- Provide groundwater and surface water quality monitoring, including sampling, analysis, and reporting.
- Operate the City's organics transfer site at the landfill.
- Support operations to implement state mandates for organic recycling for residents (SB 1383) and commercial organics recycling (AB 1826).

Refuse Collection and Disposal Fund
Refuse Disposal
498.PW31B

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**7.000**	**8.000**	**8.000**	
60001.0000 Salaries & Wages	$ 607,435	$ 682,307	$ 703,275	$ 20,968
60006.0000 OT-Nonsafety	26,715	19,977	19,977	
60012.0000 Fringe Bnfts	116,995	166,242	175,514	9,272
60012.1008 Fringe Bnfts:Retiree Benefits	4,612	5,694	7,030	1,336
60012.1509 Fringe Bnfts:ER Paid PERS	62,488	64,302	64,220	(82)
60012.1528 Fringe Bnfts:Workers Comp	44,378	42,484	29,245	(13,238)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	90,487	116,321	131,552	15,231
60015.0000 Wellness Program Reimbursement	630	-	-	
60023.0000 Uniform & Tool Allowance	-	3,220	3,220	
60027.0000 Taxes - Non Safety	7,704	10,230	10,534	304
60031.0000 Payroll Adjustment	15,408	-	-	
Salaries & Benefits	**976,852**	**1,110,777**	**1,144,568**	**33,791**
62000.0000 Utilities	$ 89,122	$ 10,000	$ 120,000	$ 110,000
62135.0000 Gov Svcs	150,232	180,000	200,000	20,000
62170.0000 Priv Cont Svcs	952,821	1,242,000	1,242,000	
62170.1001 Priv Cont Svcs:Temp Staff	65,781	-	40,000	40,000
62235.0000 Services of Other Dept-Indirect	356,981	351,011	338,917	(12,094)
62300.0000 Spec Dept Supl	41,712	35,000	35,000	
62405.0000 Uniforms & Tools	3,131	3,105	3,200	95
62475.0000 F532 Vehicle Equip Rental Rate	540,026	707,041	454,367	(252,674)
62496.0000 F537 Computer System Rental	33,108	35,466	49,954	14,488
62710.0000 Travel	381	-	-	
62755.0000 Training-General	5,067	9,000	9,000	
62830.0000 Bank Svc Chg	-	2,000	2,000	
62830.1000 Bank Svc Chg:CC Merchant Fees	280	1,000	1,000	
62920.0000 Trust fund set aside	670,088	200,000	200,000	
63000.0000 Depreciation Exp - Land Impr	94,109	79,876	27,587	(52,289)
63005.0000 Depreciation Exp - Buildings	475	480	480	
63010.0000 Depreciation Exp - Infrastructure	69,657	69,648	69,648	
63035.0000 Depreciation Exp - Vehicles	339,575	380,184	318,522	(61,662)
Materials, Supplies & Services	**3,412,546**	**3,305,811**	**3,111,675**	**(194,136)**
15032.0000 Infrastructure-WiP	$ -	$ 400,000	$ -	$ (400,000)
15101.0000 Vehicles-Clearing	(28,656)	800,000	-	(800,000)
Capital Assets	**(28,656)**	**1,200,000**	**-**	**(1,200,000)**
Total Expenses	**$ 4,360,743**	**$ 5,616,588**	**$ 4,256,243**	**$ (1,360,345)**

Refuse Collection and Disposal Fund
Recycling
498.PW31C

The Recycling Section activities include processing materials from the curbside collection of recyclables for single-family residential, a portion of multi-family residential, and commercial recycling collection. This section is responsible for tracking and reporting the City's compliance with waste management and related greenhouse gas mandates and the local waste reduction mandate. They also provide public education and outreach on numerous environmental issues, operating several other recycling programs such as used oil recycling, e-waste recycling, battery and fluorescent bulb diversion, and composting. The operation to process recyclables at the Recycle Center is conducted by a private contractor and administered by the Streets and Waste Management Division, while in-house City staff conducts the public outreach and administers the other recycling programs.

OBJECTIVES

- Continue the Source Reduction and Recycling Element, as required by the California Integrated Waste Management Act of 1989. Work with the business community to assist them in developing recycling and source reduction plans as mandated by Assembly Bill (AB) 341, AB 1826, and SB 1383.
- Continue a comprehensive public awareness program to inform residents about the recycling of solid waste and household hazardous waste.
- Operate educational programs through the Recycle Center. Increase recycling goals to reduce the waste deposited in the landfill by targeting businesses to raise the overall level of business recycling.
- Implement, track, and report progress on the Waste Reduction Ordinance (plastics reduction).
- Lead and support operations to implement plans to comply with the state's organics mandates.

Refuse Collection and Disposal Fund
Recycling
498.PW31C

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**9.000**	**9.000**	**9.000**	
60001.0000 Salaries & Wages	$ 792,608	$ 860,479	$ 934,365	$ 73,885
60006.0000 OT-Nonsafety	2,327	4,000	4,000	
60012.0000 Fringe Bnfts	176,829	195,933	219,898	23,965
60012.1008 Fringe Bnfts:Retiree Benefits	5,676	7,321	7,909	588
60012.1509 Fringe Bnfts:ER Paid PERS	87,944	80,713	84,934	4,221
60012.1528 Fringe Bnfts:Workers Comp	23,604	25,385	19,114	(6,272)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	114,386	133,891	185,102	51,211
60015.0000 Wellness Program Reimbursement	248	-	-	
60020.0000 Projects Salaries	2,876	-	-	
60027.0000 Taxes - Non Safety	11,415	12,535	13,606	1,071
60031.0000 Payroll Adjustment	24,870	-	-	
Salaries & Benefits	**1,242,783**	**1,320,258**	**1,468,927**	**148,669**
62170.0000 Priv Cont Svcs	$ 2,378,983	$ 2,699,000	$ 2,920,000	$ 221,000
62170.1012 Priv Cont Svcs:Pop Up Repairs	-	15,000	15,000	
62235.0000 Services of Other Dept-Indirect	506,308	547,442	567,041	19,599
62300.0000 Spec Dept Supl	64,008	50,000	50,000	
62310.0000 Office Supplies, Postage & Print	4,753	14,500	14,500	
62405.0000 Uniforms & Tools	1,646	2,000	2,000	
62430.0000 Auto Eqp Maint & Repair	163	-	-	
62475.0000 F532 Vehicle Equip Rental Rate	-	11,044	18,632	7,588
62485.0000 F535 Communication Rental Rate	15,031	15,031	17,709	2,678
62496.0000 F537 Computer System Rental	61,267	75,820	76,982	1,162
62700.0000 Memberships & Dues	2,977	-	-	
62755.0000 Training-General	3,710	15,000	18,000	3,000
63005.0000 Depreciation Exp - Buildings	4,851	3,564	3,564	
63035.0000 Depreciation Exp - Vehicles	7,579	4,686	6,480	1,794
63040.0000 Depreciation Exp-Comp&Software	15,057	15,060	15,060	
Materials, Supplies & Services	**3,066,334**	**3,468,147**	**3,724,968**	**256,821**
15022.0000 Buildings-Work in Progress	$ 56,862	$ 620,000	$ -	$ (620,000)
15101.0000 Vehicles-Clearing	(37,491)	-	-	
Capital Assets	**19,371**	**620,000**	**-**	**(620,000)**
Total Expenses	**$ 4,328,488**	**$ 5,408,405**	**$ 5,193,895**	**$ (214,509)**

Refuse Collection and Disposal Fund
Street Sweeping
498.PW32C

The Street Sweeping Section is responsible for sweeping the streets in the industrial, commercial, and residential areas of the City. This Section also manages the transportation of debris from street dumping sites to the organics recycler.

OBJECTIVES

- Sweep 44,000 curb miles of City streets and alleys annually.
- Remove sweeper debris and haul it to the landfill for recycling.
- Meet State requirements to provide an acceptable level of street and alley sweeping.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.000**	**6.000**	**6.000**	
60001.0000 Salaries & Wages	$ 491,153	$ 520,849	$ 492,043	$ (28,807)
60006.0000 OT-Nonsafety	6,446	1,044	1,044	
60012.0000 Fringe Bnfts	121,438	150,739	139,717	(11,022)
60012.1008 Fringe Bnfts:Retiree Benefits	5,439	4,881	5,272	392
60012.1509 Fringe Bnfts:ER Paid PERS	53,282	48,856	44,727	(4,129)
60012.1528 Fringe Bnfts:Workers Comp	47,434	38,282	24,356	(13,926)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	85,148	84,122	112,270	28,148
60015.0000 Wellness Program Reimbursement	1,238	-	-	
60020.0000 Projects Salaries	41,622	-	-	
60021.0000 Proj Sals Overhead	10,816	-	-	
60027.0000 Taxes - Non Safety	7,600	7,567	7,150	(418)
60031.0000 Payroll Adjustment	39,722	-	-	
Salaries & Benefits	**911,336**	**856,340**	**826,579**	**(29,761)**
62235.0000 Services of Other Dept-Indirect	$ 297,682	$ 257,098	$ 271,812	$ 14,714
62300.0000 Spec Dept Supl	1,847	4,300	4,300	
62475.0000 F532 Vehicle Equip Rental Rate	683,363	713,885	724,446	10,561
62496.0000 F537 Computer System Rental	34,349	44,835	53,610	8,775
62755.0000 Training-General	-	2,900	2,900	
63040.0000 Depreciation Exp-Comp&Software	-	-	73,788	73,788
Materials, Supplies & Services	**1,017,241**	**1,023,018**	**1,130,856**	**107,838**
Total Expenses	**$ 1,928,577**	**$ 1,879,358**	**$ 1,957,435**	**$ 78,077**

PUBLIC WORKS
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST I (M)	-	1.000	1.000	
ADM ANALYST II (M)	2.150	3.000	3.000	
ADM OFCR	0.710	1.000	1.000	
AST CTY ENG	1.000	1.000	1.000	
AST PW DIR-FLEET&BLDGS	1.000	1.000	1.000	
AST PW DIR-STRS&WASTEMGT	-	1.000	1.000	
AST PW DIR-WASTEWTR SYS	-	1.000	1.000	
AST TRAF SIGNL TECH	1.000	1.000	1.000	
CAP PROJS PROG MGR	-	1.000	-	(1.000)
CARPENTER	2.000	2.000	2.000	
CARPENTER LEADWKR	1.000	1.000	1.000	
CEMENT FINISHER	0.950	2.000	2.000	
CHIEF AST PW DIR-CTY ENG	0.725	1.000	1.000	
CIVIL ENGNRG ASSOC	3.000	8.000	10.000	2.000
CIVIL ENGNRG AST	-	1.000	1.000	
CLERICAL WKR	-	1.000	1.000	
COLLECTION SYS JOURNEYMAN	-	3.000	3.000	
COLLECTION SYS LEADWKR	-	1.000	1.000	
COLLECTION SYS SUPV	-	1.000	1.000	
COLLECTION SYS WKR	-	3.000	3.000	
CONST & MAINT LEADWKR	1.000	1.000	1.000	
CONST AND MAINT WKR	4.000	4.000	4.000	
CONST INSP I	0.800	1.000	-	(1.000)
CONST INSP II	1.000	1.000	2.000	1.000
CONST INSP MGR	0.500	1.000	1.000	
CONST SUPT	1.000	1.000	1.000	
CUSTODIAL LEADWKR	2.000	2.000	2.000	
CUSTODIAL SUPV	1.000	1.000	1.000	
CUSTODIAN	17.000	17.000	17.000	
ENGNRG ASSOC-TRAF	-	2.000	1.000	(1.000)
ENGNRG AST-TRAF	2.000	1.000	1.000	
ENGNRG TECH	2.000	2.000	-	(2.000)
FACILITIES MAINT MGR	1.000	1.000	1.000	
FLEET MAINT TECH	-	9.000	9.000	
FLEET SRVS SUPV	-	1.000	1.000	
FLEET SUPT	-	1.000	1.000	
HEAVY EQUIP OP	0.700	4.000	4.000	
HEAVY TRUCK DRIVER	1.200	4.000	4.000	
HH HAZ WASTE LEADWKR	-	1.000	1.000	
HH HAZ WASTE TECH	-	1.000	1.000	
INTELLIGENT TRANS SYS SPECIALIST	1.000	1.000	1.000	
INTERMEDIATE CLK	1.000	5.000	4.000	(1.000)
LABORER	2.500	5.000	5.000	
LANDFILL LEADWKR	-	1.000	1.000	
LANDFILL SUPV	-	1.000	1.000	
MOTOR SWEEPER OP	-	5.000	5.000	
PAINTER	3.000	3.000	3.000	
PAINTER LEADWKR	1.000	1.000	1.000	
PERMIT TECH	1.000	1.000	1.000	

PUBLIC WORKS
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
PRIN CIVIL ENG (M)	1.500	4.000	4.000	
PRIN CLK	0.880	1.000	1.000	
PRIN ENG-TRAF	0.500	1.000	1.000	
PW DIR	1.000	1.000	1.000	
PW JOURNEYMAN	1.900	4.000	4.000	
PW SUPV	1.450	3.000	3.000	
RECYCLING CORD	-	1.000	1.000	
RECYCLING SPECIALIST	-	1.000	1.000	
RIGHT OF WAY SPECIALIST	1.000	1.000	1.000	
SKILLED WKR	3.940	5.000	5.000	
SOLID WASTE LEADWKR	-	2.000	2.000	
SOLID WASTE SUPV	-	2.000	2.000	
SOLID WASTE TRUCK OP	-	27.000	27.000	
SOLID WASTE UTILITY WKR	-	2.000	2.000	
SR ADM ANALYST (M)	1.320	3.000	3.000	
SR CIVIL ENG	2.000	2.000	3.000	1.000
SR CIVIL ENGNRG AST	1.000	1.000	-	(1.000)
SR CLK	2.900	6.000	7.000	1.000
SR CONST INSP	1.000	1.000	1.000	
SR ENGNRG TECH	-	-	1.000	1.000
SR FLEET MAINT TECH	-	4.000	4.000	
SR SECRETARY	-	3.000	2.000	(1.000)
STR MAINT LEADWKR	1.450	3.000	3.000	
TIRE MAINT WKR	-	1.000	1.000	
TRAF CTRL JOURNEYMAN	3.000	3.000	3.000	
TRAF ENGNRG MGR	1.000	1.000	1.000	
TRAF SIGNL MAINT SUPV	1.000	1.000	1.000	
TRAF SIGNL OPERATIONS SPECIALIST	1.000	1.000	1.000	
TRAF SIGNL TECH	3.000	3.000	3.000	
TRANS MGT CTR MGR	1.000	1.000	1.000	
UTILITY PROJ MGR	-	-	1.000	1.000
UTILITY WKR	1.000	8.000	8.000	
WELDER	-	1.000	1.000	
TOTAL STAFF YEARS	**207.743**	**212.000**	**211.000**	**(1.000)**

FIRE

MISSION STATEMENT

The mission of the Burbank Fire Department is to protect and serve the community by mitigating the impacts of fires, medical emergencies, and hazardous situations on lives, property, and the environment through prevention, public education, and preparedness while adhering to the Department's shared values.

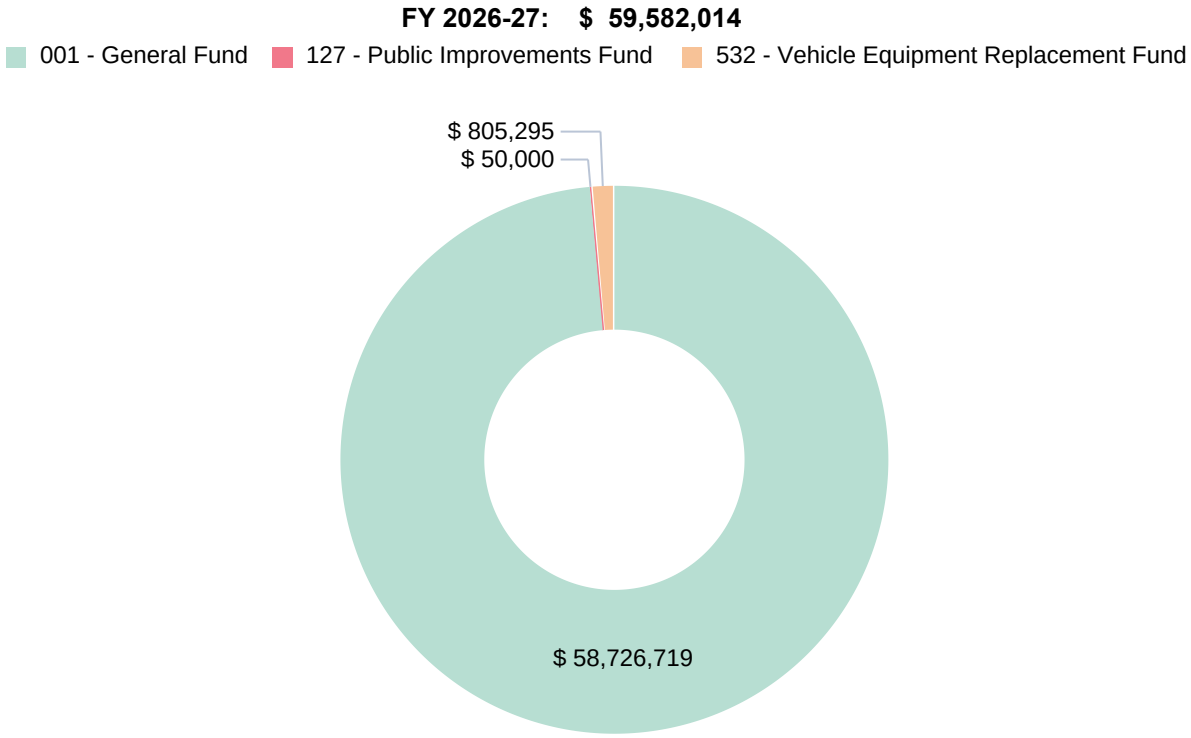
ABOUT FIRE

The Fire Department consists of seven divisions: Fire & Life Safety, Fire Suppression, Emergency Medical Services (EMS), Emergency Management, Fire Apparatus and Equipment, Training and Safety, and Administration. These divisions function in a manner that allows the Department to effectively serve the community in emergency and non-emergency situations.

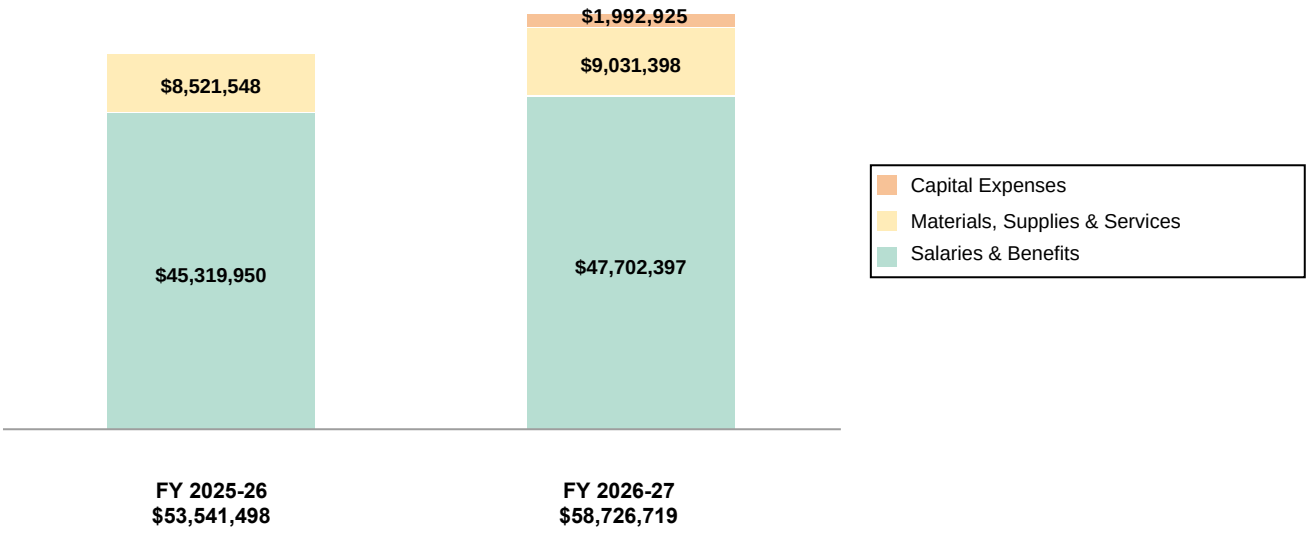
DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**144.000**	**144.000**	**144.000**	
Salaries & Benefits	$ 47,158,788	$ 45,319,950	$ 47,702,397	$ 2,382,447
Materials, Supplies & Services	8,620,631	8,521,548	9,836,693	1,315,145
Capital Assets	(2,861)	-	-	
Capital Expenses	1,409,085	-	2,042,925	2,042,925
TOTAL	**$ 57,185,643**	**$ 53,841,498**	**$ 59,582,014**	**$ 5,740,517**

DEPARTMENT SUMMARY



GENERAL FUND SUMMARY



General Fund
Fire and Life Safety
001.FD01A

The primary responsibility of the Fire and Life Safety Division is to mitigate and prepare for potential fire, life safety, and environmental hazards by enforcing relative laws, codes, and ordinances through inspections, permitting applicable processes, and providing safety education and outreach. This will also be accomplished through community risk analysis providing for community risk reduction programs. This division is also responsible for the investigation of fires and the prosecution of those individuals found liable for fires of an incendiary or arson-related nature.

OBJECTIVES

- Conduct approximately 7,500 commercial, industrial, and residential fire inspections.
- Investigate all complaints received.
- Investigate all significant or suspicious fires to determine the cause.
- Provide timely review of architectural and fire protection plans for fire code approval.
- Issue filming, construction, assembly, and miscellaneous permits and conduct associated billing as necessary.
- Provide guidance and approval to produce film and television programs, including live audience productions.
- Review emergency responses to ensure optimal service and reduction of false alarms.
- Provide fire safety education to students at schools and the public at community events.

General Fund
Fire and Life Safety
001.FD01A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**12.200**	**12.200**	**11.400**	**(0.800)**
60001.0000 Salaries & Wages	$ 598,653	$ 601,959	$ 586,130	$ (15,828)
60002.0000 Sals&Wags-Sfty	1,096,576	1,047,691	1,025,245	(22,446)
60002.3505 Sals&Wags-Sfty:Holiday Pay	28,155	13,487	-	(13,487)
60002.4000 Sals&Wags-Sfty:Educational Incenti	5,768	-	-	
60006.0000 OT-Nonsafety	10,603	1,653	1,653	
60007.0000 Overtime - Safety	362,303	308,331	308,331	
60012.0000 Fringe Bnfts	139,692	146,710	156,156	9,445
60012.1008 Fringe Bnfts:Retiree Benefits	10,058	6,670	6,503	(168)
60012.1509 Fringe Bnfts:ER Paid PERS	65,656	56,464	53,279	(3,184)
60012.1528 Fringe Bnfts:Workers Comp	11,162	10,596	8,529	(2,067)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	73,183	110,280	132,340	22,060
60015.0000 Wellness Program Reimbursement	198	-	-	
60016.0000 Frng Bnfts-Sfty	128,941	143,163	148,109	4,946
60016.1008 Frng Bnfts-Sfty:Retiree Bnfts	1,041	5,668	5,929	261
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	163,372	195,652	181,933	(13,719)
60016.1528 Frng Bnfts-Sfty:Workers Comp	161,156	68,924	81,036	12,113
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UAL	242,288	254,208	301,365	47,157
60023.0000 Uniform & Tool Allowance	5,138	5,750	5,750	
60027.0000 Taxes - Non Safety	8,810	8,752	8,523	(230)
60028.0000 Taxes - Safety	21,392	19,941	19,420	(521)
60031.0000 Payroll Adjustment	42,620	-	-	
Salaries & Benefits	**3,176,767**	**3,005,899**	**3,030,231**	**24,332**
62170.0000 Priv Cont Svcs	$ 217,745	$ 280,000	$ 280,000	$
62220.0000 Insurance	683,891	925,145	1,205,176	280,031
62300.0000 Spec Dept Supl	2,385	2,000	2,000	
62300.1004 Spec Dept Supl:Hazmat	72	-	-	
62300.1006 Spec Dept Supl:Public Ed	12,090	42,500	10,500	(32,000)
62316.0000 Software & Hardware	1,118	3,000	-	(3,000)
62420.0000 Books & Periodicals	-	1,075	-	(1,075)
62475.0000 F532 Vehicle Equip Rental Rate	193,624	192,832	225,150	32,318
62485.0000 F535 Communication Rental Rate	804,610	804,610	832,586	27,976
62496.0000 F537 Computer System Rental	251,345	343,610	382,659	39,049
62700.0000 Memberships & Dues	2,630	1,000	1,000	
62710.0000 Travel	-	500	-	(500)
62755.0000 Training-General	11,203	6,000	11,500	5,500
62830.1000 Bank Svc Chg:CC Merchant Fees	4,578	9,000	4,000	(5,000)
62895.0000 Miscellaneous Expenses	146	1,000	1,000	
Materials, Supplies & Services	**2,185,437**	**2,612,272**	**2,955,571**	**343,299**
Total Expenses	**$ 5,362,204**	**$ 5,618,171**	**$ 5,985,801**	**$ 367,630**

General Fund
Hazardous Materials Program
001.FD01B

The Hazardous Materials Program administers the state-mandated Hazardous Materials Disclosure and Underground Storage Tank programs. The budgeted expenses of this program are offset by revenue derived from hazardous materials disclosure and underground storage tank fees.

OBJECTIVES

- Administer a program of site inspection, records review, and storage control of the handling and use of hazardous materials by local businesses and industries.
- Provide plan review, site inspections, and permits to install, remove, or operate underground storage tanks.
- Review preliminary site investigation work plans to identify and mitigate contamination from the unauthorized release of hazardous materials.
- Generate revenue through the Certified Unified Program Agency (CUPA) Program billing for Hazardous Material handling and storage; permits, installation, removal, and upgrades to underground storage tanks; plan check fees; and system tests.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.800**	**2.800**	**2.600**	**(0.200)**
60001.0000 Salaries & Wages	$ 184,295	$ 281,060	$ 274,096	$ (6,964)
60006.0000 OT-Nonsafety	4,119	-	-	
60012.0000 Fringe Bnfts	46,123	65,713	75,717	10,004
60012.1008 Fringe Bnfts:Retiree Benefits	2,578	2,278	2,285	7
60012.1509 Fringe Bnfts:ER Paid PERS	19,833	26,363	24,915	(1,448)
60012.1528 Fringe Bnfts:Workers Comp	4,079	4,307	3,331	(976)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	31,973	39,556	40,558	1,002
60015.0000 Wellness Program Reimbursement	50	-	-	
60027.0000 Taxes - Non Safety	2,710	4,075	3,974	(101)
60031.0000 Payroll Adjustment	12,542	-	-	
Salaries & Benefits	**308,302**	**423,353**	**424,877**	**1,524**
62170.0000 Priv Cont Svcs	$ -	$ 1,000	$ -	$ (1,000)
62420.0000 Books & Periodicals	-	925	925	
62475.0000 F532 Vehicle Equip Rental Rate	5,468	5,247	5,848	601
62496.0000 F537 Computer System Rental	19,259	18,439	21,671	3,232
62710.0000 Travel	-	500	-	(500)
62755.0000 Training-General	4,208	3,000	4,620	1,620
62895.0000 Miscellaneous Expenses	-	120	-	(120)
Materials, Supplies & Services	**28,935**	**29,231**	**33,064**	**3,833**
Total Expenses	**$ 337,237**	**$ 452,584**	**$ 457,941**	**$ 5,357**

General Fund
Fire Suppression
001.FD02A

The Fire Suppression Division is the most visible departmental operation. Providing trained personnel and equipment at incidents, the Division responds quickly and efficiently to all types of 911 emergencies, including fires (residential, commercial, industrial, high-rise, wildland, chemical, aircraft, railway, vehicle, electrical, etc.), engaging or assisting in any necessary actions to mitigate threats to life, property or the environment.

OBJECTIVES

- Respond to an estimated 12,000 emergencies annually, including fires, emergency medical service incidents, hazardous material incidents, technical rescues, and miscellaneous calls for assistance.
- Maintain established 90th percentile benchmarks for all fire incidents.
- Utilize federal Urban Areas Security initiative (UASI) grant monies to fund trainings and equipment that will enhance the Department's response capability for chemical, biological, radiological, nuclear, or explosives incidents.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**68.600**	**68.600**	**67.400**	**(1.200)**
60001.0000 Salaries & Wages	$ 447,602	$ -	$ -	$
60002.0000 Sals&Wags-Sfty	9,973,229	10,468,458	10,777,819	309,362
60002.3505 Sals&Wags-Sfty:Holiday Pay	825,065	654,928	717,445	62,517
60002.4000 Sals&Wags-Sfty:Educational Incen	3,836	-	-	
60006.0000 OT-Nonsafety	6,419	-	-	
60007.0000 Overtime - Safety	4,422,861	3,578,899	2,618,899	(960,000)
60012.0000 Fringe Bnfts	65,274	-	-	
60012.1008 Fringe Bnfts:Retiree Benefits	22,302	1,627	1,757	131
60012.1509 Fringe Bnfts:ER Paid PERS	36,766	-	-	
60016.0000 Frng Bnfts-Sfty	1,397,123	1,503,406	1,722,508	219,101
60016.1008 Frng Bnfts-Sfty:Retiree Bnfts	109,888	92,665	96,935	4,270
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	1,823,679	1,998,875	1,968,806	(30,069)
60016.1528 Frng Bnfts-Sfty:Workers Comp	1,518,522	723,177	909,132	185,955
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UA	2,596,460	3,045,087	3,617,430	572,343
60018.0000 Holding Account	-	390,000	-	(390,000)
60023.0000 Uniform & Tool Allowance	67,680	71,300	71,300	
60027.0000 Taxes - Non Safety	4,840	-	-	
60028.0000 Taxes - Safety	213,833	200,297	205,689	5,392
60031.0000 Payroll Adjustment	104,794	-	-	
Salaries & Benefits	**23,640,175**	**22,728,717**	**22,707,720**	**(20,997)**

General Fund
Fire Suppression
001.FD02A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62000.0000 Utilities	$ 425,170	$ 377,827	$ 377,827	$
62135.0000 Gov Svcs	633,801	689,546	652,867	(36,679)
62135.1016 Gov Svcs:Strike Team	57,885	-	-	
62170.0000 Priv Cont Svcs	17,520	30,000	34,000	4,000
62300.0000 Spec Dept Supl	17,840	3,500	3,500	
62300.1000 Spec Dept Supl:Fire Fighting	48,606	33,400	53,190	19,790
62300.1002 Spec Dept Supl:Rescue USAR	5,167	5,000	5,000	
62300.1003 Spec Dept Supl:Appliances	11,552	12,500	12,500	
62300.1004 Spec Dept Supl:Hazmat	15,180	10,960	16,000	5,040
62300.1008 Spec Dept Supl:Communications	2,907	4,000	-	(4,000)
62300.1012 Spec Dept Supl:Fire Acad & Rcrt	153,867	320,000	-	(320,000)
62316.0000 Software & Hardware	9,238	26,620	15,000	(11,620)
62405.0000 Uniforms & Tools	34,046	46,500	108,000	61,500
62420.0000 Books & Periodicals	-	500	-	(500)
62435.0000 Gen Equip Maint&Rep	11,682	12,000	12,000	
62435.1001 Gen Equip Maint&Rep:Cylinder Srv	3,983	6,000	-	(6,000)
62450.0000 Bldg Gnds Maint&Rep	15,268	17,700	17,700	
62451.1000 Bldg Maint:Station Supplies	31,310	20,250	35,700	15,450
62455.0000 Equipment Rental	63,788	60,000	60,000	
62470.0000 F533 Office Equip Rental Rate	272,104	573,218	598,049	24,831
62475.0000 F532 Vehicle Equip Rental Rate	1,379,123	1,422,876	1,682,529	259,653
62496.0000 F537 Computer System Rental	396,740	456,372	463,269	6,897
62700.0000 Memberships & Dues	-	450	-	(450)
62820.0000 Bond Interest & Redemption	-	4,670	-	(4,670)
62840.0000 Small Tools	1,656	3,500	-	(3,500)
62845.0000 Bond/Cert Principal Redemption	-	78,750	-	(78,750)
62895.0000 Miscellaneous Expenses	63	-	-	
Materials, Supplies & Services	**3,608,495**	**4,216,139**	**4,147,131**	**(69,008)**
70011.0000 Operating Equipment	$ 159,675	$ -	$ -	$
70023.0532 Capital Contribution:Fund 532	650,000	-	-	
70023.0533 Capital Contribution:Fund 533	550,000	-	-	
Capital Expenses	**1,359,675**	**-**	**-**	
Total Expenses	**$ 28,608,345**	**$ 26,944,856**	**$ 26,854,851**	**$ (90,005)**

General Fund
Emergency Medical Services
001.FD03A

The Emergency Medical Services (EMS) Division provides properly trained personnel and equipment to respond to incidents for medical assistance. Personnel provide basic and advanced life support treatment, as well as ambulance services to transport patients to medical facilities. In addition to Emergency Medical Technician (EMT), paramedic, and assessment paramedic duties, divisional personnel perform regular fire suppression duties.

OBJECTIVES

- Respond to an estimated 11,00 EMS incidents annually.
- Transport an estimated 6,000 patients to appropriate medical facilities annually.
- Maintain established 90th percentile benchmarks for all EMS incidents.
- Provide a Medical Director and an EMS Nurse Educator to monitor, evaluate, and ensure that EMTs and paramedics are delivering the best, modern, pre-hospital medical care to the Burbank community.

CHANGES FROM PRIOR YEAR

$1.625 million in funding was added to the Department's safety overtime budget to continue operating the current 24/7 ambulance pilot program, ensuring expanded capacity in the agency's EMS deployment model.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**46.600**	**46.600**	**47.800**	**1.200**
60001.0000 Salaries & Wages	$ 73,159	$ 153,657	$ 136,014	$ (17,643)
60002.0000 Sals&Wags-Sfty	7,036,001	7,411,066	7,606,263	195,197
60002.3505 Sals&Wags-Sfty:Holiday Pay	556,347	436,619	492,605	55,987
60002.4000 Sals&Wags-Sfty:Educational Incenti	8,553	-	-	
60006.0000 OT-Nonsafety	-	696	696	
60007.0000 Overtime - Safety	3,018,356	1,803,971	2,788,971	985,000
60012.0000 Fringe Bnfts	1,020	24,264	28,615	4,350
60012.1008 Fringe Bnfts:Retiree Benefits	1,178	2,603	2,812	209
60012.1509 Fringe Bnfts:ER Paid PERS	-	14,413	12,364	(2,049)
60012.1528 Fringe Bnfts:Workers Comp	5,577	4,994	4,121	(873)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	28,904	21,335	69,769	48,434
60016.0000 Frng Bnfts-Sfty	968,831	1,048,397	1,197,297	148,900
60016.1008 Frng Bnfts-Sfty:Retiree Bnfts	82,627	63,193	66,105	2,912
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	1,274,520	1,345,855	1,472,671	126,816
60016.1528 Frng Bnfts-Sfty:Workers Comp	1,072,013	510,168	640,474	130,306
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UAL	1,725,673	2,048,895	2,530,037	481,142
60018.0000 Holding Account	-	260,000	-	(260,000)
60023.0000 Uniform & Tool Allowance	46,758	49,650	49,650	
60027.0000 Taxes - Non Safety	-	2,238	1,982	(256)
60028.0000 Taxes - Safety	149,141	131,389	158,594	27,205
60031.0000 Payroll Adjustment	69,862	-	-	
Salaries & Benefits	**16,118,521**	**15,333,403**	**17,259,040**	**1,925,637**

General Fund
Emergency Medical Services
001.FD03A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62135.0000 Gov Svcs	$ 9,963	$ 12,000	$ 12,000	$
62170.0000 Priv Cont Svcs	46,153	77,000	85,000	8,000
62170.1001 Priv Cont Svcs:Temp Staff	125,000	-	-	
62300.0000 Spec Dept Supl	275,627	212,000	275,000	63,000
62300.1000 Spec Dept Supl:Fire Fighting	-	1,600	-	(1,600)
62300.1018 Spec Dept Supl:Wellness	205	-	10,000	10,000
62435.0000 Gen Equip Maint&Rep	1,644	2,000	2,000	
62470.0000 F533 Office Equip Rental Rate	121,698	24,945	199,434	174,489
62475.0000 F532 Vehicle Equip Rental Rate	112,507	103,215	351,813	248,598
62496.0000 F537 Computer System Rental	232,663	262,018	307,356	45,338
62700.0000 Memberships & Dues	150	495	495	
62710.0000 Travel	-	250	-	(250)
62755.0000 Training-General	43,108	40,000	40,650	650
62895.0000 Miscellaneous Expenses	99	400	-	(400)
Materials, Supplies & Services	**968,816**	**735,923**	**1,283,748**	**547,825**
Total Expenses	**$ 17,087,337**	**$ 16,069,326**	**$ 18,542,788**	**$ 2,473,462**

General Fund
Emergency Management
001.FD04A

The Emergency Management Division develops, implements, and maintains a comprehensive program to ensure that the City and the community are ready for various threats including earthquakes, hazardous material incidents, brush fires, plane crashes, riots, and terrorism. Critical program elements include disaster preparedness, hazard mitigation, response procedures, and recovery operations. The Emergency Management Administrator also manages the Burbank Fire Corps, a volunteer group that provides community outreach and non-hazardous support to the Fire Department.

OBJECTIVES

- Ensure effective and efficient community-wide response to disasters and other emergencies.
- Train City employees and residents for a disaster.
- Ensure a well-prepared emergency management organization, including a functional Emergency Operations Center (EOC) and disaster plan.
- Organize and train neighborhood response teams.
- Where possible, mitigate disaster-related hazards.
- Reduce loss of life and property in the event of a disaster and return the community to normalcy as quickly as possible.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**1.000**	**1.000**	**1.000**	
60001.0000 Salaries & Wages	$ 153,724	$ 153,366	$ 174,637	$ 21,271
60006.0000 OT-Nonsafety	-	5,743	5,743	
60012.0000 Fringe Bnfts	16,510	18,047	21,872	3,824
60012.1008 Fringe Bnfts:Retiree Benefits	907	813	879	65
60012.1509 Fringe Bnfts:ER Paid PERS	15,152	14,386	15,875	1,489
60012.1528 Fringe Bnfts:Workers Comp	1,718	1,948	1,642	(306)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	28,071	29,040	31,889	2,849
60027.0000 Taxes - Non Safety	2,238	2,307	2,616	308
60031.0000 Payroll Adjustment	649	-	-	
Salaries & Benefits	**218,968**	**225,650**	**255,151**	**29,501**
62170.0000 Priv Cont Svcs	$ 9,728	$ 10,000	$ 10,000	$
62300.0000 Spec Dept Supl	10,020	10,000	10,000	
62316.0000 Software & Hardware	-	-	11,000	11,000
62420.0000 Books & Periodicals	-	750	-	(750)
62470.0000 F533 Office Equip Rental Rate	5,211	5,211	5,211	
62475.0000 F532 Vehicle Equip Rental Rate	-	-	23,709	23,709
62496.0000 F537 Computer System Rental	45,348	84,384	70,514	(13,870)
62635.1000 Emerg Prep:EOC	7,629	7,200	7,200	
62635.1001 Emerg Prep:CDV	2,306	2,500	2,500	
62635.1002 Emerg Prep:Zone Wardens	1,000	1,000	1,000	
62635.1003 Emerg Prep:Disaster Contn Supl	5,347	6,000	6,000	
62700.0000 Memberships & Dues	75	350	350	
62710.0000 Travel	-	250	-	(250)
62755.0000 Training-General	1,865	5,000	6,000	1,000
62895.0000 Miscellaneous Expenses	966	1,000	1,000	
Materials, Supplies & Services	**89,494**	**133,645**	**154,484**	**20,839**
Total Expenses	**$ 308,463**	**$ 359,295**	**$ 409,635**	**$ 50,340**

General Fund
Fire Apparatus and Equipment
001.FD05A

The Fire Apparatus and Equipment Division is staffed with two highly trained and qualified personnel who maintain all heavy emergency apparatus and equipment. These civilians are also on call for unanticipated emergencies on a 24-hour basis.

OBJECTIVES

- Organize and maintain emergency apparatus and equipment.
- Remain current on fire apparatus and equipment technology.
- Train firefighters on apparatus and equipment use.
- Provide 24-hour, on-call response.
- Keep staff well-informed on fire apparatus and equipment operations.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.000**	**2.000**	**2.000**	
60001.0000 Salaries & Wages	$ 209,446	$ 226,563	$ 213,082	$ (13,481)
60006.0000 OT-Nonsafety	1,427	610	610	
60012.0000 Fringe Bnfts	44,421	52,379	57,215	4,836
60012.1008 Fringe Bnfts:Retiree Benefits	1,813	1,627	1,757	131
60012.1509 Fringe Bnfts:ER Paid PERS	19,952	21,403	19,516	(1,887)
60012.1528 Fringe Bnfts:Workers Comp	27,658	-	-	
60012.1531 Fringe Bnfts:ER Paid PERS UAL	28,948	34,578	28,646	(5,932)
60015.0000 Wellness Program Reimbursement	248	-	-	
60016.1528 Frng Bnfts-Sfty:Workers Comp	-	14,740	16,875	2,135
60023.0000 Uniform & Tool Allowance	1,305	1,610	1,610	
60027.0000 Taxes - Non Safety	3,116	3,317	3,122	(195)
60031.0000 Payroll Adjustment	14,877	-	-	
Salaries & Benefits	**353,210**	**356,827**	**342,434**	**(14,394)**
62170.0000 Priv Cont Svcs	$ 15,690	$ 3,750	$ 4,168	$ 418
62300.0000 Spec Dept Supl	293	1,200	1,200	
62405.0000 Uniforms & Tools	-	250	250	
62430.0000 Auto Eqp Maint & Repair	560	-	-	
62435.0000 Gen Equip Maint&Rep	-	298	-	(298)
62475.0000 F532 Vehicle Equip Rental Rate	13,773	11,828	14,603	2,775
62496.0000 F537 Computer System Rental	13,430	18,298	22,550	4,252
62700.0000 Memberships & Dues	-	100	100	
62755.0000 Training-General	1,919	2,000	2,000	
62895.0000 Miscellaneous Expenses	93	120	-	(120)
Materials, Supplies & Services	**45,758**	**37,844**	**44,871**	**7,027**
70023.0532 Capital Contribution:Fund 532	$ -	$ -	$ 1,992,925	$ 1,992,925
Capital Expenses	**-**	**-**	**1,992,925**	**1,992,925**
Total Expenses	**$ 398,968**	**$ 394,671**	**$ 2,380,230**	**$ 1,985,558**

General Fund
Training and Safety
001.FD06A

The Fire Department Training and Safety Division ensures that personnel are trained and competency is maintained to effectively, efficiently, and safely execute all responsibilities such as individual and company skills, organizational culture and values, and the numerous local, state, and federal requirements.

OBJECTIVES

- Provide high-level training for emergency responders in the areas of "all-risk" incidents.
- Conduct firefighter recruit academies as necessary to train recruits in the delivery of emergency services and fill current and anticipated vacancies.
- Coordinate promotional exams for sworn personnel.
- Develop and implement leadership training for Company Officers.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**3.000**	**3.000**	**3.000**	
60001.0000 Salaries & Wages	$ 134	$ -	$ -	$
60002.0000 Sals&Wags-Sfty	456,110	555,174	603,334	48,160
60002.3505 Sals&Wags-Sfty:Holiday Pay	12,294	-	26,171	26,171
60002.4000 Sals&Wags-Sfty:Educational Incen	6,024	-	-	
60007.0000 Overtime - Safety	116,750	140,931	140,931	
60012.1008 Fringe Bnfts:Retiree Benefits	2,788	813	879	65
60016.0000 Frng Bnfts-Sfty	54,294	81,583	89,932	8,349
60016.1008 Frng Bnfts-Sfty:Retiree Bnfts	946	2,834	2,964	131
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	69,849	100,558	107,395	6,837
60016.1528 Frng Bnfts-Sfty:Workers Comp	89,918	36,074	49,735	13,660
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UA	69,145	95,247	129,581	34,334
60023.0000 Uniform & Tool Allowance	2,138	3,250	3,250	
60028.0000 Taxes - Safety	8,335	10,141	11,218	1,078
Salaries & Benefits	**888,727**	**1,026,605**	**1,165,390**	**138,785**
62300.0000 Spec Dept Supl	$ 29,102	$ 26,200	$ 40,000	$ 13,800
62300.1004 Spec Dept Supl:Hazmat	212	-	-	
62420.0000 Books & Periodicals	-	3,000	-	(3,000)
62470.0000 F533 Office Equip Rental Rate	1,983	1,983	1,983	
62475.0000 F532 Vehicle Equip Rental Rate	17,502	16,711	16,473	(238)
62496.0000 F537 Computer System Rental	14,696	42,974	38,775	(4,199)
62700.0000 Memberships & Dues	684	560	560	
62710.0000 Travel	-	500	-	(500)
62755.0000 Training-General	31,932	30,676	44,676	14,000
62755.1003 Training-General:Live Fire Training	-	5,000	-	(5,000)
62755.1004 Training-General:ASHE	-	3,000	-	(3,000)
62755.1005 Training-General:Technical Rescue	1,195	2,000	-	(2,000)
62755.1006 Training-General:Professional Dev	-	10,000	-	(10,000)
62755.1007 Training-General:Staffing	-	25,000	-	(25,000)
62895.0000 Miscellaneous Expenses	-	1,000	-	(1,000)
Materials, Supplies & Services	**97,306**	**168,604**	**142,467**	**(26,137)**
Total Expenses	**$ 986,033**	**$ 1,195,209**	**$ 1,307,857**	**$ 112,648**

General Fund
Administration Division
001.FD07A

The Administration Division provides support to the operations of all divisions within the Fire Department. Activities conducted within this division include budget preparation, grant management, personnel administration, development of departmental policies and procedures, legislative monitoring, and the coordination of technology improvements and other special projects. The Office of the Fire Chief is also within the Administration Division.

OBJECTIVES

- Oversee Fire Department budget, purchasing, grants, and other financial systems.
- Recruit for the fire academy and hire qualified applicants to maintain appropriate staffing levels in effort to meet service demand.
- Provide administrative support and assistance to other divisions.
- Develop and implement new policies and procedures.
- Coordinate interdivisional and interdepartmental activities and special projects.
- Monitor and implement City Council goals, priorities, and objectives.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**7.800**	**7.800**	**8.800**	**1.000**
60001.0000 Salaries & Wages	$ 469,493	$ 644,490	$ 664,422	$ 19,931
60002.0000 Sals&Wags-Sfty	1,061,130	801,275	889,840	88,565
60002.3505 Sals&Wags-Sfty:Holiday Pay	19,578	-	-	
60002.4000 Sals&Wags-Sfty:Educational Incenti	10,069	-	-	
60006.0000 OT-Nonsafety	116	-	-	
60007.0000 Overtime - Safety	21,651	-	-	
60012.0000 Fringe Bnfts	109,655	146,816	178,372	31,556
60012.1008 Fringe Bnfts:Retiree Benefits	6,933	6,345	7,733	1,388
60012.1509 Fringe Bnfts:ER Paid PERS	50,299	60,453	60,396	(57)
60012.1528 Fringe Bnfts:Workers Comp	8,938	11,371	9,761	(1,610)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	159,359	71,575	105,929	34,354
60015.0000 Wellness Program Reimbursement	343	-	-	
60016.0000 Frng Bnfts-Sfty	85,663	89,602	97,060	7,458
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	135,214	123,226	130,806	7,581
60016.1528 Frng Bnfts-Sfty:Workers Comp	114,131	50,855	68,733	17,879
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UAL	166,268	186,439	274,387	87,948
60022.0000 Car Allowance	-	4,488	6,000	1,512
60023.0000 Uniform & Tool Allowance	3,231	1,800	1,800	
60027.0000 Taxes - Non Safety	6,858	9,345	9,634	289
60028.0000 Taxes - Safety	13,141	11,415	12,680	1,265
60031.0000 Payroll Adjustment	12,048	-	-	
Salaries & Benefits	**2,454,118**	**2,219,494**	**2,517,553**	**298,059**

General Fund
Administration Division
001.FD07A

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62170.0000 Priv Cont Svcs	$ 90,453	$ 27,000	$ 34,000	$ 7,000
62300.0000 Spec Dept Supl	967	5,000	10,000	5,000
62300.1000 Spec Dept Supl:Fire Fighting	-	5,000	-	(5,000)
62300.1018 Spec Dept Supl:Wellness	-	15,000	-	(15,000)
62310.0000 Office Supplies, Postage & Print	9,943	10,000	10,000	
62405.0000 Uniforms & Tools	42,538	28,000	-	(28,000)
62435.1000 Gen Equip Maint&Rep:Phys Fitness	1,550	2,600	2,600	
62455.0000 Equipment Rental	7,928	23,080	-	(23,080)
62470.0000 F533 Office Equip Rental Rate	57,887	57,887	57,887	
62496.0000 F537 Computer System Rental	65,394	102,073	107,966	5,893
62635.1000 Emerg Prep:EOC	(840)	-	-	
62710.0000 Travel	-	500	-	(500)
62745.0000 Safety Program	-	2,000	-	(2,000)
62755.0000 Training-General	12,470	8,250	12,400	4,150
62895.0000 Miscellaneous Expenses	61,790	1,500	35,209	33,709
Materials, Supplies & Services	**350,080**	**287,890**	**270,062**	**(17,828)**
Total Expenses	**$ 2,804,198**	**$ 2,507,384**	**$ 2,787,615**	**$ 280,231**

Public Improvements Fund
Fire Administration Division
127.FD07A/CD33B

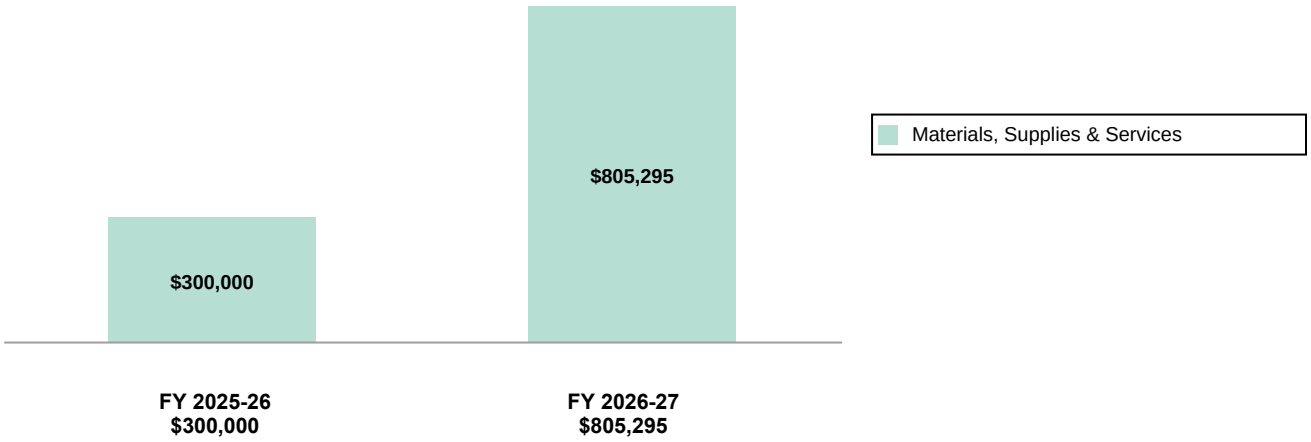
This program provides improvements through the receipt of Development Impact Fees collected by the Community Development Department. This section provides funding for capital improvement projects associated with the Fire Department.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
70019.0000 Building Improvements	$ 49,410	$ -	$ 50,000	$ 50,000
Capital Expenses	**49,410**	**-**	**50,000**	**50,000**
Total Expenses	**$ 49,410**	**-**	**$ 50,000**	**$ 50,000**

Vehicle Equipment Replacement Fund
Fire Supression
532.FDZZZ

This Fund provides for the replacement, repair, and maintenance of all motorized equipment. This section includes vehicles and small equipment used by the Fire Department.

Fire Department Vehicle Equipment Replacement Fundy Summary



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62430.0000 Auto Eqp Maint & Repair	$ 558,727	$ 300,000	$ 350,000	$ 50,000
62780.0000 Fuel - Oil	156,419	-	-	
63015.0000 Depreciation Exp - Mach & Equip	157,410	-	93,672	93,672
63035.0000 Depreciation Exp - Vehicles	373,754	-	361,623	361,623
Materials, Supplies & Services	**1,246,310**	**300,000**	**805,295**	**505,295**
15041.0000 Machinery and Equip-Clearing	$ (79,988)	$ -	$ -	$
15101.0000 Vehicles-Clearing	77,127	-	-	
Capital Assets	**(2,861)**	**-**	**-**	
Total Expenses	**$ 1,243,449**	**$ 300,000**	**$ 805,295**	**$ 505,295**

FIRE
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST I (M)	1.000	-	-	
ADM ANALYST II (M)	-	2.000	2.000	
AST FIRE MARSHAL	1.000	1.000	1.000	
DEP FIRE CHIEF	1.000	1.000	1.000	
EMERGENCY MGT ADMSTR	1.000	1.000	1.000	
EMS NURSE SPECIALIST	1.000	1.000	1.000	
EXEC AST	1.000	1.000	1.000	
FIRE ADMSTR	1.000	1.000	1.000	
FIRE BATTALION CHIEF	7.000	7.000	7.000	
FIRE CAPTAIN	31.000	31.000	31.000	
FIRE CHIEF	1.000	1.000	1.000	
FIRE ENG	25.000	25.000	25.000	
FIRE EQUIP MECH	1.000	1.000	1.000	
FIRE EQUIP SPECIALIST	1.000	1.000	1.000	
FIRE FIGHTER	60.000	60.000	60.000	
FIRE INSP I	4.000	4.000	4.000	
FIRE INSP II	1.000	1.000	1.000	
INTERMEDIATE CLK	4.000	3.000	3.000	
PRIN CLK	1.000	1.000	1.000	
SR CLK	1.000	1.000	1.000	
TOTAL STAFF YEARS	**144.000**	**144.000**	**144.000**	

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POLICE

MISSION STATEMENT

The mission of the Burbank Police Department (BPD) is to protect life and property, provide professional police services, and work in partnership with the community.

ABOUT POLICE DEPARTMENT

The Department has adopted the following core values: Respect - Protecting the rights and dignity of all individuals as determined by the United States Constitution and the laws of the State of California; Integrity - Commitment to ethical conduct and acceptance of personal responsibility and accountability for every action and decision; and Excellence - Pursuit of quality through continuous improvement.

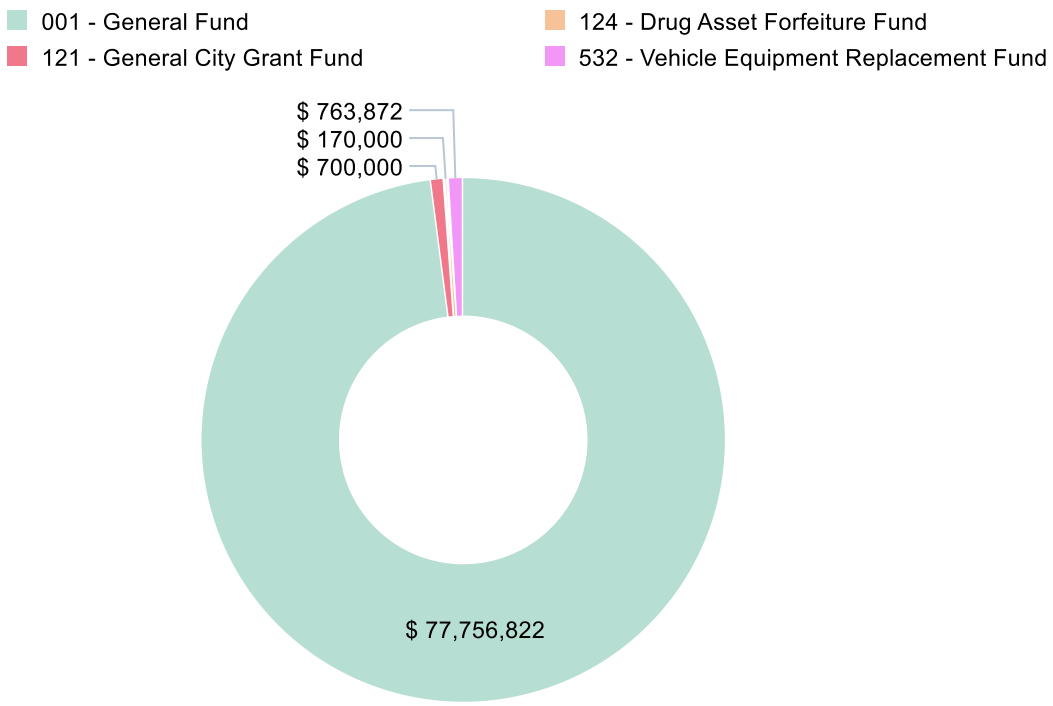
To fulfill its mission, the Department operates through four major divisions: Patrol, Investigations, Administrative Services, and Support Services.

DEPARTMENT SUMMARY

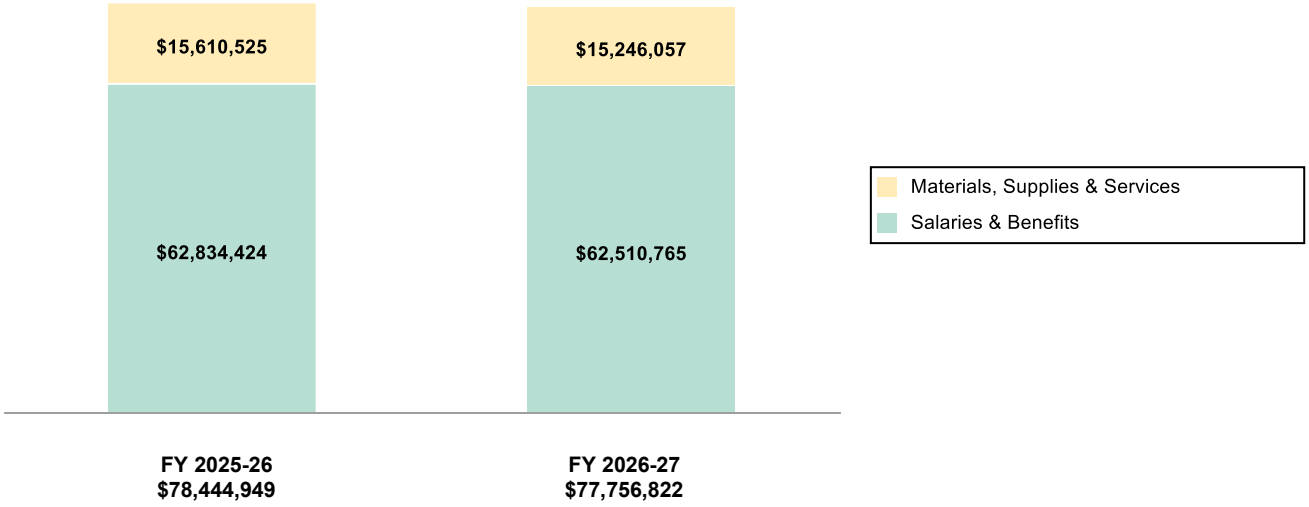
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**265.780**	**265.780**	**256.780**	**(9.000)**
Salaries & Benefits	$ 61,445,315	$ 62,834,424	$ 62,510,765	$ (323,659)
Materials, Supplies & Services	15,376,467	15,610,525	16,179,929	569,404
Capital Assets	-	2,377,875	-	(2,377,875)
Capital Expenses	35,060	-	700,000	700,000
TOTAL	**$ 76,856,842**	**$ 80,822,824**	**$ 79,390,694**	**$ (1,432,130)**

POLICE

DEPARTMENT SUMMARY



GENERAL FUND SUMMARY



General Fund
Field Operations Division
001.PD01A-H

The Field Operations Division is responsible for responding to all calls for service, conducting initial field investigations, and actively preventing crime through proactive patrols and enforcement measures. Its personnel serve as first responders to critical incidents and significant events. The Division consists of Patrol, Gang Unit, Air Support, Traffic Bureau, the K-9 Unit, and the Special Weapons and Tactics (SWAT) Team. The key objectives of the Patrol Division include crime prevention and deterrence, apprehension of offenders, recovery and return of stolen property, traffic management, ensuring traffic safety, providing public service, and swift disaster response.

The Field Operations Division continuously strives to enhance its effectiveness by focusing deployments in areas with the highest call and crime volumes and by fostering improved communication throughout the organization. It regularly incorporates advancements in training, management, and equipment to support crime prevention strategies.

The Traffic Bureau, a crucial component of the Patrol Division, oversees the enforcement of traffic and parking laws for all users of the City's roadways and investigates traffic collisions. It also conducts traffic education programs for community members. In addition, the Traffic Bureau manages Parking Enforcement, which is a separate cost center, and Citation Management. Citation Management handles the processing of parking citations, scheduling citation appeal hearings, issuance of residential and commercial alarm permits, and management of associated invoices.

As a major hub for the motion picture and television industry, the City of Burbank actively fosters a positive environment for production companies that film within City limits. The Film Permit Section, overseen by the Traffic Bureau, manages the processing, approval, and staffing assignment for all permitted filming activities within the City.

OBJECTIVES

- Discuss current crime and traffic trends in roll call briefing prior to each shift.
- Assign specific crime or traffic missions to officers or units to accomplish during each shift.
- Deploy uniformed officers for high-visibility crime prevention activities across the community.
- Perform daily self-initiated interactions between officers and community members.
- Collect information from community contacts to enhance crime prevention efforts.
- Utilize strategic crime prevention tactics based on accurate and timely crime analysis.
- Enforce traffic laws, prioritize enforcement in locations with high occurrences of collisions, and assist in ensuring the orderly movement of traffic.
- Promptly investigate all observed or reported suspicious activities.
- Prioritize the response and investigation of violent crimes, hate crimes, and individuals driving under the influence of alcohol and/or drugs.
- Maintain readiness of the SWAT team for the response to and resolution of emerging threats and critical incidents.
- Utilize the Joint Air Support Unit to bolster patrol, traffic operations, and investigations.
- Maintain emergency preparedness of all Patrol Division personnel.
- Prioritize high-visibility patrols in areas such as the Burbank Town Center, the Empire Center, Downtown Burbank, Magnolia Park, and other locations within the City with elevated risks of victimization.
- Maintain liaison with Area C mutual aid law enforcement agencies.
- Prioritize self-initiated park checks and enforce all relevant laws, collaborating closely with the Parks and Recreation Department to safeguard the safety of all users of the City's recreational facilities.
- Enhance public awareness of traffic safety through education programs at schools, senior living facilities, community organizations, and other public forums.
- Continue to seek grant funding to support enhanced Drinking Under the Influence (DUI) and traffic enforcement activities.
- Conduct timely follow-up contacts with crime victims by officers assigned to the beat where the crime occurred.
- Provide timely and relevant information to victims regarding available services and resources.
- Continue to support and participate in community education and public awareness programs such as Neighborhood Watch.
- Continue training to develop and enhance the skill sets of the Patrol and Traffic Bureau personnel to optimize service delivery.

General Fund
Patrol Division
001.PD01A-H

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**110.115**	**110.150**	**110.150**	
60001.0000 Salaries & Wages	$ 790,668	$ 428,641	$ 449,664	$ 21,024
60002.0000 Sals&Wags-Sfty	14,257,721	15,933,189	15,697,833	(235,355)
60002.2004 Sals&Wags-Sfty:Fld Trng Ofc	94,600	110,384	84,911	(25,473)
60002.3505 Sals&Wags-Sfty:Holiday Pay	725,787	622,280	625,478	3,198
60006.0000 OT-Nonsafety	23,452	10,000	10,000	
60007.0000 Overtime - Safety	3,539,936	720,399	720,399	
60012.0000 Fringe Bnfts	136,931	118,123	103,426	(14,698)
60012.1008 Fringe Bnfts:Retiree Benefits	4,235	5,816	6,283	467
60012.1509 Fringe Bnfts:ER Paid PERS	73,382	40,206	40,875	668
60012.1528 Fringe Bnfts:Workers Comp	13,141	12,080	11,170	(909)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	75,025	148,925	142,834	(6,091)
60015.0000 Wellness Program Reimbursement	248	-	-	
60016.0000 Frng Bnfts-Sfty	2,133,746	2,240,086	2,777,713	537,627
60016.1008 Frng Bnfts-Sfty:Retiree Bnfts	93,803	95,127	101,853	6,725
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	3,055,431	3,044,979	3,013,204	(31,775)
60016.1528 Frng Bnfts-Sfty:Workers Comp	2,473,427	2,427,944	1,507,796	(920,148)
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UAL	5,220,764	5,532,619	5,822,825	290,206
60022.0000 Car Allowance	-	1,122	1,500	378
60023.0000 Uniform & Tool Allowance	120,887	129,163	129,163	
60027.0000 Taxes - Non Safety	10,170	6,362	6,667	305
60028.0000 Taxes - Safety	267,301	253,912	250,172	(3,740)
60031.0000 Payroll Adjustment	198,283	-	-	
Salaries & Benefits	**33,308,937**	**31,881,356**	**31,503,764**	**(377,591)**

General Fund
Patrol Division
001.PD01A-H

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62085.0000 Other Professional Svcs	$ 30,111	$ 46,000	$ 60,000	$ 14,000
62135.0000 Gov Svcs	156,967	303,595	303,595	
62170.0000 Priv Cont Svcs	200	14,175	14,175	
62220.0000 Insurance	3,379,877	5,050,500	3,342,888	(1,707,612)
62300.0000 Spec Dept Supl	356,117	26,500	26,500	
62310.0000 Office Supplies, Postage & Print	10,160	14,000	14,000	
62316.0000 Software & Hardware	62,125	38,850	38,850	
62405.0000 Uniforms & Tools	4,750	7,958	7,958	
62420.0000 Books & Periodicals	-	1,480	1,480	
62435.0000 Gen Equip Maint&Rep	5,580	7,250	7,250	
62451.0000 Bldg Maint	149	-	-	
62455.0000 Equipment Rental	1,375	2,000	-	(2,000)
62470.0000 F533 Office Equip Rental Rate	-	34,333	37,311	2,978
62475.0000 F532 Vehicle Equip Rental Rate	1,454,859	1,519,066	1,751,316	232,250
62485.0000 F535 Communication Rental	838,715	838,715	884,231	45,516
Rate 62496.0000 F537 Computer System	2,340,042	1,922,462	2,016,854	94,392
Rental 62745.0000 Safety Program	37,138	35,285	35,285	
62755.0000 Training-General	43,977	44,050	44,050	
62820.0000 Bond Interest & Redemption	-	5,708	-	(5,708)
62845.0000 Bond/Cert Principal Redemption	-	96,250	-	(96,250)
62895.0000 Miscellaneous Expenses	4,969	9,616	8,116	(1,500)
Materials, Supplies & Services	**8,727,111**	**10,017,793**	**8,593,859**	**(1,423,934)**
Total Expenses	**$ 42,036,048**	**$ 41,899,149**	**$ 40,097,623**	**$ 1,801,526**

General Fund
Investigation Division
001.PD02A-K

The Investigations Division is responsible for conducting criminal investigations and collecting, analyzing, and preserving evidence to support criminal prosecutions. The Division consists of the Detective Bureau, Forensics Section, Property and Evidence Section, High-Tech Crime Unit, and Crime Analysis Unit.

Detective Bureau
The Detective Bureau is comprised of the Crimes Against Persons Unit and the Crimes Against Property Unit. The Crimes Against Persons Unit includes the Domestic and Family Crimes Unit, the Gang Unit, the Criminal Intelligence Detail, and the Persons Detail. The Crimes Against Property Unit is comprised of the Crimes Against Property Detail and the Special Investigations Detail.

The Domestic and Family Crimes Unit is responsible for investigating crimes committed by juveniles, conducting child abuse investigations, and investigating domestic violence and other family-related crimes. Additionally, it manages the School Resource Officer program. The Gang Unit investigates all gang-related crimes and most weapons-related crimes. The Criminal Intelligence Detail investigates hate crimes and other sensitive criminal investigations. The Persons Detail investigates violent crimes and those with the potential for violence, with the Arson/Explosive Investigator assigned to this Detail. The Property Detail investigates all types of theft, including burglary, auto theft, and fraud. The Traffic Detail investigates traffic collisions, including circumstances of traffic accidents and documenting evidence. The Special Investigations Detail investigates cases related to alcohol, commercial sex, gambling, narcotics violations, and deaths resulting from overdose.

The Crime Analysis Unit analyzes crime patterns and trends to support strategic personnel deployment for crime prevention and suppression.

Forensics Section
The Forensics Section processes crime scenes to collect and preserve evidence. It conducts latent fingerprint comparisons using the Multimodal Biometric Identification System (MBIS) and the Integrated Automated Fingerprint Identification System (IAFIS) to identify suspects. The IAFIS is a national fingerprint and criminal history system managed by the Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Division, maintaining the largest biometric database globally.

Property and Evidence Section
The Property and Evidence Section ensures proper storage, disposal, and chain of custody for all property in the Department's custody, adhering to International Association for Property and Evidence (IAPE) standards.

High-Tech Crimes Unit
The High-Tech Crime Unit oversees the forensic search and recovery of evidence from electronic devices such as computers and cellular phones. As part of the Internet Crimes Against Children (ICAC) Task Force, the unit aids in investigating technology-facilitated child sexual exploitation and internet crimes against children.

OBJECTIVES

- Thoroughly investigate all cases, assist in the prosecution of all filed cases, and ensure the return of stolen property to victims.
- Properly assess all narcotics and money laundering cases for potential asset forfeiture.
- Notify businesses that selling alcohol and tobacco products to minors is prohibited in an effort to reduce alcohol-related accidents and teen smoking.
- Conduct strategized decoy programs in an effort to prevent alcohol and cigarette sales to minors.
- Provide timely and relevant information to victims regarding available services and resources.
- Work with juvenile offenders to provide the proper intervention of the court and/or other social agencies in an effort to reduce recidivism.
- Monitor gang activity occurring in or affecting the City of Burbank and interdict illegal gang-motivated activities by gathering criminal intelligence and conducting enforcement details.
- Thoroughly search, collect, process, and analyze criminal evidence.
- Utilize technology, crime analysis, and forensic resources to prevent and/or solve crimes.
- Collaborate on task forces and regional crime prevention initiatives.
- Identify crime trends and utilize appropriate resources to apprehend responsible individuals.
- Maintain current affiliation with professional law enforcement organizations associated with conducting criminal investigations.
- Maintain industry best practices for the packaging, storage, management, and recordation of evidence.

General Fund
Patrol Division
001.PD02A-K

CHANGES FROM PRIOR YEAR

Other professional services were increased by $23,340 for the cost of the cross-jurisdictional data exchange software contract.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**49.250**	**49.250**	**50.250**	**1.000**
60001.0000 Salaries & Wages	$ 829,194	$ 920,948	$ 1,081,659	$ 160,712
60002.0000 Sals&Wags-Sfty	4,689,337	6,833,872	6,660,572	(173,300)
60002.3505 Sals&Wags-Sfty:Holiday Pay	233,753	253,020	265,255	12,235
60006.0000 OT-Nonsafety	71,204	9,800	9,800	
60007.0000 Overtime - Safety	1,140,537	159,634	159,634	
60012.0000 Fringe Bnfts	125,020	175,506	211,222	35,715
60012.1008 Fringe Bnfts:Retiree Benefits	5,187	9,151	10,765	1,613
60012.1509 Fringe Bnfts:ER Paid PERS	91,244	86,385	98,323	11,938
60012.1528 Fringe Bnfts:Workers Comp	19,496	19,638	21,159	1,522
60012.1531 Fringe Bnfts:ER Paid PERS UAL	120,566	116,150	190,670	74,520
60015.0000 Wellness Program Reimbursement	990	-	-	
60016.0000 Frng Bnfts-Sfty	669,862	950,547	1,097,240	146,694
60016.1008 Frng Bnfts-Sfty:Retiree Bnfts	34,925	35,095	37,577	2,481
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	912,060	1,280,619	1,258,244	(22,375)
60016.1528 Frng Bnfts-Sfty:Workers Comp	1,020,734	1,031,078	635,591	(395,486)
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UAL	1,375,992	1,506,254	1,696,137	189,883
60022.0000 Car Allowance	-	1,122	1,500	378
60023.0000 Uniform & Tool Allowance	34,700	48,413	48,413	
60027.0000 Taxes - Non Safety	13,512	13,505	15,835	2,330
60028.0000 Taxes - Safety	84,487	105,708	103,368	(2,340)
60031.0000 Payroll Adjustment	63,432	-	-	
Salaries & Benefits	**11,536,232**	**13,556,443**	**13,602,963**	**46,520**

General Fund
Patrol Division
001.PD02A-K

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62085.0000 Other Professional Svcs	$ 28,038	$ 50,825	$ 50,825	$
62125.0000 Medical Services	40,071	21,000	21,000	
62135.0000 Gov Svcs	194,782	117,000	150,000	33,000
62140.0000 Special Services	14,921	10,000	10,000	
62170.0000 Priv Cont Svcs	31,966	27,700	27,700	
62300.0000 Spec Dept Supl	16,473	16,750	16,750	
62310.0000 Office Supplies, Postage & Print	12,186	12,500	12,500	
62405.0000 Uniforms & Tools	2,486	2,550	2,550	
62420.0000 Books & Periodicals	667	780	780	
62435.0000 Gen Equip Maint&Rep	1,089	4,050	4,050	
62451.0000 Bldg Maint	581	-	-	
62455.0000 Equipment Rental	3,973	4,000	4,000	
62470.0000 F533 Office Equip Rental Rate	-	18,681	18,681	
62475.0000 F532 Vehicle Equip Rental Rate	296,850	253,465	274,406	20,941
62496.0000 F537 Computer System Rental	465,066	399,534	486,041	86,507
62710.0000 Travel	1,118	1,100	1,100	
62745.0000 Safety Program	-	500	500	
62755.0000 Training-General	35,681	34,000	34,000	
62895.0000 Miscellaneous Expenses	922	950	950	
Materials, Supplies & Services	**1,146,870**	**975,385**	**1,115,833**	**140,448**
Total Expenses	**$ 12,683,101**	**$ 14,531,828**	**$ 14,718,796**	**$ 186,968**

General Fund
Administrative Services Division
001.PD03A-G

The Administrative Services Division encompasses the Office of the Chief of Police, Budget & Finance, Professional Standards Bureau, Community Outreach and Personnel Services, the Internal Affairs Bureau, and the Mental Health Evaluation Team (MHET), providing operational support across all departmental divisions and ensuring quality control. The Office of the Chief of Police oversees policy and procedure implementation to ensure the Department operates effectively. The Finance Section manages the Department's budget, procurements, grant funding, and special revenue funds supporting law enforcement operations. The Internal Affairs Bureau conducts administrative investigations, including citizen complaints and personnel investigations. The Professional Standards Bureau updates policies and procedures, conducts audits, handles discovery requests, manages the body-worn and in-car camera program, and researches and assesses emerging enforcement technology. The Community Outreach and Personnel Services Bureau manages public information, training, recruitment, onboarding, and community outreach programs. The MHET provides specialized responses to mental health-related calls by pairing trained officers with licensed clinical social workers.

OBJECTIVES

- Recruit, onboard, and train qualified candidates with a focus on sustaining a diverse workforce.
- Develop and mentor Police Explorers and Police Cadets to prepare them for future careers in law enforcement.
- Prepare recruits for the police academy through participation in a comprehensive pre-academy training program.
- Conduct mediation to support community conflict resolution for non-criminal incidents.
- Maintain an employee scheduling and overtime tracking system to ensure efficient resource management.
- Provide mandated training required by state, city, and accrediting agencies, coordinate both initial and ongoing training for employees, and foster continuous advancement in tactical, investigative, and supervisory practices.
- Maintain a police shooting range to conduct high-quality firearms and defensive tactics training.
- Maintain collaboration with the Los Angeles County Department of Mental Health through the MHET Program to intervene in mental health cases and access appropriate behavioral health care services to assist individuals in need.
- Provide the community with current crime information to enhance community-based policing efforts.
- Develop timely crime analysis reports to direct crime prevention and enforcement efforts.
- Procure necessary equipment and services in the most economically feasible manner while ensuring high-quality standards.
- Facilitate the Community Academy program to provide the opportunity for community members to learn more about the Department's operations.
- Provide community crime prevention programs such as Neighborhood Watch, Business Watch, and safety presentations.
- Provide volunteer training to assist police personnel, support public safety, maximize police responsiveness, promote positive relationships, and enhance trust between members of the Police Department and the community.
- Work in collaboration with the City's Public Information Office to utilize City and Department websites and social media platforms to produce and broadcast crime prevention information.
- Provide information to and liaison with media outlets.
- Maintain an updated Department Policy Manual and ensure all policies are publicly available via the Department's website.
- Continue to implement the personnel early intervention system by conducting audits to identify high utilizers for complaints, use of force incidents, vehicle pursuits, and claims against the Department.
- Promote employee wellness and safety for all personnel by providing ongoing training and resources for building resilience specific to careers in law enforcement.
- Assist the Department and employees with workers' compensation issues.
- Produce and distribute timely community crime notifications and a community newsletter.
- Manage the receipt and processing of Concealed Carry Weapons (CCW) permit applications for private citizens in accordance with legal requirements.
- Conduct internal affairs and citizen complaint investigations in an impartial, efficient, and timely manner.
- Continue to improve Internal Affairs Bureau response protocols for critical incidents.
- Conduct internal audits and maintain a matrix of recurring internal audits.
- Provide administrative support and quality control to all divisions.
- Manage the department's budget, purchasing, grants, and other financial systems as responsible stewards of public funds.
- Work with the Office of Independent Review (OIR) as it relates to recommendations requiring a response from the department.
- Serve as the clearinghouse for all administrative projects and internal investigations.

General Fund
Administrative Services Division
001.PD03A-G

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**30.750**	**30.750**	**29.750**	**(1.000)**
60001.0000 Salaries & Wages	$ 1,681,204	$ 1,489,173	$ 1,608,141	$ 118,968
60002.0000 Sals&Wags-Sfty	2,661,335	2,645,243	2,767,258	122,016
60002.3505 Sals&Wags-Sfty:Holiday Pay	111,741	103,924	89,564	(14,360)
60006.0000 OT-Nonsafety	16,963	7,200	7,200	
60007.0000 Overtime - Safety	548,806	74,767	74,767	
60012.0000 Fringe Bnfts	284,952	291,490	306,492	15,002
60012.1008 Fringe Bnfts:Retiree Benefits	17,205	15,252	15,598	346
60012.1509 Fringe Bnfts:ER Paid PERS	167,016	140,741	147,277	6,536
60012.1528 Fringe Bnfts:Workers Comp	22,082	23,490	17,814	(5,676)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	239,064	257,706	336,851	79,145
60016.0000 Frng Bnfts-Sfty	308,137	339,956	371,675	31,719
60016.1008 Frng Bnfts-Sfty:Retiree Bnfts	11,576	11,083	11,866	784
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	454,537	497,507	519,330	21,823
60016.1528 Frng Bnfts-Sfty:Workers Comp	395,696	399,143	261,534	(137,609)
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UAL	752,911	793,696	848,874	55,178
60022.0000 Car Allowance	-	1,122	1,500	378
60023.0000 Uniform & Tool Allowance	15,766	15,663	15,663	
60027.0000 Taxes - Non Safety	23,717	21,702	23,428	1,725
60028.0000 Taxes - Safety	47,529	41,109	42,666	1,557
60031.0000 Payroll Adjustment	36,570	-	-	
Salaries & Benefits	**7,796,806**	**7,169,966**	**7,467,497**	**297,530**

General Fund
Administrative Services Division
001.PD03A-G

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62000.0000 Utilities	$ 348,532	$ 370,234	$ 370,234	$
62085.0000 Other Professional Svcs	43,816	41,100	41,100	
62135.0000 Gov Svcs	107,906	104,800	104,800	
62170.0000 Priv Cont Svcs	1,597,159	963,610	1,836,431	872,821
62170.1000 Priv Cont Svcs:Spec Elections	1,551	-	-	
62200.0000 Background Checks	6,390	7,900	7,900	
62300.0000 Spec Dept Supl	170,235	97,650	183,000	85,350
62310.0000 Office Supplies, Postage & Print	2,569	2,725	2,725	
62316.0000 Software & Hardware	115,758	123,000	123,000	
62405.0000 Uniforms & Tools	2,022	2,000	2,000	
62420.0000 Books & Periodicals	553	660	660	
62435.0000 Gen Equip Maint&Rep	2,595	4,750	4,750	
62451.0000 Bldg Maint	7,333	10,000	10,000	
62455.0000 Equipment Rental	57,573	96,690	63,690	(33,000)
62470.0000 F533 Office Equip Rental Rate	61,245	61,245	61,245	
62475.0000 F532 Vehicle Equip Rental Rate	127,900	98,654	148,925	50,271
62496.0000 F537 Computer System Rental	318,714	397,573	430,965	33,392
62525.0000 Photography	281	4,000	4,000	
62700.0000 Memberships & Dues	14,142	17,765	12,165	(5,600)
62710.0000 Travel	(5,589)	14,090	14,090	
62745.0000 Safety Program	38,919	39,350	45,058	5,708
62755.0000 Training-General	101,793	94,060	93,060	(1,000)
62800.0000 Fuel-Gas	317	1,000	1,000	
62830.1000 Bank Svc Chg:CC Merchant Fees	9,718	-	-	
62895.0000 Miscellaneous Expenses	13,626	14,020	21,020	7,000
Materials, Supplies & Services	**3,145,059**	**2,566,876**	**3,581,818**	**1,014,942**
Total Expenses	**$ 10,941,865**	**$ 9,736,843**	**$ 11,049,315**	**$ 1,312,472**

General Fund
Parking Enforcement
001.PD05A

Parking Enforcement promotes traffic safety by enforcing parking laws, removing vehicles that obstruct roadways, and impounding abandoned vehicles. It also supports traffic control efforts during special events and manages the School Crossing Guard program, serving designated school sites within the Burbank Unified School District.

OBJECTIVES

- Implement parking enforcement to encourage voluntary compliance with state and local parking laws.
- Provide a program for impounding vehicles abandoned on public property.
- Ensure rapid and effective response to community complaints related to parking issues.
- Assertively enforce parking violations pertaining to fire lanes and accessible designated parking spaces.
- Collaborate with professional service providers to enhance the provision of parking enforcement services.
- Assist children to safely cross the street as they walk or bicycle to and from school and encourage safe behaviors near traffic.
- Conduct traffic control efforts at special events.

CHANGES FROM PRIOR YEAR

In 2022, City Council approved a pilot program for parking enforcement services funded through salary savings from vacant Parking Control Officer positions. The program has been successful, and those salary savings from nine Parking Control Officers are now being transferred to the parking enforcement contract account to formalize the transition. This change also aligns with Assembly Bill 339, enacted on October 13, 2025.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**25.280**	**25.280**	**16.280**	**(9.000)**
60001.0000 Salaries & Wages	$ 274,826	$ 1,277,087	$ 730,222	$ (546,865)
60006.0000 OT-Nonsafety	4,074	22,034	22,034	
60012.0000 Fringe Bnfts	25,871	460,370	231,315	(229,055)
60012.1008 Fringe Bnfts:Retiree Benefits	22,916	20,564	14,306	(6,258)
60012.1509 Fringe Bnfts:ER Paid PERS	13,391	123,847	70,329	(53,518)
60012.1528 Fringe Bnfts:Workers Comp	13,309	16,321	6,931	(9,390)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	59,967	37,805	28,708	(9,097)
60015.0000 Wellness Program Reimbursement	855	-	-	
60023.0000 Uniform & Tool Allowance	-	8,040	7,140	(900)
60027.0000 Taxes - Non Safety	15,391	18,954	11,011	(7,943)
60031.0000 Payroll Adjustment	29,458	-	-	
Salaries & Benefits	**460,058**	**1,985,022**	**1,121,996**	**(863,026)**
62300.0000 Spec Dept Supl	$ 2,658	$ 2,200	$ 2,200	$
62310.0000 Office Supplies, Postage & Print	3,587	8,410	8,410	
62405.0000 Uniforms & Tools	10,689	10,000	10,000	
62435.0000 Gen Equip Maint&Rep	1,358	9,500	-	(9,500)
62475.0000 F532 Vehicle Equip Rental Rate	86,944	57,274	72,992	15,718
62496.0000 F537 Computer System Rental	140,515	170,555	200,451	29,896
Materials, Supplies & Services	**245,751**	**257,939**	**294,053**	**36,114**
Total Expenses	**$ 705,809**	**$ 2,242,961**	**$ 1,416,049**	**$ (826,912)**

General Fund
Communication Center
001.PD06C

The Police Department operates a state-of-the-art 911 Communication Center, certified by the National Center for Missing and Exploited Children in. Serving as the critical first point of contact for emergency calls to Burbank's Police and Fire Departments, the Communication Center receives and processes calls regarding potential emergencies, providing first responders with accurate, comprehensive information for rapid response. Utilizing a Computer-Aided Dispatch (CAD) system, the Communication Center efficiently manages and deploys resources for both emergency and non-emergency services.

OBJECTIVES

- Maintain the effectiveness and efficiency of the Communication Center operation, ensuring prompt responses to calls for service from community members in need.
- Ensure emergency preparedness to guarantee that emergency calls can be answered in the event of a disaster or other incident that may incapacitate the 911 Communication Center.
- Maintain compliance with state and national standards.
- Provide supervisors with essential training in supervision and risk management.
- Continue transition to the statewide next-generation 911 system to enhance service delivery.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**19.000**	**19.000**	**19.000**	
60001.0000 Salaries & Wages	$ 1,028,243	$ 1,736,063	$ 1,870,209	$ 134,146
60002.0000 Sals&Wags-Sfty	12,099	-	-	
60006.0000 OT-Nonsafety	403,987	259,326	259,326	
60012.0000 Fringe Bnfts	212,147	441,634	513,856	72,223
60012.1008 Fringe Bnfts:Retiree Benefits	15,490	15,455	16,696	1,241
60012.1509 Fringe Bnfts:ER Paid PERS	123,895	162,974	170,129	7,155
60012.1528 Fringe Bnfts:Workers Comp	63,691	56,468	56,710	242
60012.1531 Fringe Bnfts:ER Paid PERS UAL	255,877	259,385	261,737	2,352
60015.0000 Wellness Program Reimbursement	1,238	-	-	
60023.0000 Uniform & Tool Allowance	-	1,400	1,400	
60027.0000 Taxes - Non Safety	22,154	28,953	30,899	1,945
60031.0000 Payroll Adjustment	140,620	-	-	
Salaries & Benefits	**2,279,440**	**2,961,659**	**3,180,962**	**219,303**
62170.0000 Priv Cont Svcs	$ 10,798	$ 10,000	$ 10,000	$
62300.0000 Spec Dept Supl	1,025	1,500	1,500	
62405.0000 Uniforms & Tools	2,661	8,600	8,600	
62420.0000 Books & Periodicals	77	850	850	
62435.0000 Gen Equip Maint&Rep	-	1,000	1,000	
62496.0000 F537 Computer System Rental	80,543	83,657	99,625	15,968
62755.0000 Training-General	4,759	5,500	5,500	
62895.0000 Miscellaneous Expenses	457	1,000	1,000	
Materials, Supplies & Services	**100,320**	**112,107**	**128,075**	**15,968**
Total Expenses	**$ 2,379,760**	**$ 3,073,766**	**$ 3,309,037**	**$ 235,271**

General Fund
Support Services Division
001.PD07A-E

The Support Services Division comprises the Records Bureau and the Facility Maintenance Unit, providing operational and logistical support to other divisions and supporting the Department's law enforcement mission.

The Records Bureau is responsible for gathering and processing all information related to arrests and criminal records. Its duties include researching and providing criminal history information to officers and detectives in the field, entering detailed and time-sensitive data related to criminal records, providing customer service at the Department's public counter, and assisting with detainee searches in the Jail. As the custodian of records, the Bureau handles subpoenas duces tecum, conducts Department of Justice audits on various databases, seals records, and ensures compliance with state and federal laws concerning public records requests. Additionally, the Bureau maintains the Department's records retention schedule and facilitates the approved destruction of records.

The Facility Maintenance Unit oversees and maintains facility security systems and promptly addresses building maintenance concerns, ensuring continuous, 24/7 public safety services for the community.

OBJECTIVES

- Efficiently process and maintain all police records while ensuring citizen confidentiality.
- Ensure the timely and accurate provision of information to officers, detectives, and members of the public.
- Continue to maintain a facility that is safe and secure for all employees and members of the public.

General Fund
Support Services Division
001.PD07A-E

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**19.250**	**19.250**	**19.250**	
60001.0000 Salaries & Wages	$ 1,286,651	$ 1,523,590	$ 1,553,069	$ 29,479
60002.0000 Sals&Wags-Sfty	377,016	373,078	428,907	55,829
60006.0000 OT-Nonsafety	169,400	30,350	30,350	
60012.0000 Fringe Bnfts	267,965	356,175	455,940	99,765
60012.1008 Fringe Bnfts:Retiree Benefits	17,529	15,659	16,916	1,257
60012.1509 Fringe Bnfts:ER Paid PERS	143,002	142,913	141,174	(1,739)
60012.1528 Fringe Bnfts:Workers Comp	51,429	47,726	45,162	(2,563)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	277,368	262,009	295,334	33,325
60015.0000 Wellness Program Reimbursement	1,733	-	-	
60016.0000 Frng Bnfts-Sfty	31,138	34,979	42,912	7,933
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	56,915	65,886	76,237	10,350
60016.1528 Frng Bnfts-Sfty:Workers Comp	56,040	53,392	38,740	(14,651)
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UAL	142,008	106,655	105,920	(735)
60022.0000 Car Allowance	-	1,122	1,500	378
60023.0000 Uniform & Tool Allowance	1,219	1,613	1,613	
60027.0000 Taxes - Non Safety	21,418	22,551	22,978	427
60028.0000 Taxes - Safety	3,925	5,354	6,159	805
60031.0000 Payroll Adjustment	101,881	-	-	
Salaries & Benefits	**3,006,638**	**3,043,050**	**3,262,912**	**219,862**
62085.0000 Other Professional Svcs	$ -	$ -	$ 9,500	$ 9,500
62135.0000 Gov Svcs	30	30	30	
62300.0000 Spec Dept Supl	8,167	183,000	8,000	(175,000)
62310.0000 Office Supplies, Postage & Print	11,729	12,500	12,500	
62405.0000 Uniforms & Tools	4,966	6,400	6,400	
62420.0000 Books & Periodicals	-	515	515	
62435.0000 Gen Equip Maint&Rep	2,757	11,990	11,990	
62455.0000 Equipment Rental	1,733	3,640	3,640	
62475.0000 F532 Vehicle Equip Rental Rate	13,588	11,271	3,101	(8,170)
62496.0000 F537 Computer System Rental	180,821	144,056	171,958	27,902
62700.0000 Memberships & Dues	120	225	225	
62755.0000 Training-General	6,681	10,000	10,000	
62895.0000 Miscellaneous Expenses	-	400	400	
Materials, Supplies & Services	**230,591**	**384,027**	**238,259**	**(145,768)**
Total Expenses	**$ 3,237,229**	**$ 3,427,077**	**$ 3,501,171**	**$ 74,094**

General Fund
Air Support Unit
001.PD08A

In 2007, the cities of Burbank and Glendale combined resources to establish the Joint Air Support Unit (JASU). The collaboration aimed to enhance efficiency and cost-effectiveness while enhancing the level of airborne law enforcement. The JASU operates from a joint helicopter facility at the Hollywood Burbank Airport, pursuant to a helicopter maintenance and operations lease agreement involving both cities and the Hollywood Burbank Airport Authority.

The Joint Air Support Unit conducts airborne crime suppression, responds to critical incidents, coordinates field responses for ground units, and serves as a force multiplier to enhance community and officer safety. Additionally, the unit participates in special operations, providing support for criminal investigations, code enforcement, and assisting the Fire Department in airborne command and control operations, including the deployment of firefighters and equipment.

OBJECTIVES

- Emphasize routine and special operations proficiency training to ensure safety as a top priority.
- Integrate the helicopter program into the City's disaster planning, establishing missions and areas of responsibility.
- Conduct special flight operations as necessary.
- Provide proper maintenance to ensure the safe operation of the aircraft.
- Provide air insertion capability for the Special Weapons and Tactics Team (SWAT).
- Familiarize department personnel with Air Support operations.
- Continue to share air resources with the City of Glendale.
- Continue cooperative patrol and flight schedule with the City of Pasadena.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**2.100**	**2.100**	**2.100**	
60002.0000 Sals&Wags-Sfty	$ 337,226	$ 355,209	$ 355,157	$ (53)
60002.2004 Sals&Wags-Sfty:Fld Trng Ofc	8,693	8,491	8,491	
60002.3505 Sals&Wags-Sfty:Holiday Pay	17,945	13,745	13,745	
60007.0000 Overtime - Safety	58,797	6,054	6,054	
60012.0000 Fringe Bnfts	387	-	-	
60012.1008 Fringe Bnfts:Retiree Benefits	289	81	88	7
60016.0000 Frng Bnfts-Sfty	36,421	45,962	50,375	4,412
60016.1008 Frng Bnfts-Sfty:Retiree Bnfts	1,614	1,847	1,978	131
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	59,574	68,017	68,368	350
60016.1528 Frng Bnfts-Sfty:Workers Comp	60,006	54,940	34,646	(20,294)
60016.1531 Frng Bnfts-Sfty:ER Paid PERS UAL	93,984	106,340	111,086	4,746
60023.0000 Uniform & Tool Allowance	2,510	2,500	2,500	
60028.0000 Taxes - Safety	6,237	5,597	5,596	(1)
60031.0000 Payroll Adjustment	2,288	-	-	
Salaries & Benefits	**685,970**	**668,785**	**658,083**	**(10,702)**
62135.0000 Gov Svcs	$ 294,773	$ 369,367	$ 369,367	$
62220.0000 Insurance	21,619	88,856	26,896	(61,960)
62220.1003 Insurance:Helicopter	63,363	75,000	75,000	
62475.0000 F532 Vehicle Equip Rental Rate	350,813	367,523	390,885	23,362
62496.0000 F537 Computer System Rental	9,649	10,627	12,571	1,944
Materials, Supplies & Services	**740,217**	**911,373**	**874,719**	**(36,654)**
Total Expenses	**$ 1,426,187**	**$ 1,580,158**	**$ 1,532,802**	**$ (47,356)**

General Fund
Jail Operations
001.PD09A

The Jail plays a crucial role in the public safety function of any local government and is a vital component of the local criminal justice system. It serves as a facility for processing the intake and short-term detention of pre-arraigned inmates. A well-managed and professional operation ensures the provision of appropriate care and custody for all inmates, maintains a safe and clean jail environment, and minimizes liability exposure. Achieving an effective jail operation requires adherence to rigorous standards and the dedication of a well-trained and high-performing workforce.

OBJECTIVES

- Maintain a jail facility that meets or exceeds federal, state, and local standards.
- Ensure ongoing compliance with California Board of State and Community Corrections Title 15 standards for local detention facilities.
- Offer continuous training and implement industry best practices for detainee supervision, suicide prevention, conducting sensitive searches, managing high-risk inmates, preventing assaults on staff, and fire and disaster response.
- Perform monthly inspections to ensure emergency preparedness for critical events including fire suppression and emergency evacuation.
- Maintain a monthly training program on policies and procedures for emergency preparedness, including fire suppression and emergency evacuation procedures.
- Conduct ongoing review of and amend intake procedures as needed to continue the implementation of industry best practices related to screening inmates for medical, psychological, and mental health issues.

CHANGES FROM PRIOR YEAR

A one-time appropriation of $25,000 in special departmental supplies is budgeted for the benefit and welfare of inmates in jail.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**10.000**	**10.000**	**10.000**	
60001.0000 Salaries & Wages	$ 730,080	$ 826,506	$ 921,336	$ 94,830
60002.0000 Sals&Wags-Sfty	296,055	-	-	
60002.2004 Sals&Wags-Sfty:Fld Trng Ofc	8,693	-	-	
60002.3505 Sals&Wags-Sfty:Holiday Pay	16,126	-	-	
60006.0000 OT-Nonsafety	172,588	162,060	162,060	
60007.0000 Overtime - Safety	108,947	-	-	
60012.0000 Fringe Bnfts	159,411	209,213	254,646	45,433
60012.1008 Fringe Bnfts:Retiree Benefits	7,331	8,134	8,787	653
60012.1509 Fringe Bnfts:ER Paid PERS	90,590	77,526	83,749	6,223
60012.1528 Fringe Bnfts:Workers Comp	93,534	5,426	5,117	(309)
60012.1531 Fringe Bnfts:ER Paid PERS UAL	177,185	168,759	191,783	23,024
60015.0000 Wellness Program Reimbursement	743	-	-	
60016.0000 Frng Bnfts-Sfty	30,188	-	-	
60016.1509 Frng Bnfts-Sfty:ER Paid PERS	75,294	-	-	
60016.1528 Frng Bnfts-Sfty:Workers Comp	-	95,474	68,689	(26,786)
60023.0000 Uniform & Tool Allowance	2,582	700	700	
60027.0000 Taxes - Non Safety	13,663	14,344	15,719	1,375
60028.0000 Taxes - Safety	6,325	-	-	
60031.0000 Payroll Adjustment	58,525	-	-	
Salaries & Benefits	**2,047,860**	**1,568,143**	**1,712,587**	**144,444**

General Fund
Jail Operations
001.PD09A

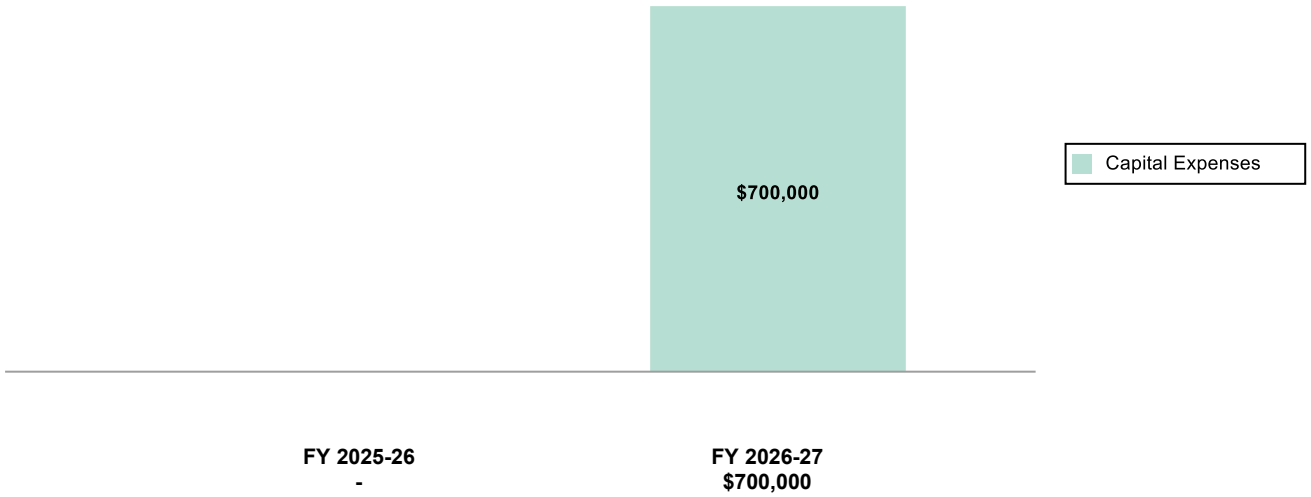
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62125.0000 Medical Services	$ 161,631	$ 163,180	$ 163,180	$
62135.0000 Gov Svcs	463	12,000	12,000	
62170.0000 Priv Cont Svcs	67,521	90,210	90,210	
62300.0000 Spec Dept Supl	72,483	51,700	76,700	25,000
62405.0000 Uniforms & Tools	982	4,000	4,000	
62420.0000 Books & Periodicals	50	50	50	
62435.0000 Gen Equip Maint&Rep	-	1,500	1,500	
62470.0000 F533 Office Equip Rental Rate	-	11,165	11,165	
62496.0000 F537 Computer System Rental	44,071	45,370	54,786	9,416
62755.0000 Training-General	3,422	5,720	5,720	
62895.0000 Miscellaneous Expenses	40	130	130	
Materials, Supplies & Services	**350,663**	**385,025**	**419,441**	**34,416**
Total Expenses	**$ 2,398,523**	**$ 1,953,168**	**$ 2,132,028**	**$ 178,860**

General City Grant Fund
Grants-COPS/DOJ/State
121.All

This fund accounts for grant funding the City receives from Federal, State, and County sources. Any grant funds received during FY 2026-27 will be presented to the City Council for appropriation.

A capital improvement project in the amount of $700,000 is being budgeted for the Real-Time Intelligence Center,

Police Department General City Grant Fund Summary



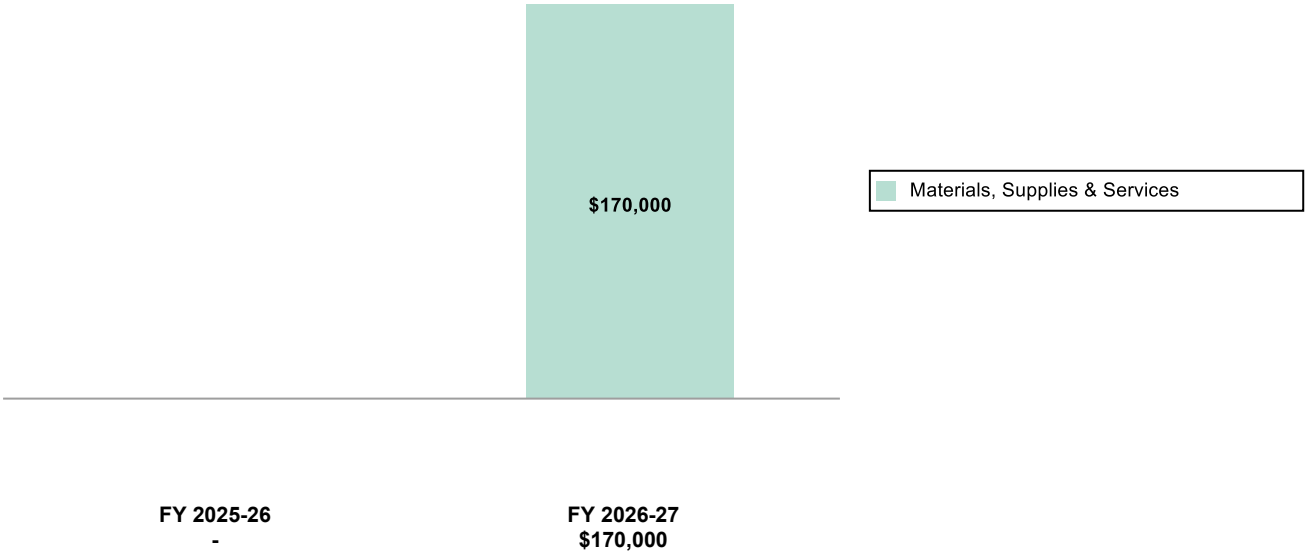
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
60004.0000 State Grant - Salaries	$ 323,374	$ -	$ -	
Salaries & Benefits	**323,374**	**-**	**-**	
62300.0000 Spec Dept Supl	$ 9,591	$ -	$ -	
62755.0000 Training-General	20,573	-	-	
Materials, Supplies & Services	**30,164**	**-**	**-**	
70019.0000 Building Improvements	$ -	$ -	$ 700,000	$ 700,000
Capital Expenses	**-**	**-**	**700,000**	**700,000**
Total Expenses	**$ 353,538**	**$ -**	**$ 700,000**	**$ 700,000**

Drug Asset Forfeiture Fund
Grants-State
124.PD91C

This fund was established to account for Drug Asset Forfeiture revenues and expenditures. Revenue estimates and appropriations will be made only after the drug assets are seized and the revenues are remitted to the City. Any additional Fund 124 revenues and/or appropriations may be approved by the City Council during the fiscal year.

Funding for automated license plate readers are budgeted in equipment rental for $170,000.

Police Department Drug Asset Forfeiture Fund Summary



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62455.0000 Equipment Rental	$ 4,200	$ -	$ 170,000	$ 170,000
Materials, Supplies & Services	**4,200**	**-**	**170,000**	**170,000**
	$ 4,200	**$ -**	**$ 170,000**	**$ 170,000**

Public Improvements Fund
Administrative Services Division
127.PD03A/CD33C

This program funds public improvements through the receipt of Development Impact Fees collected by the Community Development Department. Public Improvement projects funded by this program are restricted to those identified through the impact fee program. This section shows funding for capital improvement projects associated with the Police Department.

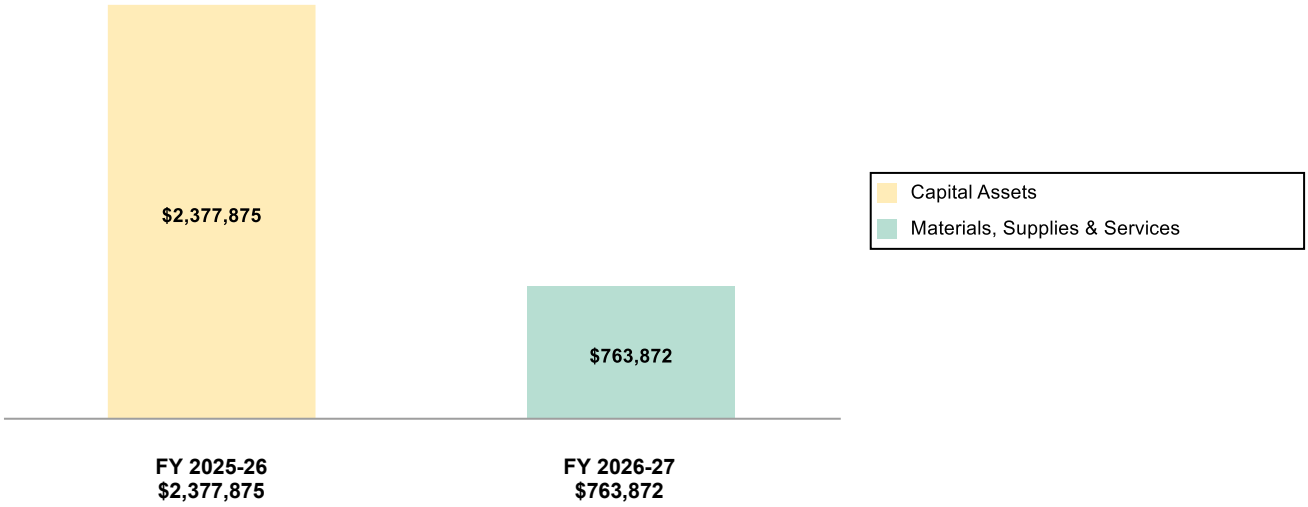
Police Department Public Improvements Fund Summary

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
70019.0000 Building Improvements	$ 35,060	$ -	$ -	$
Capital Expenses	**35,060**	**-**	**-**	
Total Expenses	**$ 35,060**	**-**	**-**	

Vehicle Equipment Replacement Fund
Air Support Unit
532.All

This Fund provides for the replacement, repair, and maintenance of all motorized equipment. This section includes vehicles and small equipment used by the Police Department.

Police Department Vehicle Equipment Replacement Fund Summary



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62780.0000 Fuel - Oil	$ 2,153	$ -	$ -	$
63015.0000 Depreciation Exp - Mach & Equip	64,718	-	38,742	38,742
63035.0000 Depreciation Exp - Vehicles	588,650	-	725,130	725,130
Materials, Supplies & Services	**655,521**	**-**	**763,872**	**763,872**
15101.0000 Vehicles-Clearing	$ -	2,377,875	$ -	$ (2,377,875)
Capital Assets	**-**	**2,377,875**	**-**	**(2,377,875)**
Total Expenses	**$ 655,521**	**$ 2,377,875**	**$ 763,872**	**$ (1,614,003)**

POLICE
Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ADM ANALYST I (M)	6.000	6.000	6.000	
ADM ANALYST II (M)	1.000	1.000	1.000	
COMITY SERV OFCR	-	2.000	2.000	
COMM OP	14.000	14.000	14.000	
COMM SUPV	4.000	4.000	4.000	
CRIME ANALYST	2.000	2.000	2.000	
CROSSING GUARD	14.280	14.280	14.280	
EXEC AST	1.000	1.000	1.000	
FORENSIC SPECIALIST	4.000	4.000	4.000	
FORENSIC SPECIALIST SUPV	1.000	1.000	1.000	
INTERMEDIATE CLK	1.000	1.000	1.000	
JAIL MGR	1.000	1.000	1.000	
JAILER	7.000	7.000	7.000	
LEAD JAILER	2.000	2.000	2.000	
PARKING CTRL OFCR	8.000	8.000	-	(8.000)
PARKING CTRL SUPV	1.000	1.000	-	(1.000)
POL ADMSTR	1.000	1.000	1.000	
POL CADET	3.500	3.500	3.500	
POL CAPTAIN	4.000	4.000	4.000	
POL CHIEF	1.000	1.000	1.000	
POL COMM MGR	1.000	1.000	1.000	
POL LIEUTENANT	9.000	9.000	9.000	
POL OFCR	95.000	95.000	95.000	
POL OFCR - DETECTIVE ASSIGNMENT	29.000	29.000	29.000	
POL RCRDS MGR	1.000	1.000	1.000	
POL RCRDS TECH	8.000	9.000	9.000	
POL RCRDS TECH SUPV	3.000	3.000	3.000	
POL SERGEANT	22.000	22.000	22.000	
POL TECH	7.000	6.000	6.000	
PROPERTY AND EVIDENCE TECH	2.000	2.000	2.000	
PROPOSED JOB - BCEA	2.000	-	-	
PUBLIC SFTY FACILITY TECH	1.000	1.000	1.000	
SR ADM ANALYST (M)	2.000	2.000	2.000	
SR CLK	5.000	5.000	5.000	
SR PROPERTY AND EVIDENCE TECH	1.000	1.000	1.000	
SR RANGEMASTER-ARMORER	1.000	1.000	1.000	
TOTAL STAFF YEARS	**265.780**	**265.780**	**256.780**	**(9.000)**

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BURBANK WATER AND POWER

ABOUT BURBANK WATER AND POWER

Burbank Water and Power (BWP) is an industry leader in seeking innovative ways to serve water to 26,199 customers, electricity to 52,733 customers, and high-speed internet and fiber optics to 304 customers. This creativity by BWP's consistently top-notch employees enables BWP to provide high reliability at some of the most affordable rates in the region. Planning for a sustainable future is a top priority. To this end, BWP is partnering with neighboring utilities and Burbank businesses on solar, storage, green hydrogen, hydropower, geothermal, nuclear, and wind. BWP partnered with Burbank's Public Works Department to generate power using captured landfill gases. Together with the Community Development Department, BWP has installed 108 public electric vehicle ports and is planning to install many more by the end of this decade. BWP truly enjoys serving the Burbank community, both those who live here as well as those who share their working day with us.

MISSION STATEMENT

BWP is committed to safely providing reliable, affordable, and sustainable utility services for our community.

ORGANIZATION

The General Manager's Office oversees the entire utility, setting the strategic direction and long-term roadmap while serving as the central hub for legislative and regulatory leadership, policy alignment, and organizational coordination.

The Electric Services Division is responsible for the planning, engineering, construction, testing, operation, and maintenance of electric stations, power lines, service drops, and meters to deliver 99.997% reliable power to Burbank. Staff constructs and maintains all the components of the transmission, sub-transmission, and distribution networks, both overhead and underground, which make up the BWP electric system. This division improves and maintains the City's street lighting system, maintains electrical services for the power plant and water facilities, and installs fiber-optic lines.

The Water Division plans, designs, and constructs capital improvement projects for the City's potable and recycled water systems. The division operates and maintains water treatment production and distribution facilities, including an on-site water quality laboratory, eight groundwater wells, water mains and transmission lines, distribution piping, valves, meters, pump stations, pressure regulators, fire hydrants, and storage tanks to deliver potable water and recycled water with 99.999% reliability. Burbank imports all its water from the Metropolitan Water District of Southern California, and the Water Division is responsible for managing the city's water storage program in the San Fernando Groundwater Basin and maintaining water quality that meets or exceeds state and federal drinking water regulations.

The Power Supply Division is responsible for Burbank's supply of electricity, including but not limited to generation, transmission, and distribution. The division ensures Burbank's energy reliability by planning, developing, operating, participating in, and building facilities for the generation and transmission of energy to Burbank. The division operates and monitors the BWP distribution system and provides coordination and field-switching support for the restoration of outages. Through the Southern California Public Power Authority (SCPPA) and independent initiatives, Power Supply maintains a diverse energy portfolio. This includes energy storage solutions and long-term projects with lifespans exceeding 30 years. The division is focused on identifying carbon-neutral generating resources (wind, solar, geothermal, nuclear, green hydrogen, biogas), storage options, carbon capture technology, and other new technologies to maintain compliance with the State's renewable and clean energy initiatives, which mandate a 60 percent renewable energy portfolio by 2030 and a zero-emissions resource portfolio by 2045. Furthermore, the City has an aspirational goal of a 100 percent carbon-free electricity supply by 2040. The Power Supply Division operates two SCPPA-owned projects: The Magnolia Power Project (MPP) at the

BWP campus and the Tieton Hydropower Project (THP) in eastern Washington, as well as BWP's wholly owned local generation resources. To minimize operational costs, the division conducts wholesale power marketing transactions. The division directs the use of external generation resources and is responsible for using them in the most effective manner to balance reliability, cost, and environmental stewardship. Moreover, Power Supply manages and maintains BWP's award-winning EcoCampus, including Leadership in Energy and Environmental Design (LEED) Platinum buildings, advanced rainwater capture, and energy efficiency systems.

The Utility Administrative Services Division is responsible for Environmental, Health, and Safety (EHS) and Personnel Administration. We provide EHS and administrative guidance to the General Manager and all BWP personnel. The division leads BWP's Safety and Injury Prevention Program, workers' compensation, accident and injury review, and training programs. The division also serves as a liaison and partner with the City's Management Services Department on human resources matters, including recruitment, professional development, class and compensation, disciplines, investigations, grievances, and labor relations.

The Finance Division is responsible for the utility's accounting, financial reporting and analysis, and budgeting for six of the city's funds. The funds include the electric, water, street lighting, communications, Magnolia Power Plant (MPP), and Tieton Hydropower Project (THP). In addition, the Finance Division manages energy risk, rate design, revenue requirements, access to capital markets, debt management, various financial audits, financial-related regulatory compliance, and long-term strategic financial planning. The Utility's warehouse, which oversees parts and materials management for the entire utility and fleet operations, is also managed by this division.

The Customer Service Operations Division provides customer care and self-service related to all municipal services accounts, including the establishment of new services, general account information, billing, payments, collections, and online account management. The division manages the collection of revenues through the meter-to-cash process, ensuring adequate controls and efficient processes.

The Sustainability Division and the Communications and Outreach Division are responsible for program design, management, and educational outreach related to water and energy conservation, building and transportation electrification, customer-sited solar, environmental stewardship, low-income customer assistance programs, community events, and grassroots engagement. Together, the divisions lead the design and implementation of customer-focused actions supporting BWP's Greenhouse Gas Reduction Plan, Integrated Resource Plan, and related planning efforts, while maintaining BWP's visibility and promoting awareness of its operations within the community.

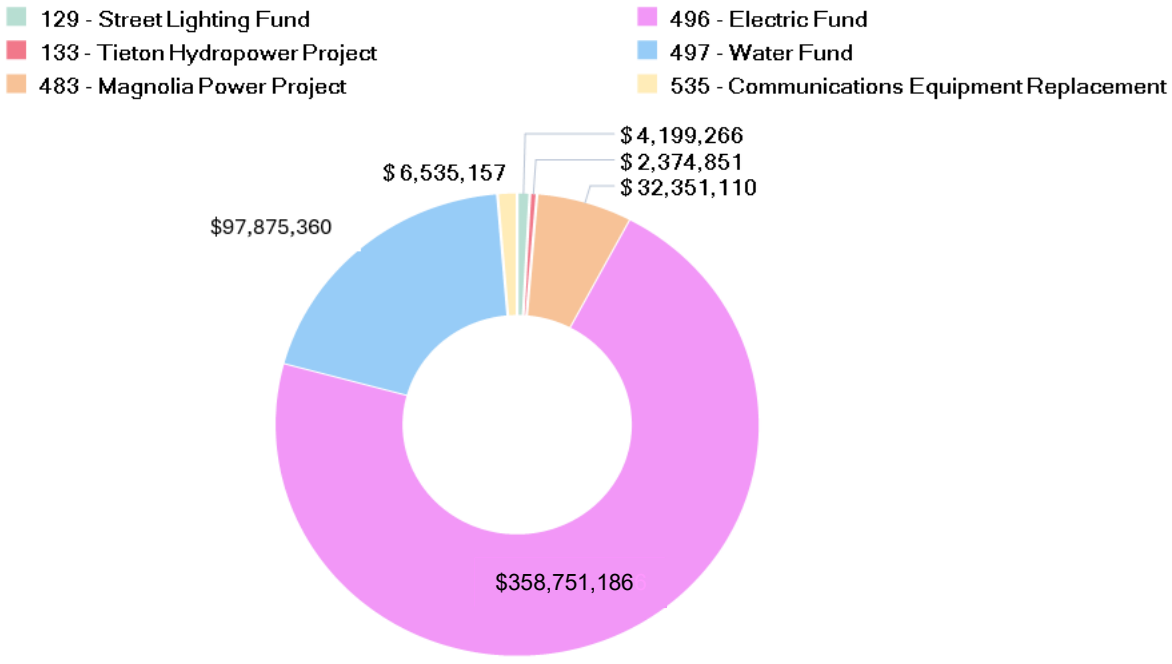
The Operational Technology Division oversees security, telecommunications, systems, applications, fiber services, and systems modernization programs for the utility. The division provides strategic oversight and alignment of technology systems with BWP's needs. This division supports and maintains the city's radio and telephone systems and all physical and cyber security for the utility, including aspects of the North American Electric Reliability Corporation - Critical Infrastructure Protection (NERC-CIP). The division manages BWP's mission-critical systems, networks, and wireless infrastructure, including the ONE Burbank enterprise fiber-optic services, operational software comprising customer information systems, metering head-end and supervisory control, and data acquisition systems.

BURBANK WATER AND POWER

DEPARTMENT SUMMARY

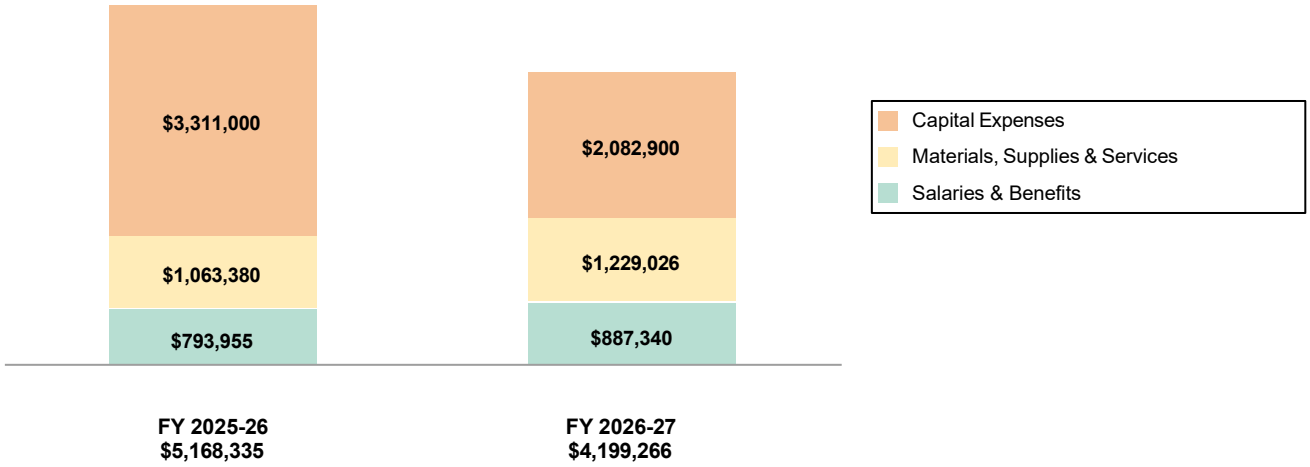
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**360.000**	**377.000**	**392.000**	**15.000**
Salaries & Benefits	$ 63,565,260	$ 79,426,709	$ 92,166,156	$ 12,739,447
Materials, Supplies & Services	245,332,689	285,779,395	289,597,990	3,818,595
Capital Assets	67,382,428	162,692,638	117,760,185	(44,932,453)
Capital Expenses	4,224,363	3,539,313	2,562,599	(976,714)
TOTAL	**$ 380,504,740**	**$ 531,438,055**	**$ 502,086,930**	**$ (29,351,125)**

FY 2026-27: $ 502,086,930



Street Lighting Fund 129

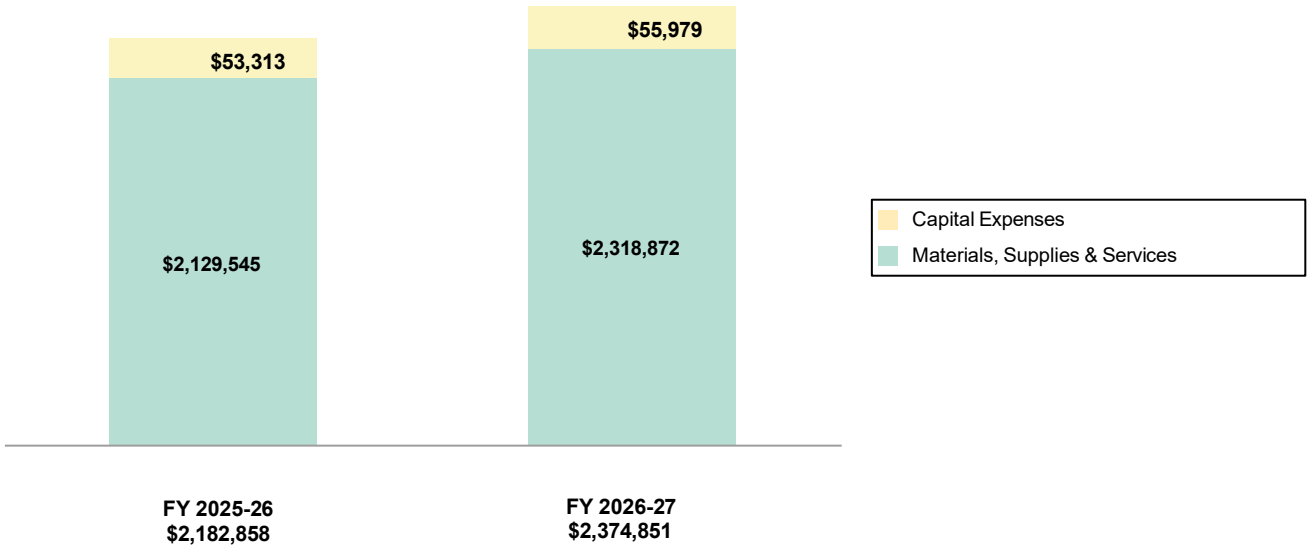
The General Fund directs 1.5% of the 7% Electric In-Lieu Tax transfer revenue to the Street Lighting Fund for the purpose of maintaining citywide streetlights. The Burbank Water and Power Department administers the Street Lighting Fund.



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
60020.0000 Projects Salaries	$ 401,633	$ 354,444	$ 396,134	$ 41,690
60020.1000 Projects Salaries:Capitalized	(1,785)	-	-	
60021.0000 Proj Sals Overhead	562,283	439,511	491,206	51,695
60021.1000 Proj Sals Overhead:Capitalized	(2,211)	-	-	
Salaries & Benefits	**959,920**	**793,955**	**887,340**	**93,385**
62000.0000 Utilities	$ 698,093	$ 728,436	$ 828,958	$ 100,522
62170.0000 Priv Cont Svcs	42,059	157,000	164,850	7,850
62225.0000 Custodial Services	378	500	500	
62235.0000 Services of Other Dept-Indirect	76,084	65,325	75,835	10,510
62300.0000 Spec Dept Supl	33,487	25,000	25,000	
62430.0000 Auto Eqp Maint & Repair	8	-	-	
62496.0000 F537 Computer System Rental	-	2,422	2,711	289
62700.0000 Memberships & Dues	1,300	1,375	1,513	138
62710.0000 Travel	2,810	2,000	2,000	
62725.0000 Street Lighting Maintenance	49,271	35,000	35,000	
62755.0000 Training-General	-	3,000	3,000	
63131.0000 Overhead Recov	-	35,600	35,600	
63131.1001 Overhead Recov:Fleet Usage	33,444	-	47,650	47,650
63131.1002 Overhead Recov:Warehouse Alloc	655	-	-	
63310.0000 Inventory Overhead	19,385	7,722	6,409	(1,313)
Materials, Supplies & Services	**956,974**	**1,063,380**	**1,229,026**	**165,646**
70006.0000 Street Lighting Improvements	$ 1,434,469	$ 3,311,000	$ 2,082,900	$ (1,228,100)
Capital Expenses	**1,434,469**	**3,311,000**	**2,082,900**	**(1,228,100)**
Total Expenses	**$ 3,351,363**	**$ 5,168,335**	**$ 4,199,266**	**$ (969,069)**

Tieton Hydropower Project
133

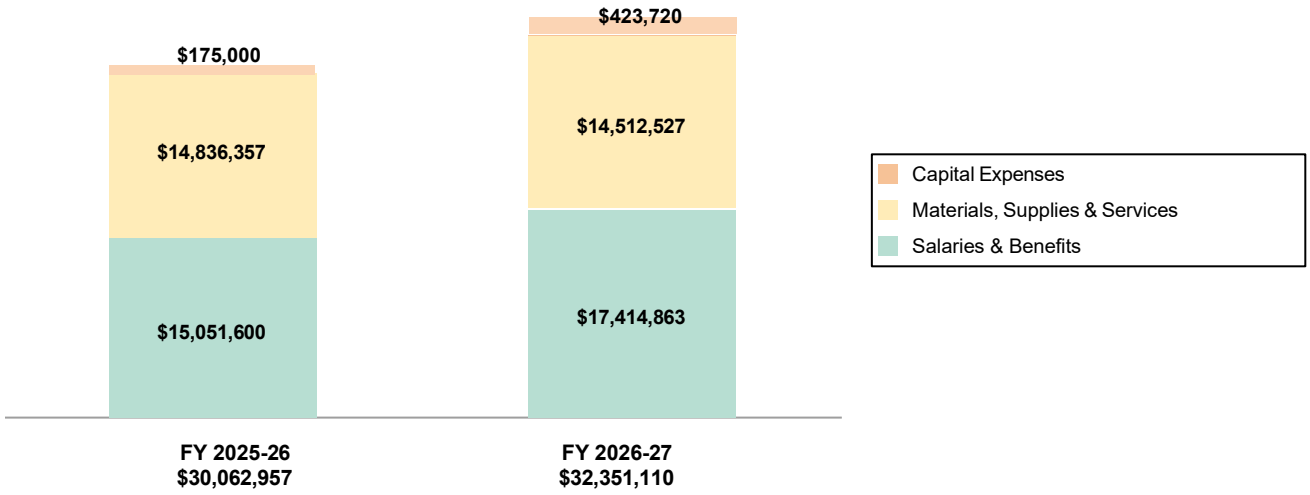
Tieton Hydropower Project is located at the base of the Tieton Dam on the Tieton River in Yakima County, Washington. It is comprised of a powerhouse along with a 21-mile, 115 kV transmission line from the plant substation to the interconnection on the electrical grid. This facility was acquired by the Southern California Public Power Authority in November 2009, with 50 percent of the entitlement shares belonging to the City of Burbank (operating agent) and 50 percent of the entitlement shares belonging to the City of Glendale. The average annual generation from this plant is approximately 45,471 megawatt-hours (MWh). Expenses associated with the hydraulic plant include operations, maintenance, transmission, general, and administrative. Expenses are billed to recover costs incurred by the operating agent, Burbank Water and Power.



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62000.0000 Utilities	$ 27,074	$ 40,000	$ 23,690	$ (16,310)
62000.1003 Utilities:Telephone	135,079	100,000	170,000	70,000
62085.0000 Other Professional Svcs	639,620	663,549	685,115	21,566
62170.0000 Priv Cont Svcs	609,110	541,000	600,500	59,500
62220.0000 Insurance	107,659	236,423	283,741	47,318
62235.0000 Services of Other Dept-Indirect	1,271	-	-	
62300.0000 Spec Dept Supl	118,643	140,000	150,000	10,000
62455.0000 Equipment Rental	950	1,000	1,030	30
62710.0000 Travel	-	13,000	-	(13,000)
62811.0000 Interest Expense	7,542	-	-	
63131.0000 Overhead Recov	112,573	116,550	121,212	4,662
63240.0000 Regulatory Expense	73,058	278,023	283,584	5,561
Materials, Supplies & Services	**1,832,579**	**2,129,545**	**2,318,872**	**189,327**
70070.0000 Tieton Hydro Project	$ -	$ 53,313	$ 55,979	$ 2,666
Capital Expenses	**-**	**53,313**	**55,979**	**2,666**
Total Expenses	**$ 1,832,579**	**$ 2,182,858**	**$ 2,374,851**	**$ 191,993**

Magnolia Power Project
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Magnolia Power Project (MPP) is a combined-cycle natural gas-fired electric generating plant with a nameplate capacity of up to 323 MW. MPP is a jointly owned Southern California Public Power Authority project with the Cities of Anaheim, Cerritos, Colton, Glendale, Pasadena, and Burbank (operating agent). MPP commenced commercial operations in Burbank, CA, in 2005 and was upgraded in 2021. MPP is forecasted to generate 1,571,091 MWh. Expenses associated with the plant include its operations, generation, maintenance, transmission, fuel transport, greenhouse gas allowances, site lease, system control, general, and administrative. Expenses are billed to recover costs incurred by the operating agent, Burbank Water and Power.



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
60020.0000 Projects Salaries	$ 6,234,780	$ 6,719,464	$ 7,774,493	$ 1,055,029
60021.0000 Proj Sals Overhead	8,738,922	8,332,136	9,640,370	1,308,234
Salaries & Benefits	**14,973,702**	**15,051,600**	**17,414,863**	**2,363,263**
62000.0000 Utilities	$ 270,180	$ 299,844	$ 308,840	$ 8,996
62000.1002 Utilities:Gas Company	8,489	-	-	
62000.1004 Utilities:Sewer	612	1,452	1,452	
62085.0000 Other Professional Svcs	433,407	748,679	774,928	26,249
62160.0000 Hazardous Materials Collection	11,541	-	-	
62170.0000 Priv Cont Svcs	294,178	364,685	381,159	16,474
62220.0000 Insurance	1,708,687	2,049,688	2,049,688	
62225.0000 Custodial Services	3,457	-	-	
62270.0000 Rehabilitation Loan & Grant Expense	189	-	-	
62300.0000 Spec Dept Supl	262,529	187,823	203,875	16,052
62316.0000 Software & Hardware	249,273	260,343	263,509	3,166
62380.0000 Chemicals	1,089,077	1,288,161	1,326,806	38,645
62380.1000 Chemicals:Emissions Controls	34,833	136,269	126,321	(9,948)
62381.0000 CT Chemicals	379,672	432,600	401,020	(31,580)
62382.0000 Boiler Chemicals	24,524	71,541	58,950	(12,591)
62383.0000 Lubrication / Gases	210,514	221,638	235,077	13,439
62383.1008 Lubrication / Gases:CEMS	23,704	34,431	35,464	1,033
62405.0000 Uniforms & Tools	517	-	-	
62430.0000 Auto Eqp Maint & Repair	5,113	-	-	
62435.0000 Gen Equip Maint&Rep	1,170,746	1,304,861	1,435,347	130,486

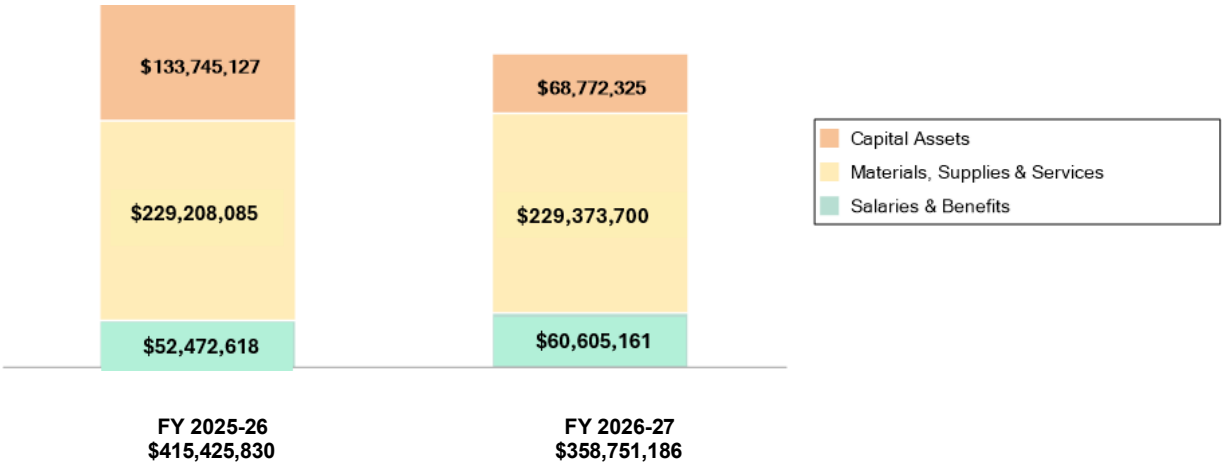
Magnolia Power Project
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	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62455.0000 Equipment Rental	3,521	-	-	
62755.0000 Training-General	85,728	121,007	123,428	2,421
62770.0000 Hazardous Materials Disposal	891,079	931,688	959,477	27,789
62775.0000 Purchase Water	3,887	-	-	
62795.0000 Recycled Water	1,760,331	2,373,672	1,998,720	(374,952)
62811.0000 Interest Expense	6,295	-	-	
62830.0000 Bank Svc Chg	9,871	-	-	
62840.0000 Small Tools	27,626	-	-	
63130.0000 Transmission Exp	54,836	86,946	88,685	1,739
63131.1000 Overhead Recov:Fleet Alloc	32,407	30,682	43,428	12,746
63131.1001 Overhead Recov:Fleet Usage	26,247	5,714	5,829	115
63165.0000 Maintenance of Electric Equipment	1,175,871	2,037,076	2,077,817	40,741
63205.0000 Accessory Electric Equipment	145,954	280,908	275,290	(5,618)
63235.0000 Leased Property	431,021	431,021	431,021	
63240.0000 Regulatory Expense	1,171,346	815,370	576,530	(238,840)
63295.0000 Other Water Expense	248,085	320,258	329,866	9,608
63310.0000 Inventory Overhead	195,570	-	-	
Materials, Supplies & Services	**12,450,917**	**14,836,357**	**14,512,527**	**(323,830)**
70070.0000 Magnolia Power Project	$ 2,789,894	$ 175,000	$ 423,720	$ 248,720
Capital Expenses	**2,789,894**	**175,000**	**423,720**	**248,720**
Total Expenses	**$ 30,214,513**	**$ 30,062,957**	**$ 32,351,110**	**$ 2,288,153**

Electric Fund
496

The Electric Fund supplies and distributes to the City of Burbank and its consumers electricity that is reliable, sustainable and cost-efficient. The Electric Utility strives to keep rates competitive while providing sufficient funding for operations and maintenance, including covering the rising costs of energy, and providing funds for system reliability and capital improvements.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**300.000**	**319.000**	**332.000**	**13.000**
Total Revenue	$ 247,627,887	$ 319,966,158	$ 281,348,289	$ (38,617,869)
Salaries & Benefits	$ 36,087,216	$ 52,472,618	$ 60,605,161	$ 8,132,543
Materials, Supplies & Services	197,178,681	229,208,085	229,373,700	165,615
Capital Assets	55,979,219	133,745,127	68,772,325	(64,972,802)
TOTAL	**$ 289,245,116**	**$ 415,425,830**	**$ 358,751,186**	**$ (56,674,644)**



Electric Fund
496

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**300.000**	**319.000**	**332.000**	**13.000**
60001.0000 Salaries & Wages	$ 41,020,503	$ 45,255,891	$ 51,485,088	$ 6,229,197
60006.0000 OT-Nonsafety	10,318,124	10,154,391	10,233,891	79,500
60006.1510 OT-Nonsafety:Callback IBEW	9,442	-	-	
60012.0000 Fringe Bnfts	6,456,421	8,793,210	10,586,042	1,792,832
60012.1006 Fringe Bnfts:OPEB	(491,604)	-	-	
60012.1007 Fringe Bnfts:Replacement Benefit	130,920	-	-	
60012.1008 Fringe Bnfts:Retiree Benefits	289,801	265,327	295,917	30,590
60012.1509 Fringe Bnfts:ER Paid PERS	4,044,407	4,258,866	4,677,922	419,056
60012.1528 Fringe Bnfts:Workers Comp	1,075,390	722,519	786,158	63,639
60012.1529 Fringe Bnfts:Contra Expense	(9,179,824)	-	-	
60012.1530 Fringe Bnfts:Pension (GASB 68)	13,206,420	-	-	
60012.1531 Fringe Bnfts:ER Paid PERS UAL	6,613,596	7,316,614	8,331,469	1,014,855
60012.1532 Fringe Bnfts:PERS One Time Pay	2,062,200	1,031,100	1,031,100	
60015.0000 Wellness Program Reimbursement	37,237	35,200	38,375	3,175
60018.0000 Holding Account	-	1,127,638	934,992	(192,646)
60020.0000 Projects Salaries	(7,285,739)	(1,205,790)	(1,069,118)	136,672
60020.1000 Projects Salaries:Capitalized	(9,522,086)	(10,444,909)	(11,136,533)	(691,624)
60021.0000 Proj Sals Overhead	(10,059,827)	(1,404,820)	(1,325,704)	79,116
60021.1000 Proj Sals Overhead:Capitalized	(13,331,918)	(12,957,673)	(13,809,301)	(851,628)
60022.0000 Car Allowance	4,505	4,488	6,000	1,512
60023.0000 Uniform & Tool Allowance	112,971	104,110	33,990	(70,120)
60025.0000 Applied Overhead Recovery	(1,390,205)	(1,390,205)	(1,390,205)	
60027.0000 Taxes - Non-Safety	735,404	806,661	895,078	88,417
60031.0000 Payroll Adjustment	1,231,077	-	-	
Salaries & Benefits	**36,087,215**	**52,472,618**	**60,605,161**	**8,132,543**
62000.0000 Utilities	$ 806,223	$ 1,241,794	$ 1,297,375	$ 55,581
62000.1000 Utilities:Long Distance	75	-	-	
62000.1001 Utilities:Cell Phone	101,584	92,800	100,660	7,860
62000.1002 Utilities:Gas Company	8,899	9,500	10,180	680
62030.0000 Property Taxes	868	15,000	15,000	
62085.0000 Other Professional Svcs	3,783,307	12,633,967	13,368,638	734,671
62125.0000 Medical Services	65	-	-	
62160.0000 Hazardous Materials Collection	22,809	50,000	50,000	
62170.0000 Priv Cont Svcs	4,873,368	12,787,079	8,606,328	(4,180,751)
62170.1000 Priv Cont Svcs:Spec Elections	-	750,000	-	(750,000)
62170.1001 Priv Cont Svcs:Temp Staff	728,117	820,000	1,610,000	790,000
62170.1016 Priv Cont Svcs:LIRA Prgm	85,401	-	-	
62180.0000 Landscape Contractual Services	215,284	219,160	230,751	11,591
62220.0000 Insurance	2,521,227	3,030,085	3,758,109	728,024
62225.0000 Custodial Services	447,889	721,000	772,000	51,000
62235.0000 Services of Other Dept-Indirect	7,014,249	8,505,888	9,864,922	1,359,034
62240.0000 Services of Other Dept-Direct	393,156	28,018	32,442	4,424
62261.0000 Other Grant Expenses	37,888	-	-	
62262.0000 Rebates	786,385	2,249,000	2,240,000	(9,000)
62300.0000 Spec Dept Supl	1,114,391	1,225,556	1,263,530	37,974
62300.1006 Spec Dept Supl:Public Ed	-	-	1,000	1,000
62305.0000 Reimbursable Materials	2,343	-	-	
62310.0000 Office Supplies, Postage & Print	190,753	259,350	268,062	8,712
62316.0000 Software & Hardware	2,445,401	6,295,788	6,706,336	410,548

Electric Fund
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	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62345.0000 Taxes	40	-	-	
62380.0000 Chemicals	-	27,530	28,356	826
62380.1000 Chemicals:Emissions Controls	9,869	-	-	
62381.0000 CT Chemicals	9,636	9,517	9,803	286
62383.0000 Lubrication / Gases	17,073	27,500	30,000	2,500
62383.1008 Lubrication / Gases:CEMS	17,318	26,250	26,250	
62405.0000 Uniforms & Tools	273,824	297,781	303,231	5,450
62415.0000 Uncollectible Receivables	1,585,616	831,250	831,250	
62420.0000 Books & Periodicals	8,373	14,510	10,673	(3,837)
62430.0000 Auto Eqp Maint & Repair	274,878	320,075	331,275	11,200
62435.0000 Gen Equip Maint&Rep	338,857	553,570	1,119,703	566,133
62440.0000 Off Equip Maint & Rep	12,878	74,175	74,175	
62450.0000 Bldg Gnds Maint&Rep	691,151	735,500	786,390	50,890
62451.0000 Bldg Maint	-	25,000	25,350	350
62455.0000 Equipment Rental	6,132	72,000	75,000	3,000
62475.0000 F532 Vehicle Equip Rental Rate	2,028	1,926	2,061	135
62485.0000 F535 Communication Rental Rate	386,302	415,336	460,885	45,549
62496.0000 F537 Computer System Rental	-	-	43,396	43,396
62520.0000 Public Information	38,745	90,000	73,000	(17,000)
62590.0000 Events	93,567	100,000	105,000	5,000
62590.1001 Events:Events Hosting	-	-	3,000	3,000
62700.0000 Memberships & Dues	195,522	589,810	590,919	1,109
62710.0000 Travel	189,574	669,502	551,436	(118,066)
62725.0000 Street Lighting Maintenance	1,654	1,000	1,000	
62745.0000 Safety Program	63,786	149,350	144,216	(5,134)
62755.0000 Training-General	586,605	1,474,427	1,683,990	209,563
62765.0000 Edu Reimb-Citywide	22,185	60,000	41,000	(19,000)
62770.0000 Hazardous Materials Disposal	18,988	64,900	69,395	4,495
62780.0000 Fuel - Oil	179,363	301,000	286,000	(15,000)
62790.0000 Pacific DC Intertie-transmission	784,513	1,406,012	1,406,012	
62800.0000 Fuel-Gas	39,306,334	966,839	31,548,304	30,581,465
62800.1001 Fuel-Gas:Nat Gas Transport	323,945	760,989	483,872	(277,117)
62800.1004 Fuel-Gas:SCPPA Nat Gas Reserves	1,654,697	-	1,959,464	1,959,464
62800.1005 Fuel-Gas:MPP Fuel-Gas	(293,608)	25,623,635	-	(25,623,635)
62800.1006 Fuel-Gas:SCPPA Nat Gas Prepaid	2,855,142	5,660,491	6,296,777	636,286
62805.0000 Purch Pwr	-	-	43,152	
62805.1000 Purch Pwr:IPP	19,185,572	20,876,319	21,055,610	179,291
62805.1001 Purch Pwr:Palo Verde	3,198,974	2,992,496	3,653,200	660,704
62805.1004 Purch Pwr:Hoover	636,768	651,273	651,453	180
62805.1007 Purch Pwr:Spinning Reserve	4,511,925	6,990,954	4,744,427	(2,246,527)
62805.1009 Purch Pwr:Magnolia Pwr Proj	20,113,046	23,181,877	27,247,576	4,065,699
62805.1010 Purch Pwr:Renewables	-	5,200,000	3,663,716	(1,536,284)
62805.1012 Purch Pwr:Renew-Pebble Spring	1,912,414	1,031,027	1,281,868	250,841
62805.1013 Purch Pwr:Renew-Tieton	3,295,436	3,610,216	3,131,295	(478,921)
62805.1014 Purch Pwr:For Resale	6,999,962	16,000,000	16,000,000	
62805.1019 Purch Pwr:Milford I Wind Proj	1,337,917	1,776,000	1,418,256	(357,744)
62805.1020 Purch Pwr:Ameresco Landfill	65,926	5,927	-	(5,927)
62805.1022 Purch Pwr:Morgan Swap	3,935,197	-	-	
62805.1023 Purch Pwr:Wild Rose Renew	1,711,047	1,900,336	1,900,336	
62805.1024 Purch Pwr:Copper Mt. Renew	9,462,480	9,500,948	9,500,948	
62805.1025 Purch Pwr:Valley Pump Cond Hydro	-	18,450	-	(18,450)

Electric Fund
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	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62805.1027 Purch Pwr:PCC3	1,294,750	666,747	666,746	(1)
62805.1028 Purch Pwr:Desert Harvest	100,631	828,365	828,365	
62805.1030 Purch Pwr:PCC1 Powerex	397,138	337,000	337,000	
62805.1031 Purch Pwr:PCC2	2,093,061	8,373,204	1,085,733	(7,287,471)
62805.1032 Purch Pwr:Grnhouse Gas Cred	157,708	-	-	
62805.1033 Purch Pwr:PCC1	2,425,000	-	-	
62805.1034 Purch Pwr:Tule Hydro PCC1	669,387	-	1,371,450	1,371,450
62805.1035 Purch Pwr:Long Term PCC1	-	-	1,200,000	1,200,000
62805.1990 Purch Pwr:Spot Power	3,280,272	9,991,738	1,475,650	(8,516,088)
62805.1999 Purch Pwr:Other	64,505	-	-	
62811.1000 Interest Expense:GASB 87	12,999	10,426	4,299	(6,127)
62811.1001 Interest Expense:GASB 96	29,767	9,216	3,273	(5,943)
62820.0000 Bond Interest & Redemption	7,476,883	8,085,000	7,995,750	(89,250)
62825.0000 Bond Issuance Costs	(189,498)	(1,232,767)	(1,199,699)	33,068
62830.0000 Bank Svc Chg	7,640	7,500	7,500	
62830.1000 Bank Svc Chg:CC Merchant Fees	242	-	-	
62840.0000 Small Tools	92,056	194,332	167,697	(26,635)
62845.0000 Bond/Cert Principal Redemption	855	-	-	
62895.0000 Miscellaneous Expenses	21,677	803,310	794,260	(9,050)
62895.1004 Miscellaneous Expenses:Cash Draw	98	1,000	1,000	
62895.1005 Miscellaneous Expenses:Community	-	-	5,000	5,000
62976.1000 Property Amortization:GASB 87	211,348	208,711	207,727	(984)
62976.1001 Property Amortization:GASB 96	787,146	453,249	432,973	(20,276)
62977.1000 Amortization.:Rights to Purch Pwr	-	-	43,152	43,152
63005.0000 Depreciation Exp - Buildings	18,410,839	18,913,393	20,079,815	1,166,422
63015.0000 Depreciation Exp - Mach & Equip	2,976,283	3,062,037	4,768,233	1,706,196
63025.0000 Depreciation Exp - Other Utility	184,462	184,464	184,464	
63035.0000 Depreciation Exp - Vehicles	2,606	2,604	2,604	
63045.0000 Depreciation Exp - Other Non-Utility	3,864	3,864	3,864	
63048.0000 Depreciation Exp - Right to Purchase	86,304	-	-	
63105.0000 Southern Transmission System	3,695,053	4,477,496	6,609,676	2,132,180
63106.0000 Northern Transmission System	162,667	229,929	279,063	49,134
63110.0000 Mead - Phoenix	77,783	269,674	624,229	354,555
63115.0000 Mead - Adelanto	522,330	492,030	492,030	
63120.0000 LADWP Transmission Contracts	3,815,201	3,993,835	4,193,526	199,691
63130.1015 Transmission Exp:Renewable	523,116	364,123	631,155	267,032
63130.1016 Transmission Exp:Tieton	962,133	1,266,785	1,266,785	
63130.1018 Transmission Exp:Ameresco	-	10,011	10,011	
63131.0000 Overhead Recov	(201,067)	-	-	
63131.1000 Overhead Recov:Fleet Alloc	(497,363)	(915,145)	(645,414)	269,731
63131.1001 Overhead Recov:Fleet Usage	(456,007)	(432,735)	(502,780)	(70,045)
63131.1002 Overhead Recov:Warehouse Alloc	(1,126,697)	(1,097,505)	(1,307,911)	(210,406)
63131.1003 Overhead Recov:MPP Labor	-	(12,793,859)	(13,433,553)	(639,694)
63131.1004 Overhead Recov:Safety Alloc	(215,282)	(530,650)	(556,535)	(25,885)
63131.1005 Overhead Recov:Shared Sup	(3,742,111)	(5,932,450)	(5,388,127)	544,323
63131.1006 Overhead Recov:2nd Shared Sup	(67,622)	-	-	
63165.0000 Maintenance of Electric Equipment	77,926	126,500	126,500	
63195.0000 Meters	372,079	302,500	2,500	(300,000)
63200.0000 Line Transformers	2,313	-	-	
63205.0000 Accessory Electric Equipment	120,633	90,000	99,000	9,000
63240.0000 Regulatory Expense	401,564	227,200	254,950	27,750

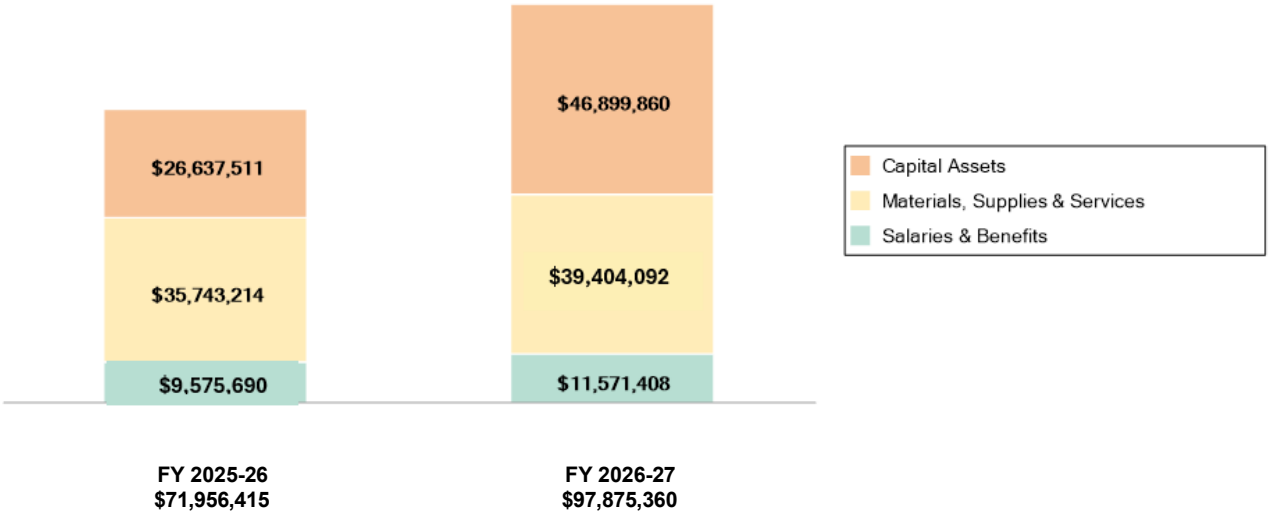
Electric Fund
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	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
63250.0000 Customer Assistance	99,921	1,405,000	1,955,000	550,000
63295.0000 Other Water Expense	15,835	25,000	27,000	2,000
63310.0000 Inventory Overhead	436,922	664,118	281,385	(382,733)
Materials, Supplies & Services	**197,178,681**	**229,208,085**	**229,373,700**	**165,615**
15022.0000 Buildings-Work in Progress	47,094,018	122,012,902	58,595,700	(63,417,202)
15041.0000 Machinery and Equip-Clearing	6,226,742	7,992,850	7,694,250	(298,600)
15042.0000 Machinery and Equip-WiP	2,651,959	3,739,375	2,482,375	(1,257,000)
15112.0000 Computers & Software-WiP	6,500	-	-	
Capital Assets	**55,979,219**	**133,745,127**	**68,772,325**	**(64,972,802)**
Total Expenses	**$ 289,245,115**	**$ 415,425,830**	**$ 358,751,186**	**$ (56,674,644)**

Water Fund
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The Water Division plans, designs, and constructs capital improvement projects for the city's potable and recycled water systems. The division operates and maintains water production and distribution facilities, including water mains and transmission lines, distribution piping, valves, meters, pump stations, pressure regulators, fire hydrants, and storage tanks to deliver potable water and recycled water with 99.999% reliability. Burbank imports all its water from the Metropolitan Water District of Southern California.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**54.000**	**52.000**	**54.000**	**2.000**
Total Revenue	$ 44,814,528	$ 46,730,497	$ 67,663,942	$ 20,933,445
Salaries & Benefits	$ 10,017,520	$ 9,575,690	$ 11,571,408	$ 1,995,718
Materials, Supplies & Services	30,315,629	35,743,214	39,404,092	3,660,878
Capital Assets	11,102,781	26,637,511	46,899,860	20,262,349
TOTAL	**$ 51,435,930**	**$ 71,956,415**	**$ 97,875,360**	**$ 25,918,945**



Water Fund
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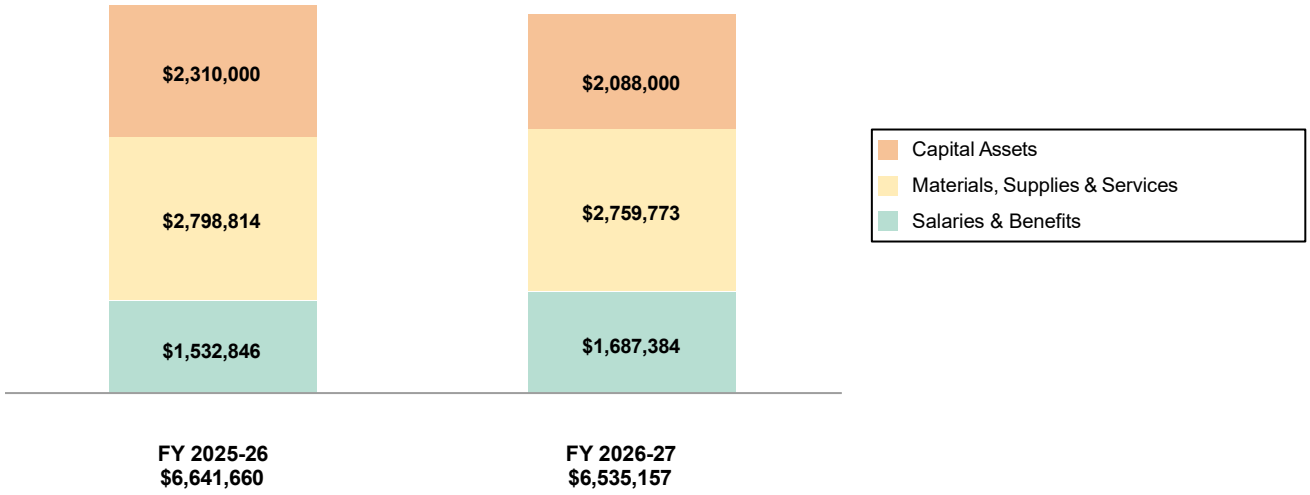
	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**54.000**	**52.000**	**54.000**	**2.000**
60001.0000 Salaries & Wages	$ 6,438,276	$ 7,096,955	$ 8,304,321	$ 1,207,366
60006.0000 OT-Nonsafety	503,236	475,112	478,112	3,000
60012.0000 Fringe Bnfts	903,943	1,292,167	1,439,456	147,289
60012.1006 Fringe Bnfts:OPEB	(44,016)	-	-	
60012.1008 Fringe Bnfts:Retiree Benefits	49,116	42,210	47,511	5,301
60012.1509 Fringe Bnfts:ER Paid PERS	621,366	665,771	754,936	89,165
60012.1528 Fringe Bnfts:Workers Comp	103,560	43,181	39,257	(3,924)
60012.1529 Fringe Bnfts:Contra Expense	(1,590,888)	-	-	
60012.1530 Fringe Bnfts:Pension (GASB 68)	2,026,201	-	-	
60012.1531 Fringe Bnfts:ER Paid PERS UAL	1,042,027	1,101,996	1,251,002	149,006
60012.1532 Fringe Bnfts:PERS One Time Pay	330,000	165,000	165,000	
60015.0000 Wellness Program Reimbursement	3,488	4,125	4,204	79
60018.0000 Holding Account	-	42,319	262,933	220,614
60020.0000 Projects Salaries	539,350	489,778	610,005	120,227
60020.1000 Projects Salaries:Capitalized	(1,090,005)	(1,220,762)	(1,271,380)	(50,618)
60021.0000 Proj Sals Overhead	762,257	607,324	756,407	149,083
60021.1000 Proj Sals Overhead:Capitalized	(1,199,335)	(1,342,837)	(1,398,518)	(55,681)
60023.0000 Uniform & Tool Allowance	821	3,505	805	(2,700)
60027.0000 Taxes - Non-Safety	103,063	109,846	127,357	17,511
60031.0000 Payroll Adjustment	515,060	-	-	
Salaries & Benefits	**10,017,520**	**9,575,690**	**11,571,408**	**1,995,718**
62000.0000 Utilities	$ 45,025	$ 51,197	$ 55,608	$ 4,411
62000.1001 Utilities:Cell Phone	29,260	38,720	38,720	
62005.0000 Electricity for Water Pumping	1,376,333	1,183,271	1,770,933	587,662
62085.0000 Other Professional Svcs	648,664	719,855	1,027,807	307,952
62170.0000 Priv Cont Svcs	143,208	192,122	250,380	58,258
62180.0000 Landscape Contractual Services	133,482	52,998	54,781	1,783
62220.0000 Insurance	756,715	760,268	666,847	(93,421)
62225.0000 Custodial Services	3,998	6,322	6,687	365
62235.0000 Services of Other Dept-Indirect	1,494,554	1,793,935	2,052,092	258,157
62240.0000 Services of Other Dept-Direct	2,841	3,005	3,044	39
62261.0000 Other Grant Expenses	3,166	-	-	
62262.0000 Rebates	48,086	-	208,000	208,000
62280.0000 6% Multi Family Rehab Loan	2,098	-	-	
62300.0000 Spec Dept Supl	230,868	344,557	349,223	4,666
62310.0000 Office Supplies, Postage & Print	11,585	16,175	21,930	5,755
62316.0000 Software & Hardware	194,099	190,976	285,338	94,362
62360.0000 Non-Vehicle Equip Maint Repair	-	5,000	5,250	250
62375.0000 Property Damage	6,071	-	-	
62380.0000 Chemicals	263,538	448,256	479,635	31,379
62405.0000 Uniforms & Tools	19,384	26,199	26,561	362
62415.0000 Uncollectible Receivables	174,516	118,750	118,750	
62420.0000 Books & Periodicals	798	2,500	2,500	
62430.0000 Auto Eqp Maint & Repair	62,173	95,000	104,000	9,000
62435.0000 Gen Equip Maint&Rep	66,234	126,755	133,528	6,773

Water Fund
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	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62440.0000 Off Equip Maint & Rep	3,228	3,186	3,234	48
62445.0000 Street & Pavement Repair	104,440	285,700	285,700	
62450.0000 Bldg Gnds Maint&Rep	1,268	9,818	10,366	548
62455.0000 Equipment Rental	37,472	-	-	
62485.0000 F535 Communication Rental Rate	60,252	65,315	67,325	2,010
62520.0000 Public Information	2,124	-	2,000	2,000
62700.0000 Memberships & Dues	63,814	102,254	107,484	5,230
62710.0000 Travel	48,919	26,607	31,000	4,393
62735.0000 Emission Cred	117,487	397,328	424,364	27,036
62755.0000 Training-General	53,369	153,769	161,777	8,008
62765.0000 Edu Reimb-Citywide	1,437	500	500	
62775.0000 Purchase Water	12,903,220	14,763,494	15,828,078	1,064,584
62780.0000 Fuel - Oil	65,860	85,000	89,250	4,250
62811.0000 Interest Expense	-	745,000	-	(745,000)
62811.1001 Interest Expense:GASB 96	4,197	3,238	2,220	(1,018)
62820.0000 Bond Interest & Redemption	777,142	2,075,200	2,997,000	921,800
62825.0000 Bond Issuance Costs	983,113	(894,818)	(861,391)	33,427
62840.0000 Small Tools	37,171	44,591	44,913	322
62850.0000 Other Bond Expenses	14,271	-	-	
62850.1000 Other Bond Expenses:Arbitrage rebat	-	-	715,049	715,049
62895.0000 Miscellaneous Expenses	34,466	20,878	46,185	25,307
62976.1001 Property Amortization:GASB 96	30,677	30,677	30,677	
63005.0000 Depreciation Exp - Buildings	4,369,870	4,314,644	4,646,270	331,626
63015.0000 Depreciation Exp - Mach & Equip	358,674	321,455	585,510	264,055
63035.0000 Depreciation Exp - Vehicles	372	372	372	
63131.1000 Overhead Recov:Fleet Alloc	433,944	411,021	510,737	99,716
63131.1001 Overhead Recov:Fleet Usage	(24,804)	(20,149)	(18,044)	2,105
63131.1002 Overhead Recov:Warehouse Alloc	(856)	-	-	
63131.1004 Overhead Recov:Safety Alloc	215,282	530,651	556,535	25,884
63131.1005 Overhead Recov:Shared Sup	3,742,111	5,932,450	5,388,127	(544,323)
63131.1006 Overhead Recov:2nd Shared Sup	67,622	-	-	
63160.0000 Electric Stations	1,400	-	-	
63260.0000 Wells	13,000	-	-	
63285.0000 Pumping Equipment	-	10,000	10,000	
63295.0000 Other Water Expense	7,214	14,887	15,370	483
63310.0000 Inventory Overhead	71,176	134,285	61,870	(72,415)
Materials, Supplies & Services	**30,315,628**	**35,743,214**	**39,404,092**	**3,660,878**
15022.0000 Buildings-Work in Progress	$ 7,083,443	$ 25,639,736	$ 44,750,385	$ 19,110,649
15041.0000 Machinery and Equip-Clearing	824,742	353,150	1,326,850	973,700
15042.0000 Machinery and Equip-WiP	3,194,596	644,625	822,625	178,000
Capital Assets	**11,102,781**	**26,637,511**	**46,899,860**	**20,262,349**
Total Expenses	**$ 51,435,929**	**$ 71,956,415**	**$ 97,875,360**	**$ 25,918,945**

Communication Equipment Replacement Fund 535

This fund provides management, maintenance, and operational support of citywide safety and non-safety communications systems and equipment, such as telephones, radios, etc. The fund also provides infrastructure support for public address, video security, access control, and audio-visual systems. The departments are billed for these services through the Communication Rental Rate (62485) accounts. The Burbank Water and Power Department administers this fund.



	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	**6.000**	**6.000**	**6.000**	
60001.0000 Salaries & Wages	$ 966,855	$ 953,304	$ 1,007,632	$ 54,329
60006.0000 OT-Nonsafety	132,372	100,000	100,000	
60012.0000 Fringe Bnfts	169,865	198,442	287,321	88,879
60012.1008 Fringe Bnfts:Retiree Benefits	6,276	5,606	5,903	298
60012.1509 Fringe Bnfts:ER Paid PERS	92,077	89,552	91,721	2,170
60012.1528 Fringe Bnfts:Workers Comp	23,524	14,016	16,127	2,111
60012.1531 Fringe Bnfts:ER Paid PERS UAL	141,750	159,748	194,000	34,252
60012.1532 Fringe Bnfts:PERS One Time Pay	42,000	21,000	21,000	
60015.0000 Wellness Program Reimbursement	1,238	-	-	
60018.0000 Holding Account	-	39,892	3,160	(36,732)
60020.0000 Projects Salaries	4,279	-	30,000	30,000
60020.1000 Projects Salaries:Capitalized	(42,375)	(30,422)	(55,430)	(25,008)
60021.0000 Proj Sals Overhead	5,990	-	37,200	37,200
60021.1000 Proj Sals Overhead:Capitalized	(58,828)	(37,724)	(68,733)	(31,009)
60023.0000 Uniform & Tool Allowance	4,812	4,100	1,400	(2,700)
60027.0000 Taxes - Non-Safety	15,311	15,332	16,081	749
60031.0000 Payroll Adjustment	21,757	-	-	
Salaries & Benefits	**1,526,903**	**1,532,846**	**1,687,384**	**154,538**
62000.0000 Utilities	$ 30,004	$ 15,000	$ 15,000	$

Communication Equipment Replacement Fund 535

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62000.1001 Utilities:Cell Phone	2,109	4,800	5,000	200
62000.1003 Utilities:Telephone	497,652	500,000	520,000	20,000
62085.0000 Other Professional Svcs	62,197	781,250	706,000	(75,250)
62170.0000 Priv Cont Svcs	323,083	98,516	-	(98,516)
62200.0000 Background Checks	-	600	600	
62220.0000 Insurance	56,872	73,938	73,730	(207)
62225.0000 Custodial Services	152	450	450	
62235.0000 Services of Other Dept-Indirect	177,590	144,536	72,268	(72,267)
62240.0000 Services of Other Dept-Direct	30,000	-	-	
62300.0000 Spec Dept Supl	21,732	30,000	30,000	
62310.0000 Office Supplies, Postage & Print	2,325	10,000	10,000	
62315.0000 Radio Supplies	45,639	50,000	50,000	
62316.0000 Software & Hardware	20,877	45,600	54,600	9,000
62320.0000 Telephone Supplies	33,362	20,000	20,000	
62330.0000 Radio Batteries	22,996	70,000	70,000	
62405.0000 Uniforms & Tools	10,444	12,000	12,000	
62440.0000 Off Equip Maint & Rep	-	1,200	1,200	
62465.0000 Building Rentals	1,736	3,289	-	(3,289)
62485.0000 F535 Communication Rental Rate	46,579	48,908	49,835	927
62496.0000 F537 Computer System Rental	-	30,984	39,026	8,042
62700.0000 Memberships & Dues	1,161	2,000	2,000	
62710.0000 Travel	2,770	34,000	34,000	
62755.0000 Training-General	11,891	46,000	46,000	
62811.1000 Interest Expense:GASB 87	10,298	8,817	7,241	(1,576)
62976.1000 Property Amortization:GASB 87	56,818	56,818	56,818	
63005.0000 Depreciation Exp - Buildings	121,005	120,900	120,900	
63015.0000 Depreciation Exp - Mach & Equip	872,042	549,019	716,661	167,642
63131.0000 Overhead Recov	100,196	-	-	
63131.1000 Overhead Recov:Fleet Alloc	31,013	29,363	41,560	12,197
63131.1001 Overhead Recov:Fleet Usage	(8)	-	-	
63131.1002 Overhead Recov:Warehouse Alloc	(394)	-	-	
63310.0000 Inventory Overhead	5,769	10,826	4,884	(5,942)
Materials, Supplies & Services	**2,597,910**	**2,798,814**	**2,759,773**	**(39,041)**
15041.0000 Machinery and Equip-Clearing	$ -	$ 50,000	$ 50,000	$
15042.0000 Machinery and Equip-WiP	300,248	2,260,000	2,038,000	(222,000)
Capital Assets	**300,248**	**2,310,000**	**2,088,000**	**(222,000)**
Total Expenses	**$ 4,425,061**	**$ 6,641,660**	**$ 6,535,157**	**$ (106,503)**

BURBANK WATER AND POWER

Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
ACCOUNT CLERK	2.000	-	-	
ADM ANALYST II (M)	4.000	4.000	4.000	
ADM TECH	1.000	1.000	1.000	
APPLS DEV ANALYST IV	1.000	1.000	1.000	
AST GEN MGR-BWP	4.000	3.000	3.000	
AST GEN MGR-CUST SERV&MRKTG	2.000	2.000	1.000	(1.000)
AST GEN MGR-UTILITY ADM SRVS	1.000	1.000	1.000	
AST PWR PROD SUPT	2.000	2.000	2.000	
CHIEF AST GEN MGR-BWP	-	-	1.000	1.000
CHIEF FINANCIAL OFCR	1.000	1.000	1.000	
CIVIL ENG-BWP	1.000	1.000	1.000	
CIVIL ENGNRG ASSOC-BWP	2.000	2.000	1.000	(1.000)
CIVIL ENGNRG AST-BWP	1.000	1.000	1.000	
COMM NETWORK ENG	1.000	1.000	1.000	
COMM TECH	3.000	3.000	3.000	
COMM TECH SUPV	1.000	1.000	1.000	
CONST AND MAINT WKR	1.000	1.000	1.000	
CROSS CONN CTRL SPECIALIST	1.000	1.000	1.000	
CUST SERV REP I	3.000	3.000	3.000	
CUST SERV REP II	14.000	13.000	12.000	(1.000)
CUST SERV REP III	4.000	6.000	8.000	2.000
CUST SERV SUPV	3.000	4.000	4.000	
CUSTODIAL LEADWKR	2.000	2.000	2.000	
CUSTODIAN	3.000	3.000	3.000	
DATA ENG	1.000	1.000	2.000	1.000
ELEC ENG	3.000	4.000	4.000	
ELEC ENGNRG ASSOC I	2.000	2.000	2.000	
ELEC ENGNRG ASSOC II	6.000	6.000	6.000	
ELEC SERV PLNER	1.000	1.000	1.000	
ELEC SUPV	4.000	4.000	4.000	
ELECTRICIAN	16.000	18.000	18.000	
ENERGY SRVS AND UTILITY RATES MGR	1.000	1.000	1.000	
ENERGY TRADER-SCHEDULER	3.000	3.000	3.000	
ENGNRG TECH	2.000	2.000	2.000	
ENVIRONMENTAL ENG	1.000	1.000	1.000	
ENVIRONMENTAL HEALTH & SFTY OFCR	1.000	1.000	1.000	
ENVIRONMENTAL&SFTY MGR	1.000	1.000	1.000	
FACILITY TECHNOLOGY CORD	1.000	1.000	1.000	
FIBER SRVS SUPV	1.000	1.000	1.000	
FIELD SERV REP	4.000	3.000	6.000	3.000
FINANCIAL ACCTG MGR-BWP	1.000	1.000	1.000	
FINANCIAL ANALYST (M)	3.000	4.000	4.000	
FINANCIAL PLNG&RK MGR	1.000	1.000	1.000	
FLEET MAINT TECH	6.000	6.000	6.000	
FLEET MGR-BWP	1.000	1.000	1.000	
GEN MGR-BWP	1.000	1.000	1.000	
GIS SPECIALIST	1.000	1.000	1.000	
GRAPHICS MEDIA DESIGNER	1.000	-	-	
INSTRUMENT CTRLS SUPV	1.000	1.000	1.000	

BURBANK WATER AND POWER

Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
INSTRUMENT CTRLS TECH	2.000	2.000	2.000	
LAND SURVEYOR	1.000	1.000	1.000	
LEGISLATIVE ANALYST	1.000	1.000	1.000	
LINE MECH APPRENTICE	1.000	1.000	1.000	
LINE MECH SUPV-G	5.000	5.000	5.000	
LINE MECH-G	23.000	23.000	27.000	4.000
MGR COMMUNICATION SYS	1.000	1.000	1.000	
MGR CUST SERV OPERATIONS	1.000	2.000	2.000	
MGR ELEC DIST-G	1.000	1.000	1.000	
MGR ELEC EQUIP	1.000	1.000	1.000	
MGR ENERGY CTRL CTR	1.000	1.000	1.000	
MGR SECURITY SYS	1.000	-	-	
MGR TECHNOLOGY	3.000	5.000	5.000	
MGR TELECOMMS	1.000	-	-	
MGR TRNSMISSN&DIST ENGNRG	1.000	1.000	1.000	
MGR WTR ENGNRG-PLNG	1.000	1.000	1.000	
MGR WTR PROD-OPERATIONS	1.000	1.000	1.000	
MRKTG ASSOC	3.000	4.000	4.000	
MRKTG MGR	1.000	1.000	1.000	
PAINTER	1.000	1.000	1.000	
PIPEFITTER	9.000	9.000	9.000	
PIPEFITTER APPRENTICE	4.000	4.000	4.000	
PIPEFITTER-OP	3.000	3.000	3.000	
PRIN CIVIL ENG-BWP	2.000	3.000	4.000	1.000
PRIN CLK	1.000	3.000	3.000	
PRIN COMM NETWORK ENG	1.000	1.000	1.000	
PRIN DATA ENG	1.000	1.000	1.000	
PRIN ELEC ENG	7.000	7.000	8.000	1.000
PRIN ENGNRG TECH	-	1.000	1.000	
PRIN GIS SPECIALIST	1.000	1.000	1.000	
PRIN PWR RESOURCES PLNER	2.000	2.000	2.000	
PRIN UTILITY ACCTG ANALYST	1.000	1.000	1.000	
PRIN UTILITY BUSINESS SYS ANALYST	-	1.000	1.000	
PROPOSED JOB - BCEA	3.000	-	2.000	2.000
PROPOSED JOB - BMA	3.000	2.000	3.000	1.000
PROPOSED JOB - Z GROUP	-	3.000	2.000	(1.000)
PWR PLT MAINT SUPV	2.000	2.000	2.000	
PWR PLT MECH	6.000	6.000	6.000	
PWR PLT OP	14.000	14.000	16.000	2.000
PWR PLT SHIFT SUPV	5.000	5.000	5.000	
PWR PROD ENG	2.000	2.000	2.000	
PWR PROD MGR	1.000	1.000	1.000	
PWR RESOURCES MGR	1.000	1.000	1.000	
PWR SUPPLY SCHEDULER	1.000	1.000	1.000	
PWR SYS OP SUPV	2.000	2.000	3.000	1.000
PWR SYSTEM OP	12.000	12.000	12.000	
PWR SYSTEM OP TRAINEE	1.000	2.000	2.000	
SECURITY GUARD	3.000	5.000	5.000	
SKILLED WKR	1.000	1.000	1.000	
SR ADM ANALYST (M)	4.000	4.000	4.000	
SR ADM ANALYST (Z)	1.000	2.000	2.000	

BURBANK WATER AND POWER

Authorized Positions

CLASSIFICATION TITLES	STAFF YEARS FY 2024-25	STAFF YEARS FY 2025-26	STAFF YEARS FY 2026-27	CHANGES FROM PRIOR YEAR
SR CIVIL ENG-BWP	1.000	1.000	1.000	
SR CLK	6.000	6.000	6.000	
SR COMM TECH	1.000	1.000	1.000	
SR CONDUIT MECH-G	1.000	1.000	1.000	
SR CTRL OP	4.000	4.000	4.000	
SR ELEC ENG	4.000	4.000	4.000	
SR ELEC SERV PLNER	2.000	2.000	2.000	
SR ELECTRICIAN	6.000	6.000	6.000	
SR ENGNRG TECH	1.000	-	-	
SR ENVIRONMENTAL ENG	1.000	1.000	1.000	
SR FLEET MAINT TECH	2.000	2.000	2.000	
SR GIS SPECIALIST	1.000	1.000	1.000	
SR INSTRUMENT CTRLS TECH	1.000	1.000	1.000	
SR LINE MECH-G	7.000	8.000	8.000	
SR PWR PLT MECH	4.000	4.000	4.000	
SR SECRETARY	5.000	5.000	5.000	
SR SECURITY GUARD	1.000	1.000	1.000	
SR SURVEY AIDE	1.000	1.000	1.000	
SR TEST TECH	4.000	4.000	4.000	
SR UTILITY ACCTG ANALYST	3.000	3.000	3.000	
SR UTILITY BUSINESS SYS ANALYST	-	2.000	2.000	
SR WTR PLT MECH	2.000	2.000	2.000	
SR WTR PLT OP	3.000	3.000	3.000	
STOREKEEPER	5.000	5.000	4.000	(1.000)
SUSTAINABILITY OFCR	1.000	1.000	1.000	
SYS ENG	1.000	1.000	1.000	
TEST TECH	5.000	5.000	5.000	
TEST TECH SUPV	2.000	2.000	2.000	
UTILITY BUSINESS SYS ANALYST	-	4.000	4.000	
UTILITY FACILITIES SUPV	1.000	1.000	1.000	
UTILITY LINE MECH-G	1.000	-	-	
UTILITY PROJ MGR	-	1.000	1.000	
UTILITY WKR	1.000	1.000	1.000	
WAREHOUSE MGR-BWP	1.000	1.000	1.000	
WTR MAINT-CONST SUPT	1.000	1.000	1.000	
WTR METER MECH	2.000	2.000	2.000	
WTR PLT OP	3.000	3.000	3.000	
WTR QUALITY ANALYST	1.000	-	1.000	1.000
WTR QUALITY MGR	-	1.000	1.000	
WTR SERV PLNER	2.000	2.000	2.000	
WTR SUPV	5.000	5.000	5.000	
TOTAL STAFF YEARS	**360.000**	**377.000**	**392.000**	**15.000**

NON-DEPARTMENTAL

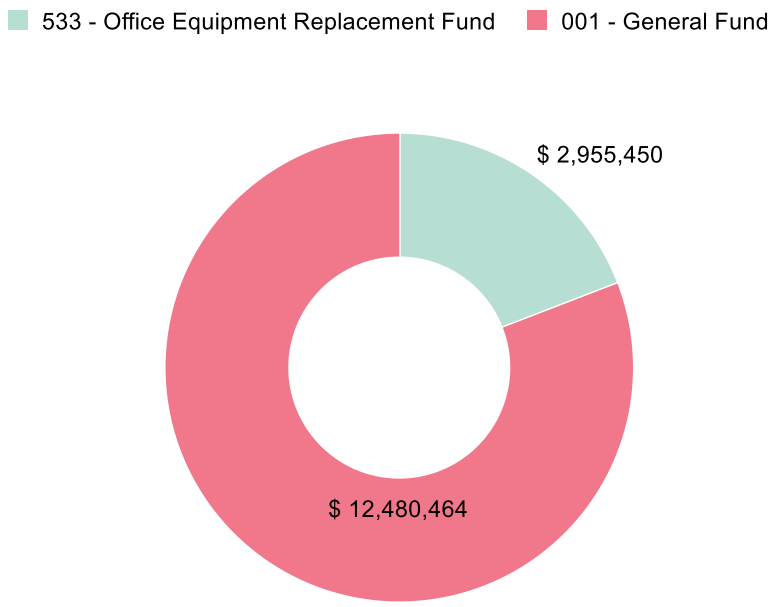
ABOUT NON-DEPARTMENTAL

The Non-Departmental section centrally budgets and accounts for functions not included in specific department budget sections.

DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Staff Years	-	-	-	
Salaries & Benefits	$ 6,048,215	$ 10,785,027	$ 5,243,214	$ (5,541,813)
Materials,Supplies & Services	1,883,557	1,523,699	2,318,345	794,646
Capital Assets	(45,461)	-	1,250,652	1,250,652
Contributions to Other Funds	9,094,285	7,944,599	6,623,703	(1,320,896)
	$ 16,980,595	**$ 20,253,325**	**$ 15,435,914**	**$ (4,817,411)**

DEPARTMENT SUMMARY
FY 2026-27: $ 15,435,914



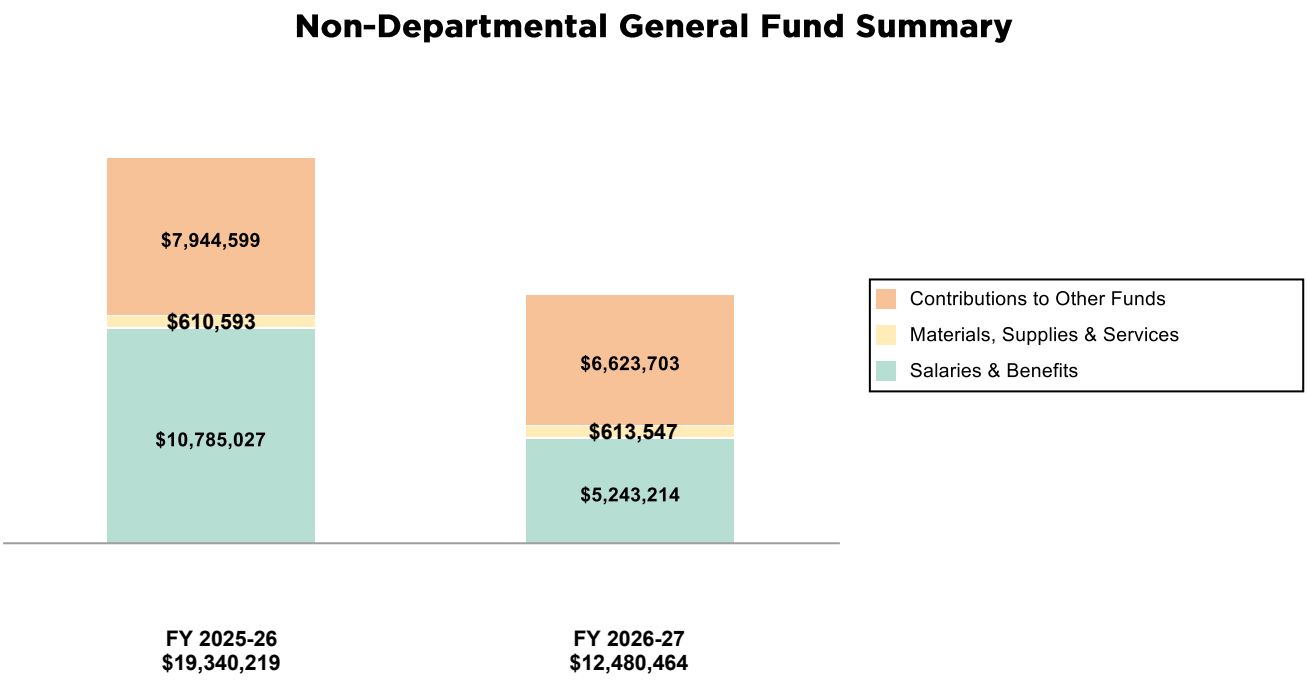
GENERAL FUND
NON-DEPARTMENTAL
001.ND01A

This section accounts for General Fund functions not included in specific department budget sections.

OBJECTIVES

Several General Fund expenses are not associated with a particular City department and thus are budgeted in Non-Departmental accounts. These items include taxes, education reimbursements for City employees, and transfers to other funds.

Continuing for FY 2026-27 is a $4.7 million transfer to the Municipal Infrastructure Fund (Fund 534). This annual contribution is the General Fund's Maintenance of Effort (MOE) that was adopted in October 2018 as part of the City Council's Financial Policies and went into effect with the passage of the Burbank Infrastructure and Community Services Protection Measure, also known as Measure P.



GENERAL FUND
NON-DEPARTMENTAL
001.ND01A

	EXPENDITURES FY 2025-26	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
60012.1004 Fringe Bnfts:Survivor Level 4	$ 38,727	$ 95,000	$ 95,000	$
60012.1007 Fringe Bnfts:Replacement Benefit	132,202	195,000	195,000	
60012.1532 Fringe Bnfts:PERS One Time Pay	1,414,200	1,414,200	1,414,200	
60016.1004 Frng Bnfts-Sfty:Survivor Level 4	9,425	25,750	25,750	
60016.1532 Frng Bnfts-Sfty:PERS One Tm Py	4,500,000	4,500,000	-	(4,500,000)
60018.0000 Holding Account	-	4,555,077	3,513,264	(1,041,813)
Salaries & Benefits	**6,094,554**	**10,785,027**	**5,243,214**	**(5,541,813)**
62055.1000 Ext Legal Svcs:Strat Legal Cost	$ 30,176	$ 75,000	$ 75,000	$
62085.0000 Other Professional Svcs	7,080	-	-	
62170.0000 Priv Cont Svcs	3,500	6,000	6,000	
62195.1000 Economic Development Agreeeme	150,000	-	-	
62300.0000 Spec Dept Supl	31,092	-	-	
62300.1018 Spec Dept Supl:Wellness	4,295	10,000	10,000	
62345.0000 Taxes	17,969	18,000	18,000	
62470.0000 F533 Office Equip Rental Rate	40,000	60,000	60,000	
62496.0000 F537 Computer System Rental	2,253	3,379	6,333	2,954
62560.0000 Employee banquet & awards	84,204	77,214	77,214	
62575.0000 Boards/Commissions Award Dinner	12,797	15,000	15,000	
62745.1000 Safety Program:Safety Shoes	57,128	86,000	86,000	
62765.0000 Edu Reimb-Citywide	120,406	250,000	250,000	
62895.0000 Miscellaneous Expenses	9,451	10,000	10,000	
Materials, Supplies & Services	**570,351**	**610,593**	**613,547**	**2,954**
70000.0000 Land purchase	$ 250,000	$ -	$ -	$
Capital Expenses	**250,000**	**-**	**-**	
85101.0370 Transf to Oth Fund:Gen Capital	$ 595,406	$ 1,522,130	$ 100,000	$ (1,422,130)
85101.0498 Transf to Oth Fund:Refuse Col	-	20,000	20,000	
85101.0534 Transf to Oth Fund:Municipal Build	4,700,000	4,700,000	4,700,000	
85101.0537 Transf to Oth Fund:Info Sys Repl	1,702,469	1,702,469	1,803,703	101,234
Contributions to Other Funds	**6,997,875**	**7,944,599**	**6,623,703**	**(1,320,896)**
Total Expenses	**$ 13,912,780**	**$ 19,340,219**	**$ 12,480,464**	**$ (6,859,755)**

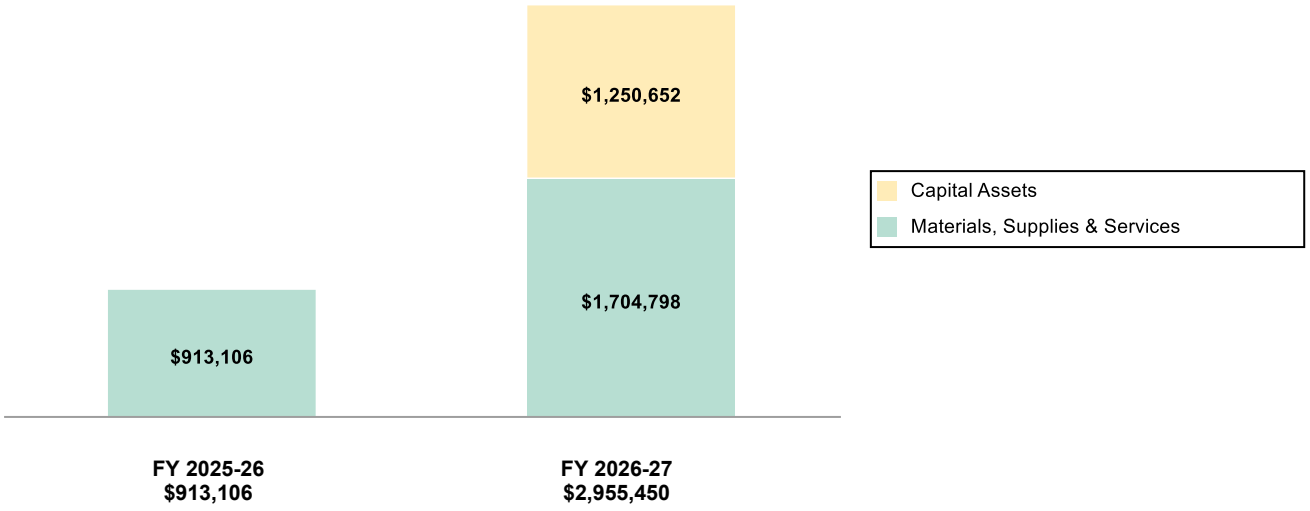
OFFICE EQUIPMENT REPLACEMENT FUND
NON-DEPARTMENTAL
533.TOTAL GL COST CENTER

This fund provides for the orderly replacement and maintenance of office equipment such as furniture, tools, and machines. These activities are coordinated through the Financial Services Department's Budget Division.

OBJECTIVES

The machinery and equipment clearing account provides for the scheduled replacement of depreciated equipment that is at the end of its useful life.

Non-Departmental Office Equipment Replacement Fund Summary



	EXPENDITURES FY 2025-26	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62496.0000 F537 Computer System Rental	$ 2,145	$ 3,217	$ 1,936	$ (1,281)
63015.0000 Depreciation Exp - Mach & Equip	592,478	661,105	1,451,222	790,117
63045.0000 Depreciation Exp - Other Non-Utilit	1,901	2,856	5,712	2,856
63050.0000 Non-Capitalized Assets	111,026	245,928	245,928	
Materials, Supplies & Services	**707,550**	**913,106**	**1,704,798**	**791,692**
15041.0000 Machinery and Equip-Clearing	$ (20,571)	$ -	$ 1,250,652	$ 1,250,652
Capital Assets	**(20,571)**	**-**	**1,250,652**	**1,250,652**
Total Expenses	**$ 686,979**	**$ 913,106**	**$ 2,955,450**	**$ 2,042,344**

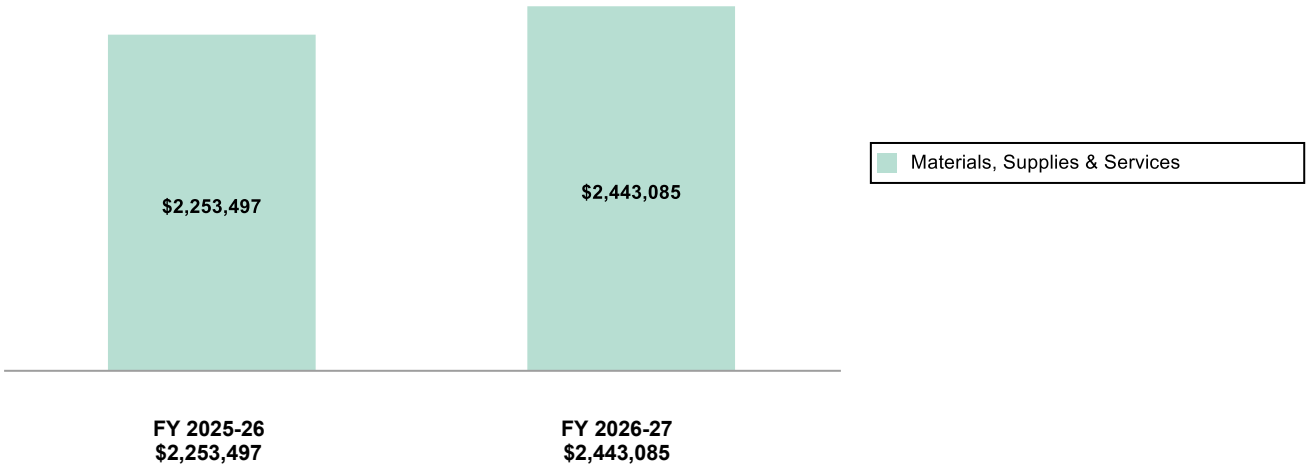
SUCCESSOR AGENCY

On January 31, 2012, the City Council affirmed the City of Burbank as the "Successor Agency to the Redevelopment Agency of the City of Burbank." As of February 1, 2012, all redevelopment agencies in California were dissolved and no longer exist as public bodies. Successor agencies are given the authority, rights, powers, duties, and obligations previously vested with the former Redevelopment Agency under the Community Redevelopment Law (with some exceptions and limitations per Assembly Bill (AB)1X 26 and AB 1484. The duties of the Successor Agency are primarily to: 1) make payments on the former Redevelopment Agency's enforceable obligations; and 2) wind-down the activities of the former Redevelopment Agency, as required by law.

DEPARTMENT SUMMARY

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
Materials, Supplies & Services	2,493,282	2,253,497	2,443,085	189,588
TOTAL	**$ 2,493,282**	**$ 2,253,497**	**$ 2,443,085**	**$ 189,588**

DEPARTMENT SUMMARY



Successor Agency Administration Fund
Administration
208.CD27A

The Administration Section is responsible for the wind-down activities of the former Redevelopment Agency and the Successor Agency. The California Health and Safety Code (Section 34171 et. seq.) allows up to three percent of enforceable obligations (or $250,000 per fiscal year, whichever is greater) for administrative costs to be paid from the Redevelopment Obligation Retirement Fund. However, the Oversight Board can reduce the amount allocated based on the number and nature of the obligations as it has fiduciary responsibilities to taxing entities per California Health and Safety Code (Section 34179 et. seq.).

OBJECTIVES

- Continue to make payments listed on the Recognized Obligation Payment Schedule (ROPS) as approved by the Oversight Board and the California Department of Finance.
- Perform obligations required pursuant to any enforceable obligations.
- Prepare ROPS for each period, including administrative cost estimates, to be paid from the Redevelopment Property Tax Trust Fund.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62035.0000 Planning & Administration	$ 129,042	$ 69,839	$ 68,520	$ (1,319)
62085.0000 Other Professional Svcs	-	10,000	10,000	
62170.0000 Priv Cont Svcs	192,000	262,967	459,271	196,304
62496.0000 F537 Computer System Rental	4,571	3,272	-	(3,272)
62895.0000 Miscellaneous Expenses	-	500	-	(500)
Materials, Supplies & Services	**325,613**	**346,578**	**537,791**	**191,213**
Total Expenses	**$ 325,613**	**$ 346,578**	**$ 537,791**	**$ 191,213**

Successor Agency Administration Fund
Debt Service – Successor Agency
208.CD28E

The Successor Agency issued a Tax Allocation Refunding Bonds - Series 2017 in November 2017, and a Tax Allocation Refunding Bonds - Series 2015 in April 2015. This cost center is responsible for debt service and bond payments that were previously administered under Fund 201 (Golden State Debt Service), Fund 202 (City Centre Debt Service), Fund 203 (West Olive Debt Service), Fund 204 (South San Fernando Debt Service) and Fund 207 (Community Facilities District No. 20015-1).

CHANGES FROM PRIOR YEAR

For FY 2026–27, debt service payments on the 2015 and 2017 Successor Agency bonds changed as scheduled: interest payments decreased while principal payments increased. The 2017 Bonds will continue this pattern for the rest of the term, ending in December 2043. The 2015 Bonds will have a lower principal payment in FY 2027–28 due to the bonds reaching a callable year in FY 2026-27 and a shift from a bond premium to a discount. After that, principal payments will increase gradually through the end of the term in December 2033.

	EXPENDITURES FY 2024-25	BUDGET FY 2025-26	BUDGET FY 2026-27	CHANGES FROM PRIOR YEAR
62820.0000 Bond Interest & Redemption	$ 849,169	$ 788,919	$ 732,294	$ (56,625)
62830.0000 Bank Svc Chg	13,500	13,000	13,000	
62845.0000 Bond/Cert Principal Redemption	1,305,000	1,105,000	1,160,000	55,000
Materials, Supplies & Services	**2,167,669**	**1,906,919**	**1,905,294**	**(1,625)**
Total Expenses	**$ 2,167,669**	**$ 1,906,919**	**$ 1,905,294**	**$ (1,625)**

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AGREEMENTS AND CONTRACTS LIST

BURBANK WATER AND POWER (BWP)

6th Street Consulting	$100,000	Technology upgrades and resiliency
Advantage Mailing, Inc.	$135,000	Annual Rate Change Notification- print/mail/postage
Alliance for Cooperative Energy Services Power Marketing, LLC. (ACES)	$500,000	Scheduling services - Tule River and backup energy and scheduling services
Archer	$250,000	North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) and Reliability Standards Compliance assistance
ASCE	$150,000	Engineering support for system planning, NERC compliance, and training
Ascend Analytics	$250,000	Request for Proposal for a solicitation platform
Aspentech	$340,000	Transmission and Distribution Management System (TDMS) maintenance and support
Aspentech/Emerson	$770,000	Geographic Information System (GIS) upgrade integration
Auriga	$100,000	Substation Ground Grid Addition and Study
Avaya	$260,000	Avaya phone system subscription contract
Axon	$200,000	Various security products for BWP In coordination with the Burbank Police Department
Baker Tilly Advisory Group, LP	$250,000	Tax advisory services for the Inflation Reduction Act (IRA) credits
Baker Tilly Advisory Group, LP	$225,000	Support for IRA and other tax strategies, forms, and compliance
Black & Veatch	$1,035,000	Reservoir 2 engineering support during construction
Black & Veatch	$800,000	On-call engineering services for various capital projects
Bureau Veritas	$150,000	BWP facilities assets' assessment
Chemtreat, Inc.	$280,000	Water treatment chemicals, as needed to maintain process chemistry in the Zero Liquid Discharge (ZLD) System
Chemtreat, Inc.	$199,678	ZLD consultant for operational assurance
Cogent Communications	$200,000	Annual cost of providing a backup solution to the Level3 connection for high-speed internet access to all city offices and ONE Burbank
Crown Castle	$100,000	Leasing co-location space at 624 South Grand (One Wilshire) carrier hotel, as well as dark fiber between the BWP network and that site
Duncan & Allen	$750,000	Legal services regarding Federal Energy Regulatory Commission (FERC) / electric regulatory/high voltage transmission rights. Assistance with the Open Access Transmission Tariff
Electric Power Engineers, LLC	$200,000	Design and engineering support for sustainability-related projects, including electric vehicle charger installations, solar, and energy storage projects
Electric Power Engineers, LLC	$400,000	Engineering support for system planning, NERC compliance, training, and Distributed Energy Resources (DER) studies
Electric Power Engineers, LLC	$300,000	Engineering support in updating the Electric Distribution Master Plan
Energy Northwest	$685,114	Operations and maintenance services of the Tieton Hydropower Project
Energy Northwest	$147,000	Supply materials required for the operations and maintenance of the Tieton Hydropower Project
Energy Northwest	$566,000	Major maintenance services of the Tieton Hydropower Project and substation

AGREEMENTS AND CONTRACTS LIST

Forward	$173,250	Call and rebate processing support
Hanna and Morton	$200,000	Southern California Generation Coalition (SCGC) - natural gas pipeline access, regulatory and rate proceedings at the California Public Utilities Commission (CPUC), and natural gas supply consulting. Gas, FERC, and supply for Aliso Canyon
HDR Engineering, Inc.	$100,000	Owners' engineer services for design reviews and technical support for electrical substation work
HDR Engineering, Inc.	$200,000	Design support for replacing obsolete equipment, system improvements, substations, and electrical and civil infrastructure
HDR Engineering, Inc.	$150,000	Bus relay replacement design support
HDR Engineering, Inc.	$200,000	Engineering support for DER projects
HDR Engineering, Inc.	$150,000	Provide engineering, technical guidance, and studies for projects that will support BWP goals set in the Renewable Portfolio Standard (RPS), including RITC Solar and Storage and Eco-Campus Solar and Storage Projects
HDR Engineering, Inc.	$1,000,000	Substation and Battery Energy Storage System (BESS) design
HDR Engineering, Inc.	$300,000	Water Distribution System Master Plan
HDR Engineering, Inc.	$800,000	On-call engineering services for various capital projects
Industrial Hygiene Management	$100,000	Industrial hygiene services for lead and asbestos at the Olive Two power plant
Infosend	$380,000	Bill, print and mail services including for the Big Horn Mailer
Intec Services Inc.	$150,000	Intrusive pole inspections
Kopple Pipeline Services	$100,000	Line stops, tapping, welding or other fabrication/welding need on water pipeline projects
Lanair Group	$130,000	Annual cost of providing Remote Infrastructure Monitoring and Support (RIMS) for ONE Burbank network devices
Level3 Communications	$400,000	Annual cost of providing high-speed internet access to all city offices and ONE Burbank customers per the City of Burbank (COB)/Level3 Agreement
Maxim Crane Works	$150,000	Crane services
MLE Consulting, Inc.	$100,000	Consulting for BWP's department-wide succession planning initiative and overall utility business continuity
Motive Energy Telecommunications Group Inc.	$200,000	Engineering support for planning and design of pole replacements
Motive Energy Telecommunications Group Inc.	$100,000	Joint-Pole Agreement processing support
Motorola Solutions, Inc. c/o City of Glendale	$250,000	ICI System maintenance and system upgrade agreement
NAES Corp.	$176,250	Update Magnolia Power Project (MPP) procedures and training materials for operational personnel
NewGen Strategies & Solutions, LLC	$160,000	Electric cost of service (COS) consultant
OATI	$300,000	Energy trading and financial tracking software
Optiv/Dragos	$120,000	Managed services for security operations
Oracle OPower	$275,000	Time-of-Use (TOU) communications
Oracle OPower	$540,000	OPower-weekly energy updates, high bill alerts, Home Energy reports, Business Energy reports, Water Usage reports
Parkia	$200,000	Substructure inspection consulting
Parkia	$400,000	Design and engineering support for housing and large developments

AGREEMENTS AND CONTRACTS LIST

Proliant Security	$350,000	Temporary security staffing
Puretec Industrial Water	$329,866	Demineralized water production
RHA	$275,000	Business Bucks Program
SCPPA	$150,000	Southern California Public Power Authority (SCPPA) services to hire interns and consultants for resource planning
SEL Engineering Services, Inc.	$100,000	Provide engineering and technical guidance for projects
SSP Innovations	$400,000	Application enhancements
Synergy	$1,100,000	Electrification Direct Install Pilot Program (Public Benefits)
Synergy	$1,900,000	Home Improvement Program
Synergy	$280,500	Comprehensive water efficiency, leak detection, and repairs
TBD	$100,000	Engineering support for unplanned plant maintenance issues, such as equipment malfunctions and failures, integration of regulatory or insurance safety audit findings and recommendations, and addressing other reliability issues to be identified
TBD	$100,000	Provide environmental compliance and permitting support for MPP storm water, air quality, and waste management activities
TBD	$214,350	Air quality testing to meet standards and ensure regulatory compliance. Possible use of up to four vendors
TBD	$150,000	Supervisory Control and Data Acquisition (SCADA) and related systems engineering support
TBD	$2,500,000	Eco-campus Solar and Storage (and possible electric vehicle charging stations) Pilot Project
TBD	$2,919,485	Olive Plant decommissioning
TBD	$2,750,000	Power supply reliability, baseload, and other resources study
TBD	$100,000	Environmental compliance support
TBD	$100,000	Recruitment services for management
TBD	$200,000	Technology improvements for automating contracts and contract searches
TBD	$200,000	Greenhouse Gas (GHG), power resources, file management, regulatory, and power supply consulting
TBD	$600,000	Integrated Resources Plan (IRP) development, studies, and update
TBD	$250,000	Succession planning, business continuity, retention, records management, and process improvements
TBD	$250,000	Temporary and expertise staffing needs
TBD	$500,000	Transmission and interconnection studies with the Los Angeles Department of Water and Power(LADWP) and the California Independent System Operator (CAISO), and data analysis for Energy Imbalance Market (EIM)/Extended Day Ahead Market (EDA), etc.
TBD	$1,000,000	Studies to determine opportunities of joining other Balancing Authorities (BA)/overall transmission study (including CAISO and/or EIM and EDAM in the CAISO). Studies to consider other power resource options
TBD	$1,000,000	Power supply resiliency, litigation, and auditing for compliance activities (SB 1020, etc.), consulting for regulatory activities, and a need for additional support on a continuity plan for overall operations

AGREEMENTS AND CONTRACTS LIST

TBD	$300,000	Temporary staffing - field personnel to exchange electric meters
TBD	$100,000	Design and engineering support for regulatory compliance-related tasks or projects, including wildfire mitigation, NERC, and other federal or state
TBD	$150,000	Relay replacement design support
TBD	$100,000	Design support for replacing power circuit breakers
TBD	$200,000	Substation Remote Terminal Unit (RTU) replacement design support
TBD	$100,000	Engineering support for substructure installation inspection
TBD	$100,000	Update of 12 kV distribution standards
TBD	$150,000	Engineering support for system studies and other DER-related work
TBD	$100,000	Drawing conversion and document management
TBD	$100,000	BWP manager level recruitment
TBD	$250,000	Succession planning, retention, strategic planning, organizational development, and records management
TBD	$250,000	Large-scale reports such as small modular reactors, resiliency, and board requests for study cases
TBD	$200,000	Call Center overflow services
TBD	$250,000	Technology efficiency implementation services
TBD	$1,180,000	Temporary staffing for operational support (Call Center, Credit, Billing)
TBD	$120,000	Operations, technology, security protection, and monitoring
TBD	$125,000	Consulting, contracting, and engineering services for physical security systems
TBD	$100,000	Classifications and compensation, succession planning, document management, and process mapping for utility staff
TBD	$245,000	Specialized services, supporting BWP with succession planning, document control, process mapping, and Environmental, Health, and Safety (EHS) technical writing for regulatory-required Policies and Procedures
TBD	$165,360	Regulatory Safety, Health and Environmental Training Program
TBD	$110,000	Demand Response Program
TBD	$165,000	Upstream Efficiency Incentives re-launch
TBD	$242,000	Low-income Appliance Exchange Program
TBD	$110,000	Direct Install Pilot Program (Low Carbon Fuel Standards)
TBD	$110,000	Advisory services
TBD	$110,000	Peak Load Reduction Pilot Program
TBD	$165,000	Creative strategy, content, and graphics for BWP
TBD	$130,000	Community outreach and communications - for annual rate increases, education on utility topics, and marketing communications
TBD	$150,000	Operations technology support for integrations
TBD	$300,000	Temporary staffing - backfill for Meter Data Management (MDM) Project
TBD	$300,000	Business Application Systems Office Relocation Project
TBD	$2,000,000	Online Account Manager Portal Implementation Project

AGREEMENTS AND CONTRACTS LIST

TBD	$200,000	Managed services for Workforce Management (WFM) software
TBD	$200,000	System integration support
TBD	$500,000	Metropolitan Water District (MWD) B-1 Booster Station improvements
TBD	$2,070,000	Reservoir 2 construction management services
TBD	$13,389,500	Seismic Retrofit Pipeline Project construction contract
TBD	$1,338,950	Seismic Retrofit Pipeline Project management contract
TerranearPMC	$10,869,972	Burbank Operable Unit (BOU) Contract Operator (Calendar Year Budget)-paid out of the Lockheed Martin Trust
The Centre for Organization Effectiveness	$100,000	Succession planning, leadership engagement and coaching, organizational strategy and consulting, and staff/supervisor training
The Ferguson Group	$100,000	Grant writing support
The Ferguson Group	$110,000	Federal legislative advocacy services
TMG Utility Advisory Services, Inc. DBA TMG Consulting, Inc.	$700,000	Managed services for Customer Cloud Solution Services (CCS) and MDM
TMG Utility Advisory Services, Inc. DBA TMG Consulting, Inc.	$910,000	Managed services for CCS
Tryfacta	$250,000	Temporary staff to support consistent marketing and application processing activities
Tryfacta and / or Robert Half	$300,000	Temporary staffing and interns
Tryfacta, Inc.	$300,000	Temporary staffing for the engineering support of capital work
Utility Data Contractors Inc (UDC)	$400,000	GIS support
Utility Data Contractors, Inc	$100,000	GIS Upgrade support
VertexOne/Watersmart	$110,000	WaterSmart Leak Alerts and Home Water Reports
W.A. Rasic	$784,900	Progressive design/build project to replace six transmission main valves
Water Resources Economics, LLC	$149,905	Water COS consultant
Woodard & Curran	$800,000	On-call engineering services for various capital projects
Zayo Group LLC	$100,000	Transfer of services from vendor Level 3 to vendor Zayo Group LLC
TOTAL	**$76,627,080**	

CITY ATTORNEY

First Legal Buyer	$125,000	Legal Support Services
West Publishing	$100,000	Legal Research Materials
TOTAL	**$225,000**	

AGREEMENTS AND CONTRACTS LIST

CITY CLERK

LA County Registrar-Recorder County Clerk	$500,000	Coordination with Los Angeles County to run City of Burbank elections and administer other election services.
TOTAL	**$500,000**	

COMMUNITY DEVELOPMENT DEPARTMENT

AECOM	$1,000,000	On-call planning services
AECOM Technical Services, Inc.	$1,000,000	On-call transportation planning, parking management, engineering services
AimTD LLC	$500,000	On-call transportation planning, parking management, engineering services
Allied Universal	$554,062	To provide homelessness outreach services
Allied Universal	$100,000	To provide homelessness outreach services in Downtown Burbank
Alta Planning + Design	$800,000	On-call planning services
Architectural Resources Group	$300,000	Mills Act program audit
BAE Urban Economics, Inc.	$700,000	On-call planning services
Boys & Girls Club	$200,000	To provide a program to prevent and address the opioid and substance used epidemic
CRA Mobility	$500,000	On-call transportation planning, parking management, engineering services
CSG Consultants, Inc,	$500,000	On-call planning services
CSG Consultants, Inc.	$2,000,000	On-call Building and Safety consulting services
David Evans and Associates, Inc.	$1,000,000	On-call transportation planning, parking management, engineering services
De Novo Planning Group	$1,000,000	On-call planning services
Dorado Company	$470,000	Program Management Services for the Complete Streets and Regional Transit Capital Projects
Dorado Company	$200,000	Professional construction management services for projects with a focus on entitlement approval, plan creation oversight, new construction, infrastructure improvements, and ground-up projects, additions, remodels, and/or alterations to existing facilities, including but not limited to City-owned assets
Dudek	$1,000,000	On-call planning services
Dudek	$100,000	On-call transportation planning, parking management, engineering services
Environmental Science Associates	$1,000,000	On-call planning services
Evan Brooks Associates	$1,000,000	On-call planning services
Evan Brooks Associates	$500,000	On-call transportation planning, parking management, engineering services
Eyestone Environmental	$700,000	On-call planning services
Family Service Agency	$300,000	To provide critical access to recovery support for opioid use disorder
Fehrs & Peers	$2,000,000	On-call transportation planning, parking management, engineering services
Fieldtek Electric LLC	$750,000	On-call Building and Safety consulting services
General Technologies & Solutions, Inc.	$500,000	On-call transportation planning, parking management, engineering services
Gibson Transportation Consulting, Inc.	$500,000	On-call transportation planning, parking management, engineering services
HdL Companies	$500,000	Business license and business tax administration and professional services
HDR, Inc.	$750,000	Consulting services to prepare sewer capacity studies
Historic Resources Group	$300,000	Mills Act program audit

AGREEMENTS AND CONTRACTS LIST

Home Again Los Angeles	$300,000	To provide staffing for increased shower and laundry hours, 1 FTE case manager, the purchase of a van and facility improvements at the Burbank Temporary Aid Center
Home Again Los Angeles	$285,000	To provide a housing crisis program (motel vouchers)
Housing Rights Center	$100,000	To further the City Council's tenant protection goals by offering Housing Rights Clinics (HRC), where tenants and landlords can consult with an HRC attorney on housing-related concerns. Provide two annual workshops to increase awareness and education on tenant and landlord rights
Hyder Property Management Professionals	$150,000	Consultant services to monitor multi-family properties with affordability covenants in the City of Burbank for annual compliance
Interwest Consulting Group, Inc.	$700,000	On-call planning services
Interwest Consulting Group, Inc.	$500,000	On-call transportation planning, parking management, engineering services
Interwest Consulting Group, Inc.	$1,500,000	On-call Building and Safety consulting services
Iteris Almaviva Group	$1,000,000	On-call transportation planning, parking management, engineering services
J.Lee Engineering, Inc.	$2,000,000	On-call Building and Safety consulting services
JAS Pacific	$2,000,000	On-call Building and Safety consulting services
Keyser Marston Associates Inc. (KMA)	$200,000	Consulting services to prepare Inclusionary Housing and Density Bonus regulations
Keyser Marston Associates Inc. (KMA)	$100,000	Professional Services - Financial Consulting
Kimley-Horn and Associates Inc.	$826,609	Chandler bikeway extension Plans, Specifications, and
Kimley-Horn and Associates Inc.	$1,500,000	On-call transportation planning, parking management, engineering services
Kimley-Horn Associates, Inc.	$1,000,000	On-call planning services
Kittleson and Associates	$500,000	On-call transportation planning, parking management, engineering services
LAZ Parking California LLC	$1,500,000	Paid parking management/operations
LG2WB Engineers, Inc. dba Linscott, Law & Greenspan, Engineers	$500,000	On-call transportation planning, parking management, engineering services
Michael Baker International	$1,000,000	On-call planning services
Michael Baker International	$1,000,000	On-call transportation planning, parking management, engineering services
MNS Engineers	$800,000	On-call planning services
MNS Engineers	$500,000	On-call transportation planning, parking management, engineering services
Moore and Associates	$150,000	Transit marketing and outreach call center costs for Burbank Bus services
Moore and Associates	$500,000	On-call transportation planning, parking management, engineering services
Moore Lacofano Goltsman, Inc.	$750,000	On-call planning services
Moule & Polyzoides	$750,000	Transit-oriented development-specific plan
MV Transportation	$3,500,000	Burbank Bus fixed-route transit operations
National Data and Survey Services	$500,000	On-call transportation planning, parking management, engineering services
NV5, Inc.	$1,500,000	On-call Building and Safety consulting services
ParkMobile, LLC	$500,000	Paid parking mobile application
Psomas	$800,000	On-call planning services
Psomas	$750,000	On-call transportation planning, parking management, engineering services

AGREEMENTS AND CONTRACTS LIST

Rick Engineering Company	$500,000	On-call transportation planning, parking management, engineering services
Rincon Consultants	$1,000,000	On-call planning services
Rincon Consultants	$100,000	GreenHouse Gas Reduction plan reporting tool and project implementation
Stratiscope	$100,000	Consultant Services for ED Strategic Plan Initiatives
T2/Upsafety	$175,000	Parking permit and services software
TBD	$300,000	The SAFE Storage and Navigation Center
TBD	$500,000	To provide an Enhanced Renters Relocation Program
TBD	$100,000	Consultant for 5 Year Homeless Plan
TBD	$100,000	Professional Services for Housing Developments - Rental and Ownership- Homekeys
TBD	$900,000	Contractor to construct the AMC Walkway Project (Palm Ave. Paseo Upgrades)
TBD	$200,000	To provide the Real Estate Section with as-needed right-of-way consulting services
TBD	$250,000	To provide the Real Estate Section with as-needed architectural and engineering services
TBD	$200,000	To provide the Real Estate Section with as-needed construction and project management services
TBD	$200,000	To provide the Real Estate Section with as-needed environmental services
TBD	$150,000	To provide the Real Estate Section with as-needed appraisal services
TBD	$125,000	To provide the Real Estate Section with as-needed land surveying services
TBD	$100,000	To provide the Real Estate Section with as-needed escrow services, title services, and title policy insurance
TBD	$500,000	Historic preservation consulting services
TBD	$280,000	Consultant services for environmental review
TBD	$800,000	Consultant services for long-range planning, transportation planning, and environmental assessment
TBD	$750,000	Consulting services for preparation of environmental impact reports and associated studies
TBD	$500,000	Consulting services for CEQA review and environmental determinations
TBD	$500,000	Consulting services for CEQA review and environmental determinations
TBD	$500,000	Planning services for environmental assessment and studies
TBD	$500,000	Planning services for environmental assessment and studies
TBD	$500,000	Planning services for environmental assessment and studies
TBD	$300,000	Environmental review for development project
TBD	$300,000	Planning services to assist with current planning projects and plan review submittals and permits
TBD	$300,000	Planning services to manage long-range planning and/or large development projects
TBD	$350,000	Planning support services to assist with design review, planning counter, and discretionary permit reviews
TBD	$500,000	Consulting services for general plan and housing element compliance, goals, and policy implementation
TBD	$250,000	Services for grant application and administration
TBD	$250,000	Consultant services for design review and conditions compliance
TBD	$750,000	Housing element update housing plan program implementation

TBD	$500,000	Current and long-range planning
TBD	$500,000	Current planning and council directives
TBD	$500,000	Current planning, wireless services and State/Federal mandates
TBD	$500,000	Ongoing implementation of Media District Specific Plan
TBD	$500,000	Ongoing implementation of Downtown TOD Specific Plan
TBD	$500,000	Ongoing implementation of Golden State Specific Plan
TBD	$500,000	Ongoing implementation of Burbank Rancho Specific Plan
TBD	$500,000	Current planning, outdoor dining regulations
TBD	$500,000	Fiscal analysis related to proposed land use developments and agreements
TBD	$750,000	Analysis and implementation of permitting and plan check software and enterprise system
TBD	$500,000	Electric Vehicle Chargers
TBD	$6,000,000	Burbank Bus fixed-route transit operations
TBD	$300,000	Transportation projects project management and consultant services
TBD	$500,000	Olive/Verdugo/Sparks intersection - updated design concept PS&E (reimbursed by Measure R Highway Funds)
TBD	$600,000	Vision Zero/Safer Streets implementation - analysis and design
TBD	$400,000	Vision Zero/Safer Streets Implementation
TBD	$100,000	Consultant services for design of Phase 2 improvements related to Racho Providencia Neighborhood Protection Plan
TBD	$695,000	Consultant services to build the Safer Downtown Burbank Mobility Network Improvement Project, bicycle and pedestrian improvements
TBD	$6,000,000	Project management, develop and submit Caltrans Project Initiation Documentation, develop architectural renderings, PAED (CEQA/NEPA), develop 30% level design plans for Olive Bridge Replacement
TBD	$1,000,000	Project management, develop architectural renderings, PAED (CEQA/NEPA), develop 100% civil level design plans for Phase 2 of San Fernando Boulevard Reconfiguration
TBD	$100,000	Trash hauling service at Orange Grove Parking Structure
TDG Engineering Inc (Toole Design)	$1,500,000	On-call transportation planning, parking management, engineering services
The Arroyo Group	$800,000	On-call planning services
The Code Group, Inc. (dba "VCA Code")	$800,000	On-call planning services
The Code Group, Inc. (dba "VCA Code")	$1,500,000	On-call Building and Safety consulting services
TJKM	$500,000	On-call transportation planning, parking management, engineering services
Transtech Engineering, Inc	$500,000	On-call transportation planning, parking management, engineering services
Transtech Engineers, Inc.	$1,500,000	On-call Building and Safety consulting services
TRB and Associates, Inc.	$2,000,000	On-call Building and Safety consulting services
True North Compliance Services Inc.	$1,500,000	On-call Building and Safety consulting services
UltraSystems Environmental, Inc.	$800,000	On-call planning services
Universal Protection Service	$300,000	Security guard services at the Downtown Burbank Metrolink Station
West Coast Code Consultants, Inc. (WC3)	$1,500,000	On-call Building and Safety consulting services
Willdan Engineering	$1,500,000	On-call Building and Safety consulting services

Willdan Engineering	$800,000	On-call planning services
Willdan Engineering	$300,000	Consultant services for the Golden State Neighborhood Protection Plan
Willdan Engineering	$1,500,000	On-call transportation planning, parking management, engineering services
TOTAL	**$99,960,671**	

FINANCIAL SERVICES

Lance Soll & Lunghard LLP (LSL)	$157,780	External Audit Services
TOTAL	**$157,780**	

FIRE DEPARTMENT

Regents of the University of California (UCLA Center for Prehospital Care)	$200,000	Provide an Emergency Medical Services Nurse Educator to facilitate system quality improvement and continuing education for personnel
TBD	$300,000	Provide annual brush clearance on all City property and removal of dead trees as needed
TBD	$180,000	Professional services to develop a citywide Continuity of Government Plan including Departmental Continuity of Operations Plan to be used during the course of a major disaster and thereafter
Wittman Enterprises	$350,000	Billing for Fire Department services, including Emergency Medical Services (Paramedic Services and Transport) and specified Fire and Life Safety activities as necessary.
TOTAL	**$1,030,000**	

AGREEMENTS AND CONTRACTS LIST

INFORMATION TECHNOLOGY (IT)

3Di	$200,000	Consulting services for the Mobile Application Platform (Our Burbank 311)
6th Street Consulting	$75,000	SharePoint (BEN) support and upgrades
Abacus	$100,000	Case management support for the City Attorney's Office
Ascend Integrated Technology	$175,000	Jira Service Desk Management support
Astrion	$100,000	Website development services
Astrion	$200,000	Liferay portal for the Library Services Department
Convergint	$250,000	Video surveillance system for the Police Department
Edgesoft	$275,000	Epals and AI Chatbot (Ask Burbank) support
Forward Progress Staffing	$250,000	Temporary staffing services - Project Managers
Government Finance Officers Association (GFOA)	$350,000	Request for Proposal (RFP) support for Oracle Enterprise Resource Planning upgrade/replacement
IBM (formerly AST)	$600,000	Managed services support for the City's Oracle Enterprise Resource Planning (ERP) system
Innofin	$250,000	Oracle Enterprise Performance Management support
ISA USA	$140,000	Document scanning services for the City Clerk's Office
Keycode Media	$250,000	Buena Vista Audio Visual Upgrade Project
Konica Minolta Business Solutions	$150,000	Ongoing Enterprise Content Management (ECM) support/implementation/development
NorthSouth GIS LLC (NSGIS)	$75,000	GIS technology analysis, assessment, and testing
P Murphy / Intelliswift	$250,000	Temporary Staffing Services - Service Desk
SDI Presence	$150,000	Land Management replacement study
Tepa LLC (NorthSouth GIS)	$150,000	GIS Consulting
Transit Asset Management (formerly Faster Asset Solutions)	$100,000	Upgrade and database migration to the Cloud
UBEO	$300,000	Managed Print Services
Valiantys Federal America Inc.	$100,000	Agile IT Service Management Support Services
Versaterm/CitCom	$600,000	CAD/RMS Support/maintenance
TBD	$100,000	Contract lifecycle management for the Financial Services Department
TBD	$200,000	Project Manager Backfill for ERP implementation
TBD	$175,000	Public Records Act Efficiency Solution
TBD	$100,000	Electric Vehicle Online Permits - continued expansion of online permits to include residential EV Charging
TBD	$300,000	EJ Ward upgrade
TOTAL	**$5,965,000**	

LIBRARY SERVICES

Ingram Library Services	$250,000	Library Materials - physical collection
MOCA Services Inc.	$6,380,473	Project Management for New Library/Civic Center Project
Overdrive Inc.	$300,000	Digital Content Purchases - Library e-Collection
Sirsi Corporation	$200,000	Integrated Library Systems - Software and Technical Support
TBD	$250,000	Audio-Visual Consultant for Design and Renovation of Buena Vista Community Room (with IT)

TBD		$400,000	Legal Counsel for New Library/Civic Center Project
Universal Protection Services, LLP		$250,000	Contract security ambassador services to support library safety at Library branches
TOTAL		**$8,030,473**	

MANAGEMENT SERVICES

AdminSure		$200,000	Workers' Compensation Third Party Administrator
Aon Risk Services		$125,000	Citywide Broker Services
Aon Risk Services		$125,000	Broker services for SCPPA projects administered by BWP
Arduengo Investigations Professional Law Corporation		$300,000	Personnel investigations
A-Tech		$100,000	Environmental consulting services for sanitary sewer overflows
Atkinson, Andelson, Loya, Ruud & Romo		$205,000	Fair Labor Standards Act (FLSA) review of classifications and ongoing consulting
Bardavon		$175,000	Workers' Compensation physical therapy
Best IRS		$100,000	Temporary Staffing
Best, Best, & Kreiger LLP		$300,000	Tax/benefits attorney employee referral
Best, Best, & Kreiger LLP	TBD		Labor attorney
Bhimani Law APC DBA Axis Workplace Investigations		$300,000	Personnel investigations
Burke, Williams, & Sorensen, LLP		$350,000	Personnel investigations
Care Fast Urgent Care		$175,000	Pre/post Employment physical, drugscreen, audiograms, respirator clearance
Chou Law Group, LLP		$115,000	Workers' Compensation Defense firm
Concentra		$100,000	Respiratory and hazardous material exposure exams, counseling, medicals, Department of Transportation (DOT) Drug and Alcohol Testing
CW Law LLP		$115,000	Panel attorney
D.A Law Firm		$115,000	Panel attorney
Delta Dental		$1,650,000	Group dental coverage per Memorandum of Understandings (MOUs)
Empathia Pacific, Inc.		$120,000	Employee Assistance program per MOUs
Express Scripts		$575,000	Pharmacy Program
Fisher Law Ltd.		$115,000	Workers' Compensation Defense firm
Glendale Adventist Medical Center		$130,000	To provide medical evaluations and related medical services
Glendale Adventist Occupational Medicine Center		$150,000	Respiratory and hazardous material exposure exams, counseling, medicals, Department of Transportation (DOT) Drug and Alcohol Testing
Grail Biotech		$160,000	Cancer screening testing and analysis for the Burbank Fire Fighter Wellness Program
Hanna, Brophy, MacLean, McAleer & Jensen, L.L.P.		$375,000	Internal Dispute Resolution (IDR) Legal and Work Comp Defense
ISYS Solutions, Inc.		$130,000	Workers' Compensation Nurse Case Management
Kaiser on the Job		$100,000	Respiratory and hazardous material exposure exams, counseling, medicals, DOT Drug and Alcohol Testing
Liebert Cassidy Whitmore		$150,000	Labor relations training workshops, legal services, and consortium consultation
Liebert Cassidy Whitmore		$150,000	Labor attorney
Lien On Me		$275,000	Bill Review
McIntyre-St.Clair		$135,000	Leadership/Management training and Executive/ Management Coaching and Citywide training
Monjaras & Wismeyer Group Inc. DBA Return to Work Partners Inc.		$300,000	Americans with Disabilities Act (ADA) Consultant

AGREEMENTS AND CONTRACTS LIST

NeoGov	$170,000	Recruitment and Onboarding software, recruitment advertising platform, employee background subscription/services, and testing subscriptions
New Era	$150,000	Respiratory and hazardous material exposure exams, counseling, medicals, DOT Drug and Alcohol Testing
New York Life Disability	$820,000	Group short term and long term disability coverage per MOUs
New York Life Group Life and AD&D	$112,000	Group Life and AD&D insurance coverage per MOUs
OAH	$150,000	Office of Administrative Hearings
Postmaster	$279,000	United States postage (metered mail)
PRG	$100,000	Temporary Staffing
Providence Medical Institute	$100,000	Safety personnel mandatory medicals
Red Wing Safety Shoes	$125,000	City employee safety shoes
Rehab West	$175,000	Utilization review and Nurse Case Management
Riskonnect/Ventiv Technology, Inc.	$225,000	Annual license fee and hosting of workers compensation software
Schneider & Associates	$100,000	Adjusting services following a sanitary sewer overflow
Sintra Group	$150,000	Employee background check services for Fire personnel
TBD	$110,000	Legal Services
TBD	$300,000	Personnel investigations
TBD	$300,000	Americans with Disabilities Act (ADA) Consultant
TBD	$100,000	Respiratory and hazardous material exposure exams, counseling, medicals, DOT Drug and Alcohol Testing
TBD	$100,000	Respiratory and hazardous material exposure exams, counseling, medicals, DOT Drug and Alcohol Testing
VSP Vision	$250,000	Group vision coverage per MOUs
Wintersteen & Casarez	$115,000	Panel attorney
Work Boot Warehouse	$140,000	City employee safety shoes
TOTAL	**$11,486,000**	

PARKS AND RECREATION

Alison Sampson	$125,000	Arts Management Consultant
All Animals Veterinary Care and Consulting PC	$250,000	Veterinarian Services
Ardurra Group, Inc.	$1,500,000	Project Management Services for the McCambridge Park Pool Replacement
Burbank Unified School District	$650,000	Joint Use Agreement with Burbank Unified School District (BUSD)
Catholic Charities of Los Angeles Inc.	$200,000	Temporary Worker Center
Clifford Design Group	$800,000	Project Management Services for the Olive Recreation Center and Little Theatre Replacement Project
Davey Resource Group	$800,000	Urban Forest Master Plan
Davey Resource Group	$150,000	Tree Keeper Service Agreement
Dudek	$200,000	Environmental Assessment Services
Dudek	$250,000	California Environmental Quality Act (CEQA) Consultant for McCambridge Park Pool Replacement Project
Dudek	$600,000	CEQA Consultant for Olive Recreation and Theater Replacement Project
Family Services Agency - Burbank	$125,000	Social Support Services
Family Services Agency - Burbank	$245,000	Youth-Based Counseling Services
JMD Landscape Design Services	$200,000	Landscape Design Services
Jones & Madhavan	$1,700,000	Architectural and design development services for the McCambridge Pool replacement project

AGREEMENTS AND CONTRACTS LIST

Jones & Madhavan	$200,000	Swimming Pool Architectural Design Services
Karen R. Constine	$125,000	Public Affairs and Arts/Culture Management Consultant
Landscape Structures, Inc.	$1,000,000	Playground Replacement Services
Landscape Structures, Inc.	$800,000	Shade Structure/Playground Maintenance
Langlios Fancy Frozen Foods, Inc.	$150,000	Senior Nutrition Program - Frozen Meals
Lehrer Architects LA, Inc.	$3,200,000	Architectural, engineering, design, and technical consulting services for the Starlight Bowl Amphitheatre Transformation Project
Mariposa Tree Management, Inc.	$2,500,000	Grid Tree Trimming Services
Mariposa Tree Management, Inc.	$750,000	Miscellaneous Tree Services
Midwest Veterinary Supply	$150,000	Medical Supplies for Animal Shelter
MIG	$200,000	Landscape Design Architectural Consulting Services
Musco Corporation, dba Musco Sports Lighting, LLC	$1,500,000	Lighting for Parks and Ballfields
National Construction Rentals	$250,000	Temporary Fencing, Portable Restrooms Services, etc, for Department Events
NJP Sports, Inc.	$100,000	Windscreen Maintenance Services
Oliver Packaging and Equipment Company	$150,000	Senior Nutrition Program - Packing Products
Pilgram Fence DBA Western Fence	$250,000	Fencing Installation and Repair Services
Professional Turf Specialties, Inc.	$150,000	Infield Maintenance for Ballfields
RJM Design Group, Inc.	$400,000	Landscape, Architectural, Planning and Design
RJM Design Group, Inc.	$3,500,000	Architectural and design development services for the Olive Recreation Center and Theatre Replacement
RPW Services	$400,000	Pest Control
Russell D. Mitchell Associates	$150,000	Irrigation Design Services
SALT Landscape Architects	$200,000	Grant Administration
Shapiro Gilman Shandler	$100,000	Senior Nutrition Program Food and Supplies
Sky Elements	$250,000	Drones Show for the 4th of July
Small Animal Surgeries, Inc.	$250,000	On-call Veterinarian Services
Susan F. Gray and Company	$150,000	Art Consultant
Sysco	$100,000	Senior Nutrition Program Food
TBD	$2,100,000	DeBell Irrigation Replacement
TBD	$700,000	CEQA Consultant for Starlight Bowl Amphitheatre Transformation Project
TBD	$500,000	Project Management Consultant for the Starlight Bowl Amphitheatre Transformation Project
TBD	$300,000	Feasibility Studies for the Starlight Bowl Amphitheatre Transformation Project
TBD	$200,000	On-Call Veterinarian Services
TBD	$680,000	Johnny Carson Park Shade Structure
TBD	$200,000	Trails Maintenance Assessment
Trio Community Meals	$1,300,000	Senior Nutrition Program Food Caterer
Universal Protection Services LP DBA Allied Universal Security Services	$500,000	Park Patrol Program Services
Valley Cultural Foundation	$100,000	Event Consulting Services
Volt	$200,000	Lighting, Sound and Event Services
Xanadu Maintenance Services	$300,000	Custodial Services
TOTAL	**$31,850,000**	

AGREEMENTS AND CONTRACTS LIST

POLICE DEPARTMENT

All City Management Services	$100,000	Crossing Guard Pilot Program
Axon Enterprise, Inc.	$1,200,000	Equipment and systems, including body-worn cameras, Drone as First Responder capabilities, digital evidence management, tasers, and fleet cameras
City of Glendale	$700,000	Joint Air Support Unit
Constant Technologies, Inc.	$700,000	Equipment including large display monitors, video wall, and operator work stations to support the build-out and operational functionality of the Real Time Intelligence Center
FLOCK	$250,000	Automated License Plate Reader System Maintenance, Equipment, and Data Analytics
LAZ Parking California, LLC	$3,200,000	Parking Enforcement Services Provider
Los Angeles County - Department of Mental Health	$300,000	Mental Health Evaluation Services
Los Angeles County Sheriff's Department	$100,000	Recruit Academy Training
Peregrine	$140,000	Secure law enforcement data integration and analytics platform that consolidates data from multiple public safety systems
Providence St. Joseph Medical Center	$200,000	Medical Examinations for Arrestees
Santa Ana College	$100,000	Orange County Sheriff's Department - Recruit Academy Training
Shield Telehealth Medical Services	$200,000	Medical Clearances for Arrestees
T2	$500,000	Parking Citation Management Processing/Collection Services
WorkCare, Inc.	$200,000	Officer Wellness Program
TOTAL	**$7,890,000**	

PUBLIC WORKS

Aquatics Design Group	$200,000	As-needed pool and water feature design and consulting services
Architecture Plus	$300,000	As-needed architectural and design services
Ardurra Group Inc.	$300,000	As-needed services to maintain regulatory compliance at the Landfill
Ardurra Group Inc.	$400,000	As-needed project and construction management services
Ardurra Group Inc.	$500,000	Project and Construction Management Services for McCambridge Pool Replacement Project
A-Tech	$100,000	Hazardous materials consulting and environmental monitoring for multiple roof project
A-Tech	$100,000	Annual hazardous materials and environmental monitoring for exhaust system replacement project
A-Tech	$200,000	As-needed facility under ground tank asset identification and compliance consulting
A-Tech	$400,000	As-needed hazardous materials and environmental monitoring
Biggs Cardosa Associates, Inc.	$400,000	Structural engineering design and inspection services
BKF Engineers	$250,000	Construction management support and inspection services for various capital improvement projects
BKF Engineers	$400,000	Land surveying services for various capital improvement projects
Blue Ridge Services	$200,000	Landfill waste cell consulting and fill sequencing planning
Brandow and Johnston	$200,000	As-needed seismic strengthening consultation and engineering
Brandow and Johnston	$200,000	Angeleno Parking Structure Tier lll design

AGREEMENTS AND CONTRACTS LIST

Bureau Veritas Tech Assessments LLC	$100,000	As-needed facility condition assessment reporting and consulting services
Bureau Veritas Tech Assessments LLC	$350,000	Consulting for Citywide facility condition assessment
Burrtec Waste Industries Inc.	$300,000	Commodity processing of recycled waste
Burrtec Waste Industries Inc.	$1,900,000	Green waste and residual waste hauling
California Consulting Inc.	$100,000	As-needed grant management consulting services
C-Below	$100,000	Under ground utility investigations and consulting for facilities
Chang Environmental	$260,000	Groundwater monitoring
Civil & Environmental Consultants, Inc.	$1,000,000	Consulting services for Landfill permitting and engineering
Clifford Design Group	$150,000	Project and construction management services for Exhaust System project
Clifford Design Group	$150,000	Project and construction management services Fire Station Fuel Systems Replacement project
Clifford Design Group	$400,000	As-needed project and construction management services
CoreStates	$100,000	Facility and underground tank systems engineering and consulting for Fire Stations 12 and 16
CoreStates	$200,000	As-needed fuels systems engineering and consulting
Crosstown Electrical & Data, Inc.	$300,000	As-needed emergency traffic signal improvement and repair services
CWE	$200,000	Final engineering design, grant support, and construction support services for McCambridge Park Stormwater Multi-Benefit Project
David Evans & Associates, Inc.	$250,000	Civil engineering support, plan check and other engineering services as needed
Direct Hire Group/RG Workforce	$800,000	Temporary field employees for Solid Waste and other sections as-needed
Dorado Company, Inc.	$200,000	As-needed facility project management and construction management services
Dorado Company, Inc.	$200,000	As-needed project management and construction management services
Exante 360, Inc.	$200,000	Design, engineering and consulting for citywide access system modernization for multiple facilities
FCG Consultants, Inc.	$250,000	Construction inspection services for street and sidewalk improvement projects
FCG Consultants, Inc.	$300,000	Construction support services for traffic capital improvement projects
FCG Consultants, Inc.	$500,000	Construction management support and inspection services for various capital improvement projects
Flo-Services, Inc.	$200,000	Pump Station maintenance and repairs
George Anthony Eaton Consulting	$100,000	Consulting services for Police/Fire Headquarters roof and structure waterproofing
George Anthony Eaton Consulting	$100,000	Consulting Services for Police/Fire Headquarters and Fire 11 Parking Area Waterproofing and Restoration
George Anthony Eaton Consulting	$100,000	Recycle Center roof restoration consulting services
George Anthony Eaton Consulting	$200,000	As needed roofing and waterproofing consultant for surveys and assessments
Gale Jordan Associates, Inc.	$300,000	As-needed hazardous materials abatement monitoring/inspection and environmental monitoring for capital improvement projects
Gale Jordan Associates, Inc.	$300,000	As-needed hazardous materials and environmental monitoring
Gale Jordan Associates, Inc.	$250,000	As-needed hazardous abatement Monitoring/ inspection and environmental monitoring for capital improvement projects

AGREEMENTS AND CONTRACTS LIST

General Technologies and Solutions (GTS)	$200,000	Traffic engineering design services
Geo-Advantec, Inc.	$150,000	Quality assurance and material testing for the San Fernando Bikeway Project
Geo-Advantec, Inc.	$200,000	On-call geotechnical engineering, material testing, and pavement coring services
Go2Zero Strategies LLC	$150,000	SB1383 compliance consulting
HDR Engineering, Inc.	$300,000	System Evaluation and Capacity Assurance Plan (SECAP) update
Herman Architects	$200,000	As-needed architectural consulting services
Jensen Hughes	$100,000	Fire protection consulting, engineering survey and assessment
JMD Landscape Architecture	$100,000	As needed landscape architecture and recycled water consulting services
Kadre Architect	$250,000	As-needed architecture and design services
Kardent	$250,000	As-needed architecture and design services
Kevin Smola Mechanical Engineers, Inc	$100,000	As-needed mechanical engineering
Kocher Schirra Goharizi (KSG)Consulting Engineers, Inc.	$400,000	As needed electrical engineering, design and consulting services
LAZ Parking	$300,000	Traffic Control Services for Special Events, Construction Activities, and Emergency Response Operations
La Canada Design Group	$100,000	Architectural design and consulting services for exhaust systems modernization project
La Canada Design Group	$300,000	As-needed architectural consulting services
Leo A Daly	$250,000	As-needed architectural consulting services
MDR Architects Inc.	$200,000	As-needed architectural and ADA related consulting services
MDR Architects Inc.	$200,000	Architectural and consulting services for City Hall EOC
MNS Engineers, Inc.	$250,000	Construction management support and inspection services for various capital improvement projects
MNS Engineers, Inc.	$400,000	Land surveying services for various capital improvement projects
Omnis Consulting Inc.	$250,000	Engineering design services and project management services
P2S Engineering	$100,000	Consulting for PD Jail Door Control Modernization
P2S Engineering	$200,000	As-needed fuel systems engineering and consulting
P2S Engineering	$300,000	As-needed low voltage systems engineering and consulting
Parkingology, Inc.	$100,000	As needed facility parking design and consulting services for the New Burbank Library and Civic Center Project
Parkingology, Inc.	$150,000	Facility parking consulting services for PD HQ/Fire 11 Parking Area Waterproofing and Restoration Project
Parkingology, Inc.	$200,000	As needed facility parking design and consulting services
PMCS Group, Inc.	$100,000	As-needed project management and construction management services
Prodigal Investment Group LLC	$200,000	As-needed project management and construction management services
Premier Inspection Services	$200,000	As-needed project management and construction management services
ReCreate Waste Collaborative LLC	$150,000	SB1383 compliance consulting
Rise MSO Group LLC	$100,000	Grant research and writing
Rosenberg and Associates	$100,000	As-needed energy engineering and consulting
Rosenberg and Associates	$150,000	As needed mechanical engineering
Rosenberg and Associates	$200,000	Mechanical engineering for Water Reclamation Lab
RTI Consulting, Inc	$200,000	Project management and construction management consulting services for Recycle Center Roof project

AGREEMENTS AND CONTRACTS LIST

RTI Consulting, Inc	$200,000	Construction management services for the Police/Fire Headquarters roof and structure waterproofing
RTI Consulting, Inc	$200,000	Project management and construction management consulting services Roof Restoration - Multiple locations
RTI Consulting, Inc	$300,000	As-needed project management and construction management consulting services
RTI Consulting, Inc	$100,000	Project management and construction management services
Staff Connection, Inc.	$200,000	Temporary administrative employees for Public Works Field Services (PWFS)
Stantec Consulting Services, Inc.	$400,000	Engineering design services
Sydaptic Inc.	$300,000	PD Jail Control Modernization solution provider
TBD	$100,000	Land surveying services for the New Burbank Library and Civic Center Project
TBD	$100,000	Design services for Lundigan Park Bathroom Remodel Project
TBD	$100,000	Design services for McCambridge Park bathroom Remodel Project
TBD	$100,000	As-needed hardware: door, gate consulting services
TBD	$100,000	Architectural consulting services
TBD	$100,000	Architectural consulting services
TBD	$100,000	Project management services
TBD	$100,000	Under ground utility investigations and consulting for facilities
TBD	$150,000	Large sewer line cleaning and video inspection
TBD	$150,000	National Pollutant Discharge Elimination System (NPDES) consultation, litigation, and permit support
TBD	$150,000	NPDES special study
TBD	$150,000	Fuel systems related hardware and software management
TBD	$150,000	As needed energy engineering
TBD	$150,000	Physical security engineering and consulting
TBD	$200,000	As-needed services to maintain regulatory compliance at the Landfill
TBD	$200,000	As-needed services to maintain regulatory compliance at the Landfill
TBD	$200,000	Construction and demolition assessment, education, and outreach plan
TBD	$200,000	BWRP building/site improvements
TBD	$200,000	Cost of service/fee/rate study
TBD	$200,000	As-needed emergency traffic signal improvement and repair services.
TBD	$200,000	Geotechnical and Phase II services for the New Burbank Library and Civic Center Project
TBD	$200,000	Design services for McCambridge Kitchen Remodel Project
TBD	$250,000	Emergency repairs to sewer facilities
TBD	$250,000	Wastewater engineering consultant design and construction support services
TBD	$250,000	Design services for the new Emergency Operations Center (EOC) at City Hall Project
TBD	$250,000	Design services for missing sidewalk project
TBD	$300,000	Engineering design and construction support services for Streets and Waste Management capital
TBD	$300,000	Engineering design and construction support services for Streets and Waste Management capital improvement projects

AGREEMENTS AND CONTRACTS LIST

TBD	$300,000	Engineering design and construction support services for traffic capital improvement projects
TBD	$300,000	Engineering design and construction support services for traffic capital improvement projects
TBD	$300,000	As-needed construction management and construction support services for City projects, development projects, and projects led by other agencies.
TBD	$300,000	As-needed construction management and construction support services for City projects, development projects, and projects led by other agencies.
TBD	$500,000	Solid Waste Collection operational review and rate study
TBD	$500,000	Emergency repairs to sewer facilities
TBD	$500,000	Wastewater engineering consultant design and construction support services
TBD	$500,000	Engineering design and construction support services for traffic capital improvement projects
TBD	$750,000	Emergency repairs to sewer facilities
TBD	$750,000	Wastewater engineering consultant design and construction support services
TBD	$750,000	Wastewater engineering consultant design and construction support services
TBD	$1,000,000	Wastewater engineering consultant design and construction support services
TBD	$200,000	Landfill project observation and/or inspection
The Engineering Enterprise	$250,000	As needed electrical engineering, design and consulting services
Tyler & Kelly Architecture Inc.	$150,000	Metro Station elevator design and construction administration
Tyler & Kelly Architecture Inc.	$200,000	As-needed architectural and design services
Willdan Engineering	$300,000	Engineering design and construction support services for traffic capital improvement projects
Zero Foodprint	$155,000	Senat Bill (SB)1383 compost procurement compliance
TOTAL	**$35,415,000**	

CITY OF BURBANK

FINANCE DEPARTMENT

FY 2026-27 Proposed

SUMMARY OF CITYWIDE FEE CHANGES

The QR code provides a link to the City's Revenue department webpage for access to the Fee Schedule

https://www.burbankca.gov/web/financial-services/revenue

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

Article I - Miscellaneous

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 13 - Real Estate Services	2.7%	Fee adjustments by Consumer Price Index (CPI) in accordance with the City's Cost Recovery Policy.
Section 14 - Parking Fees		

Other Fee Adjustments	Proposed Change	Justification
Section 3 - Public Records		
Police Crime Report	100.0%	Fee realigned based on a comparative analysis of neighboring municipal rates.
Police Traffic Accident Report	33.3%	
Fire Report - Civil Subpoenas	$275 deposit	Per CA Govt. Code §68097.2, when a firefighter is subpoenaed, the party who requested the subpoena must reimburse the employing entity for the full cost of salary and travel. A statutory deposit must be tendered with the subpoena. If actual costs are lower or higher, adjustments/refunds will be made.
Section 4 - Utility Users Tax Exemption	TBD	Income limits are based on the Calendar Year (CY) 2026 Fair Market Values taken from the Department of Housing and Urban Development.
Section 7 - Transportation Services		
Special Event Shuttle Service	7.7%	Adjusting fees due to increased labor and maintenance costs.
Section 14 - Parking Fees		
Non-Resident/Commercial Annual Permit	10.0%	Adjusting fees to include the permit processing fees and adjusting for CPI.
Monthly Public Parking Permit	7.2%	
Daily Public Parking Permit	12.9%	

New Fees	Proposed Amount	Justification
Section 7 - Transportation Services		
Support for Special Event Shuttle Service	$57.00	Fee will pay for transportation services support required to help manage traffic for loading and unloading for Special Event Shuttle Services.
Section 14 - Parking Fees		
Chargeback Fee	$18 + permit fee	Fee to recover permit processing fee and vendor chargeback costs resulting from a disputed parking permit charge followed by repurchase of the same permit.
Off Street Parking Special Event Fee	$10-$50	Fee will be in place only during special events, amount set by staff based on expected demand.

Article II - Public Works

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 5 - Miscellaneous Sewer Charges	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.
Section 6 - Fees for Interstate Truck Terminals and Access Routes		
Section 7 - Miscellaneous Street Fees		
Section 8 - Overload Permits		
Section 9 - Placement and Rental of Street Safety Devices		
Section 10 - News Rack Registration Fees		
Section 11 - Traffic Plan Review, Special Events, Construction Support		
Section 12 - Subdivision Fees		
Section 13 - Wireless Telecommunication Fees		

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

Other Fee Adjustments - Refuse Rates (Effective 1/1/2027)	**Proposed**	**Justification**
Section 1 - Refuse Collection Fees Residential and Multi-Family Residential Premises Multi-Family, Commercial, and Industrial Premises Containers Approved by City Temporary Bins Rental Fees for Bins Furnished for Horse Manure Diversion Collection at Residential Premises Private Hauler Contractor Permit Fee Private Hauler Contractor License Fee AB 939 Late Fees Landfill Tipping Fee Green Waste Tipping Fee Bin Handling Fee Bin Handling Return Fee Solid Waste Return Fee Premium Rollout Service Special Handling Fee Change in Service Fee Cart or Bin Contamination Fee	8%	Fee increases are necessary to meet rising operational cost, particularly those associated with State mandates and continue to provide comprehensive services.

Other Fee Adjustments - Sewer Rates (Effective 1/1/2027)	**Proposed**	**Justification**
Section 2 - Sewer Connection Charges Section 3 - Industrial Waste Disposal Section 4 - Sewer Charges	6%	Fee increases are necessary to meet rising operational cost, particularly those associated with State mandates and continue to provide comprehensive services.

Other Fee Adjustments	**Proposed Change**	**Justification**
Section 7 - Miscellaneous Street Fees Encroachments - Temporary Encroachment in Paid Parking Meter Zone Excavation/Construction or Street Use Permit Multi-Family/Commercial - Paid Parking Meter Zone Fee Excavation/Construction Permit With Plans; Multi-Family, Water/Electric/Gas/Phone/Cable - Paid Parking Meter Zone Fee	25%	Fee is based on a Community Development Department (CDD) Parking Study.

New Fees	**Proposed Amount**	**Justification**
Section 11 - Traffic Plan Review, Special Events, Construction Support		
Construction and City Property Damage Support - Special Event	$150.00	To help offset staff support during special events.
Deposits - Special Event	$150.00	

Article III - Land Use and Zoning

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	**Proposed Change**	**Justification**
Section 1 - Zoning Procedures and Amendments Section 2 - Environmental Assessments - Initial Study Section 3 - Subdivisions Section 4 - Miscellaneous	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

Other Fee Adjustments	Proposed Change	Justification
Section 1 - Zoning Procedures and Amendments		
Inclusionary Housing Fee - Annual Affordable Housing Monitoring Fee	63.3%	Updated costing for Full-Time Equivalent (FTEs) and consultant cost(s) for the monitoring of the city's affordable housing units.
Section 4 - Miscellaneous - Administrative Fee	3.0%	This was an error from last Fee Schedule printing. It is supposed to be 3% not $0.03, per transaction.

New Fees	Proposed Amount	Justification
Section 1 - Zoning Procedures and Amendments		
Plan Check - Over the Counter Plan Checks	$45/per application	Cost for labor. Over the counter reviews provide fast, streamlined ways to get approval for projects requiring dedicated staff time and immediate processing.
Section 2 - Environmental Assessments		
Affordable Housing Agreement	$9,021.52	Fee charged to developers to recover the City's cost associated with drafting and finalizing the agreement. This is a convenant recorded against the title of a property.

Article IV - Animal Shelter Fees

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 1 - Fees for Impounding	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.
Section 2 - Registration Fees		

Article V - Public Safety

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 1 - Paramedic Ambulance Services - Cardiac Monitor, Mileage and Oxygen	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy with the exception of Student and Regular Film Permits.
Section 5 - Hazardous Materials		
Section 8 - Fire Permit and Life Safety Plan Check Fees		
Section 9 - Miscellaneous Police Services		
Police Shooting Range - Law Enforcement Use During Normal Range Hours		
Section 10 - Parking Violations		
Double Parked		
Disabled Parking		
Disabled Parking/Blocked Space		
Straddling Line of Handicapped Space		
Permit Parking on Residential Streets		
Vehicle Storage on Streets (72 hours)		
Overnight Parking 3 a.m. - 5 a.m.		
Temporary No Parking		
Street Cleaning		
Red Zone Parking		
Parking in Meter Zone Without Payment		
Parking in Meter Zone Beyond Time Limits		

Other Fee Adjustments	Proposed Change	Justification
Section 9 - Miscellaneous Police Services		
Vehicle Impound Fee	17%	Fees realigned based on a comparative analysis of neighboring municipal rates.

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

Other Fee Adjustments	Proposed Change	Justification
Jail Weekend Program	250%	Cost recovery for booking and supplies associated with housing person in jail. Fee is comparable to neighboring cities.
Concealed Weapons Permit - Administration Fee	50%	This fee adjustment will cover the administrative costs associated with processing applications, conducting background checks, and ensuring compliance with state laws. Fee increases from $100 to $150 per application.
Chargeback Fee From Disputed Transactions	150%	To align with the City's Non-Sufficient Funds (NSF) fee.
Section 10 - Parking Violations		All parking violation fees have been adjusted to reflect the following, base fee includes all state-mandated charges, delinquent amount reflects the late payment penalty, and the lien amount reflects an additional fee to cover Department of Motor Vehichles (DMV) charges.
	(d) (dp) (l)	
No License Plate	11%, 11%, 11%	These fees have been further adjusted to better align rates with neighboring cities. There are three categories of fees, delinquent (d), delinquent with penalty (dp) and lien (l) amount. Proposed changes are to the delinquent with penalty amounts and the lien amounts.
Non-Current Tabs	9%, 9%, 8%	
Parked on Public Ground	10%, 10%, 10%	
Obstructing Traffic/Hazard	11%, 11%, 11%	
Parked in a Bus Zone	9%, 8%, 7%	
Parked in a Fire Lane	7%, 7%, 6%	
Overtime Parking	8%, 7%, 7%	
Commercial Vehicle in Residential Zone	6%, 6%, 6%	
LNCV no Parking 80 Feet of any Intersection	14%, 14%, 14%	
LNCV Permit not Properly Displayed	14%, 14%, 14%	
Parking of Non-Motorized Vehicle	9%, 9%, 8%	
Parking in Designated Electric Vehicle Spaces	10%, 10%, 10%	
Parking on Left Hand Side of Roadway	10%, 10%, 10%	
Parking Within Marked Spaces	11%, 11%, 10%	
Manner of Angle Parking	11%, 11%, 10%	
Parking Adjacent to Schools	11%, 11%, 10%	
Section 11 - Emergency Services Restitution Rates		
Fire Apparatus - Engine	-6%	Adjusted to align with the current rates of the California Governor's Office of Emergency Services.
Fire Apparatus - Truck	-6%	
Fire Apparatus - Paramedic Ambulance	-6%	
Fire Apparatus - Hazardous Materials Van	-19%	
Fire Apparatus - Water Tender	-34%	
Fire Apparatus - Utility Pick-up	4%	
Fire Apparatus - Shop Repair Truck	4%	
Fire Apparatus - Battalion Chief Vehicle	-14%	
Fire Apparatus - Staff Sedans	-37%	
Standby Rental Fees for Fire Apparatus - Engine	7%	
Standby Rental Fees for Fire Apparatus - Truck	7%	
Standby Rental Fees for Fire Apparatus - Paramedic Ambulance	7%	
Standby Rental Fees for Fire Apparatus - Utility and Staff Vehicles	6%	
Section 12 - Off Duty Safety Services Rate		
Police Personnel	3%	3-4% MOU increase for Burbank Police Officers effective July 1, 2026.
Fire Personnel	3%	3% MOU increase for Burbank Fire Fighters (BFF) effective July 1, 2026.

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

New Fees	Proposed Amount	Justification
Section 9 - Miscellaneous Police Services		
Safety and Weapons Course	up to $175 per Application	Requirement for those applying for Concealed Carry Weapons (CCW) License. Processing Fees based on the cost recovery policy.
Section 10 - Parking Violations		
Parked within 20' feet of Marked/Unmarked Crosswalk	$75.00	Per passage of Assembly Bill 413
Restricted as posted	$57/$114/$118	Listed in BMC and adding fee for enforcement; Fees based on a comparative analysis of neighboring municipal rates.

Article VI - Library Charges

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 3 - Miscellaneous	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.

Article VII - Schedule of Business Taxes

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 1 - Administrative Charges and Penalties	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.
Section 4 - Business License/Permit Application - Simple		
Section 5 - Business License/Permit Application - Moderate		
Section 6 - Business License/Permit Application - Complex		
Section 7 - Business License/Application - Regulatory (Simple)		
Section 8 - Business License/Application - Regulatory		
Section 9 - Business License/Application - Regulatory		
Section 10 - Miscellaneous Business License/Application		
Section 11 - Taxicabs		
Section 12 - Code Enforcement Reinspection Fees		

Other Fee Adjustments	Proposed Change	Justification
Section 3 - Special Schedules	2.6%	Fee adjusted by Producers Price Index (PPI) as of November 2025 (BMC 2-4-802).

Article VIII - Electrical and Building Permits

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 1 - Electrical Permits	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.
Section 2 - Building Permits		
Section 4 - Mechanical Permits		
Section 5 - Plumbing Permits		
Section 6 - Grading Permits		
Section 7 - Miscellaneous Inspections and Fees		

Other Fee Adjustments	Proposed Change	Justification
Section 3 - Development Impact Fees	3.9%	Fee adjusted by Construction Cost Index as of December 31, 2025 (BMC 10-1-2207).

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

New Fees	Proposed Amount	Justification
Section 7 - Miscellaneous Inspections and Fees		
Inspection Service not Otherwise Listed		
Deferred Submittals, Supplemental Permits, Specialized or Complex Inspection Services not Otherwise Listed	1% of valuation	New fee to offset the costs incurred by the City in providing inspection services related to deferred submittals, supplemental permits, specialized or complex projects.
Plan Check Fee - Plan Check Service not Otherwise Listed		
Deferred Submittals, Supplemental Permits, Specialized or Complex Inspection Services not Otherwise Listed	0.6% of valuation	New fee to offset the costs incurred by the City in providing plan check services related to deferred submittals, supplemental permits, specialized or complex projects.
Instant Permit Application Processing Fee*	$25.00 Per Permit	This fee is associated with obtaining a permit instantly.

Article IX - Parks and Recreation

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 2 - Park Rental Fees	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.
Section 3 - Room and Facility Rental Fees		
Section 4 - Field Reservations		
Section 5 - Field Preparation and Lining Charges		
Section 9 - Specialty Activities		

Other Fee Adjustments	Proposed Change	Justification
Section 3 - Room and Facility Rental Fees		
Gym Rental - Resident, Non-Resident,Non-Profit, and Commercial Groups	20%	The fee increase is to reflect the average of surveyed cities.

New Fees	Proposed Amount	Justification
Section 4 - Field Reservations		
Field Lights	$20.00 per two hours	The fee is intended to help offset the operational costs associated with using field lighting during reserved field time. This includes electricity, maintenance, and labor to operate, monitor, and support the facilities during evening use. This is comparable to surrounding cities who charge this fee.
Section 10 - Public Tree Removals		
Appeals		
Appeal of the Parks and Recreation Department Decision to the Appeals Board	$1,530.00	To ensure consistency with fees charged by other departments by applying a similar cost structure for comparable appeal processes.
Appeal to the City Council of the Appeal Board's Decision	$1,717.00	

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

ARTICLE X - ELECTRIC RATES AND CHARGES

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 10 - Miscellaneous Charges Penalties Disconnect After Illegal Connection Energy Diversion	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.
Utility Pole Attachment Rate (Effective 2/6/17) Processing Fee Pole Attachment Application Review		
Permit Processing and Plan Check Fees		

Other Fee Adjustments	Proposed Change	Justification
Section 9 - Temporary Service Basic Service Rate - Energy Cost Adjustment Charge For overhead temporary service, there shall be an installation charge of one thousand twenty dollars ($1,020.00).	46%	Updated by the department based on actual cost and CPI.
Should the temporary service location be relocated during the period of temporary service for the customer's convenience, a relocation charge of seven hundred ten dollars ($710.00) shall be paid by the customer.	196%	
Section 10 - Miscellaneous Charges Penalties Collection Activity	6%	Adjusted by the department based on the actual cost and CPI.
Return Item Charge	10%	

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

Other Fee Adjustments	Proposed Change	Justification
Deposits		
Each applicant for electric service may be required to guarantee payment of charges for electricity by depositing or otherwise furnishing double the estimated coverage billing for such services, provided that no deposit shall be less than fifty dollars ($50.00).	150%	Adjusted by the department based on the actual cost and CPI.
Each applicant for temporary service shall be required to deposit with the General Manager an amount equal to the estimated bill for electric service to be rendered, including installation and removal of service facilities and the costs of any equipment furnished by the City. Such an amount shall not be less than fifty five dollars ($55.00)	10%	
A deposit of fifty five dollars ($55.00) shall be required for consumer requests to test the consumer's meter if such test has been performed on that service in the 12 months immediately preceding. If the meter is inaccurate, the deposit will be refunded and a billing adjustment made. If the meter is accurate, the deposit shall be forfeited.	10%	
Special Services		
A fee of two hundred fifty dollars ($250.00) shall be charged for each community banner that is hung by the Department.	100%	
Electric Vehicle Charging		
Level 11 and Level 2 City AC Charging Stations -		
Summer On-Peak (Effective 1/1/27)	2%	
Mid-Peak (Effective 1/1/27)	2%	
Off-Peak (Effective 1/1/27)	2%	
DC Fast Charge Stations - Energy Charge		
Summer On-Peak (Effective 1/1/27)	13%	
Mid-Peak (Effective 1/1/27)	16%	
Off-Peak (Effective 1/1/27)	20%	
Utility Pole Attachment Rate (Effective 2/6/17)	5%	This fee is adjusted by Handy Whitman Pole index, the industry standard used to determine this charge.
Attachment of communications equipment to utility poles and/or support structures by communications service providers		
Section 14 Standby Service (Schedule S)		Adjusted by the department based on the actual cost and CPI.
Demand Charge		
Primary Service Peak kVA	3%	
Secondary Service Peak kVA	3%	
Minimum Charge		
Primary Service Peak kVA	3%	
Secondary Service Peak kVA	3%	

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

ARTICLE XI - WATER RATES AND CHARGES

Fees Adjustments by Consumer Price Index (CPI) as of November 2025	Proposed Change	Justification
Section 5 - New Service Installations	2.7%	Fee adjustments by CPI in accordance with the City's Cost Recovery Policy.
Hook Up Fees		
Between 15 feet and 30 feet in length		
Between 30 feet and 45 feet in length		
Section 9 - Miscellaneous Water Charges		
Plan and Permit Review Fees		

Other Fee Adjustments	Proposed Change	Justification
Section 6 - Temporary Potable Service		
Fire Hydrant Meter Rental		
Deposit		
Effective January 1, 2027	7%	Adjusted by the department based on the actual cost and CPI.
Rate	10%	
Section 9 - Miscellaneous Water Charges		
Penalties		Adjusted by the department based on the actual cost and CPI.
Disconnection after illegal connection	5%	
Service Call - non payment	9%	
Return Item Charge	10%	
Collection Activity	6%	
Emergency turn on/off customer request after hours	845%	
Penalty for unauthorized connection to department facilities	9%	
Penalty for unauthorized use of water through a department facility	9%	
Water Distribution Main Charge (When applicant or his predecessor in interest has not previously paid such charge)		
Water Main Charge (8")	13%	The proposed fee adjustment is to more accurately reflect current costs associated with 8" pipeline construction.
Water Main Charge (12")	14%	The proposed fee adjustment is to more accurately reflect current costs associated with 12" pipeline construction.
Water Main Replacement Fee (Water Rules and Regulations Section 4.34)		
8-inch main	13%	The proposed fee adjustment is to more accurately reflect current costs associated with 8" pipeline construction.
12-inch main	14%	The proposed fee adjustment is to more accurately reflect current costs associated with 12" pipeline construction.

PROPOSED FISCAL YEAR 2026-27
CITYWIDE FEE SCHEDULE ADJUSTMENTS

Other Fee Adjustments	Proposed Change	Justification
Miscellaneous Charges		
Fire Hydrant Flow Test	11%	Adjusted by the department based on the actual cost and CPI.
Fire Hydrant Flow Information	14%	
Inspection Services/Flushing for customer installed domesic/fire service	7%	
Deposits		
Each applicant for water service may be required to guarantee payment of charges for water by depositing or otherwise furnishing double the estimated average billing for such service, provided no deposit shall be less than fifty dollars ($50.00)	150%	
A deposit of fifty-five dollars ($55.00) shall be required for consumer requests to test the consumer's meter if such test has been performed on that service in the 12 months immediately preceding. If the meter is inaccurate, the deposit will be refunded and a billing adjustment made. If the meter is accurate, the deposit shall be forfeited.	10%	
Backflow Prevention		
Where backflow prevention device must be maintained and tested, an administrative fee of $10.00 per month shall be charged.	82%	Adjusted by the department based on the actual cost.
Section 10 - Recycled Water Rates		
Temporary Recycled Water Services-Fire Hydrant Meter Rental		
Deposit (Effective 1/1/27)	7%	Adjusted by the department based on the actual cost and CPI.
Rate (Effective 1/1/27)	10%	
Section 11 - Physical Solution Water Cost		
Physical Solution Water Charge		
For Fiscal Year 2026-27 the charge to Valhalla and Lockheed for the first 300 acre-fee and 25 acre-feet respectively will be $1,242.18 per acre-foot.	30%	
Administrative Fee		
An Administrative Fee of $55.00 will be added to each monthly bill.	10%	

MEMORANDUM

CITY
MANAGER'S OFFICE

DATE: May 5, 2026

TO: Justin Hess, City Manager

FROM: Courtney Padgett, Assistant City Manager
VIA: Cathryn LaBrado, Assistant to the City Manager
BY: Kylene Pecor, Community Assistance Coordinator

SUBJECT: Budget Discussion Paper – Proposed Recurring Budget Appropriation for the Community Events and Program Grant

BACKGROUND

At the May 7, 2024 City Council (Council) meeting, then Vice Mayor Perez requested a budget discussion paper exploring the establishment of a community grant program. On May 21, 2024, the Parks and Recreation Department provided an informational memorandum outlining the feasibility of establishing such a program.

On June 4, 2024, Council approved a two-year pilot Community Events and Program Grant (Grant Program), allocating $50,000 in FY 2024-25 and $50,000 in FY 2025-26. The City requests a recurring annual budget appropriation of $50,000 per year, beginning in Fiscal Year (FY) 2026-27, to continue the Grant Program.

DISCUSSION

The Grant Program provides financial support to eligible nonprofit organizations for events and program initiatives that foster community engagement and deliver broad public benefit to the Burbank Community.

Applications are reviewed and evaluated by an internal committee composed of representatives from various city departments. The committee assesses each application based on established criteria: organizational capacity, event or program feasibility, community need and impact, and budget and financial management.

In its first year, the program generated significant interest, with 33 complete and eligible applications requesting a combined total of $271,491.92. Following the evaluation process, 17 organizations were selected to receive grants supporting 17 programs and events, with a total of $45,000 awarded in FY 2024-25.

The second year of the Grant Program has concluded its application period, which closed on April 2, 2026. Staff have reviewed applications for completeness and eligibility, and a total of 24 applications were received, requesting a combined total of $142,500. Based on feedback from the first year, staff refined the application and grant guidelines to more effectively align funding requests with available program resources. The recommended grant range applicants could request was adjusted from $2,500-$10,000 to $1,000-$4,000, and the application was modified to limit requests to a maximum of $10,000. These changes contributed to a reduction in the total amount of funding requested and improved alignment between requests and available funding.

FISCAL IMPACT

The proposed request represents a recurring General Fund expenditure of $50,000 annually beginning in FY 2026-27.

CONCLUSION

The pilot Grant Program has demonstrated strong demand and has enabled the City to support a diverse range of community-based events and programs. Establishing an ongoing funding source will provide continuity and ensure the City can continue to support nonprofit organizations in delivering programs that enhance community engagement and benefit residents. Staff recommends Council approve a recurring annual appropriation of $50,000 per fiscal year beginning FY 2026-27 to continue the Grant Program.

MEMORANDUM

COMMUNITY DEVELOPMENT

DATE: May 5, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director DCC FOR PP
VIA: Maribel Leyland, Assistant Community Development Director
Shipra Rajesh, Housing Development Manager
BY: Nikki Lotfabadi, Housing Services Assistant

SUBJECT: Budget Discussion Paper – Enhanced Renter Relocation Assistance Program for Qualified Households

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BACKGROUND

On April 7th, 2026, the City Council directed staff to prepare a budget discussion paper evaluating the feasibility of an Enhanced Renter Relocation Assistance program for qualifying households including seniors, disabled, and lower-income households. This report outlines a potential Enhanced Renter Relocation Assistance program utilizing Measure A[1] funds. The proposed program would provide additional financial assistance to eligible households who may require support beyond the current relocation assistance amount of three months of rent outlined in the City's Tenant Protection Ordinance (TPO).

DISCUSSION

On July 30, 2024, the Council adopted an Ordinance amending Chapter 4 (Residential Tenant Protections) of Title 5 (Police and Public Safety) of the Burbank Municipal Code increasing relocation assistance for all no-fault just cause evictions and adding anti-retaliation tenant protection provisions. In March 2025, an exemption was established for no-fault evictions relating to an owner or owner's relatives move-in, in accordance with California Civil Code section 1946.2(b)(2)(A). In addition to increasing the

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[1] In November 2024, voters approved Measure A, which repealed and replaced Measure H, and increased the sales tax from a quarter cent to a half cent. Measure A LACAHSA funding is intended to support affordable housing development and homeless prevention programs.

relocation assistance amount to three times the monthly rent for certain no-fault evictions, the City Council expressed interest in establishing an Enhanced Renter Relocation Assistance program that provides additional financial support to qualifying households.

Staff researched enhanced relocation assistance programs implemented in nine other jurisdictions throughout the state for qualifying households (Attachment 1). Based on this research, staff recommends consideration of a City-funded renter relocation assistance program utilizing Measure A funds, to avoid placing the cost of additional relocation assistance on property owners, who might otherwise be disincentivized from renting to qualifying households.

The proposed Enhanced Relocation Assistance program, if approved, would only be available to qualifying Burbank renters being subject to no-fault evictions as outlined in the City's TPO. Further, staff recommends consideration of the following factors in developing an Enhanced Renter Relocation Assistance program – 1) Household eligibility, 2) Financial assistance amount per household, and 3) Program budget & administration.

Household Eligibility

Programs that provide financial assistance to renters, such as the Federal Section 8 program or state affordable housing programs, clearly define the eligibility criteria for qualifying households. Consistent with comparable programs, staff recommends income eligibility be a part of the proposed program that would include households from acutely low to lower-income households as outlined in the Table 1.

Table 1:State Income Limits for Los Angeles County (2025)

Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Acutely Low	$11,200	$12,800	$14,400	**$16,000**	$17,300	$18,850	$19,850	$21,100
Extremely Low	$31,850	$36,400	$40,950	**$45,450**	$49,100	$52,750	$56,400	$60,000
Very Low	$53,000	$60,600	$68,150	**$75,750**	$81,800	$87,850	$93,900	$100,000
Lower	$84,850	$96,950	$109,050	**$121,150**	$130,850	$140,550	$150,250	$159,950

Area Median Income: $106,600

Furthermore, in addition to assisting income eligible households, staff also recommends including the following households in the proposed program:

- Disabled Households (as defined in Section 50072 of the California Health and Safety Code);
- Handicapped Households (as defined in Title 42 of the United States Code, section 423);
- Households with elderly (62+); and
- Households with Minor Children (below 18 years of age)

Financial Assistance

Based on staff's research and the city's previous Renter Relocation program in 2023, staff suggests providing the financial assistance based on bedroom count as indicated in Table 2. The financial assistance range depicted in Table 2 is based on similar programs implemented in other Los Angeles County jurisdictions.

Table 2: Financial Assistance Based on Bedroom Count

Bedroom Size	Assistance Amount
0	$14,000
1	$17,000
2	$20,000
3+	$22,000

If approved as suggested, under the TPO and proposed Enhanced Renter Relocation Assistance program, a qualified one-bedroom apartment with a $2,000/month rent would be entitled to $23,000 (three months at $2,000, plus qualified household pay of $17,000).

Program Administration & Overall Budget

Staff recommends contracting with Home Again Los Angeles (HALA) for administering the proposed program. HALA has successfully managed similar programs in the City, including the former Renter Relocation Program, the current Rapid Rehousing Program, and the Community Development Block Grant CARES Act (CDBG-CV) emergency rental assistance. HALA would administer the program at a cost of 10% of the total program budget.

Finally, based on data gathered by the Housing Enforcement Unit (HEU), staff recommends that the Council allocate $300,000 for the program's implementation, with an additional $30,000 designated for HALA's administrative costs for a total program budget of $330,000. With an average of $20,000 for a two-bedroom unit, the funding

would be enough to provide financial assistance to up to 15 households, depending on the level of support each household requires.

FISCAL IMPACT

Staff recommends a one-time appropriation of $330,000 of Measure A, Renter Protection Homeless Prevention (RPHP) funds, should Council want to fund a pilot Enhanced Renter Relocation Program for qualified Households. If approved, staff will coordinate with the Burbank-Glendale-Pasadena Regional Housing Trust, which has received the Measure A funds, to access the allocated funding for the Program. Of the total appropriation, $30,000 would be utilized for a Professional Services Agreement (PSA) with HALA to administer the Pilot Program. The remaining funds would be utilized for financial assistance on behalf of eligible applicants as outlined in this report.

CONCLUSION

The Enhanced Renter Relocation Pilot Program seeks to address a critical need for households facing no-fault evictions, particularly low-income and vulnerable households. This program aims to provide additional financial assistance to households that may require additional support beyond the standard three months of current rent required by the city's TPO. By providing increased relocation assistance for eligible households experiencing no fault evictions, the program will support lower-income and special circumstance households with supplemental funds to help ease the burden of displacement.

If directed by the Council to proceed, staff recommends entering into a professional services agreement with HALA utilizing Measure A RPHP funds to administer the Program and finalize the program parameters for implementation in Fiscal Year 2026-27.

ATTACHMENT

Attachment 1 – Survey of Cities

Renter Relocation Programs in Other Cities

City	Tenant Protection Ordinance (TPO) or Rent Stabilization Ordinance (RSO) based?	Criteria for Relocation Assistance	Relocation Payment Amount	Expanded program for special households?
San Francisco	Yes	Eviction for owner/relative move-in, demolition, permanent removal, temporary capital improvement, or substantial remodel	Up to $8,062 per tenant, and $24,184 per unit	Yes — elderly, disabled, or household with minor children.
Pasadena	Yes-TPO	Eviction for substantial repairs, owner move-in, unit withdrawal, government order, or inability to pay rent increase over 5%	Base Payment (based on tenancy length and # of bedrooms), moving allowance: $6,117to $20,665.	Yes — 60+, disabled, terminally ill, or minors
Long Beach	Yes-TPO	Displaced tenants due to landlord's actions (demolition, remodel, etc.), Landlords with 4+ units required to pay	Up to $4,500 or two-months' rent (whichever is greater) for demolition/remodel, one-month's rent for other no-fault evictions	No
Hayward	Yes-TPO	No-fault, just cause evictions	One-month's rent or last month's rent waived	No
Claremont	Yes-RSO & TPO	No-fault evictions	Based on amount of people in household and whether they have lived at the unit for more or less than three years: $4,182 to $13,546	Yes — 62 or older, disability, low-income

			Special households $6,273 to14,637	
Culver City	Yes-TPO	No-fault, just cause evictions	-3x greater of current rent or fair market rent + $1,000. -Small landlords (three units or fewer) pay 50% and submit certification	No
Palo Alto	Yes-TPO	No-fault evictions for qualifying units	Based on bedroom size: -0 bedrooms: $8,203.45 -1 bedroom: $10,547.31 -2 bedrooms: $15,235 -3+ bedrooms: $19,920.69 Additional relocation amount: $3,515.76	Yes — low-income, elderly, disabled, or minor households
West Hollywood	No	No-fault eviction	Based on bedroom size: -0 bedrooms: $9,087 -1 bedroom: $12,833 -2 bedrooms: $17, 285 -3 bedrooms: $22,812 Additional relocation fees for qualified tenants: $24,058 Based on income: $24,058 for moderate income households, and $30,294 for lower income households.	Yes — low- and moderate-income, 62 and older, disabled, household with minors, terminally ill
Los Angeles	Yes-RSO	No-fault evictions	Varies based on income and length of tenancy:	Yes — Low-income tenants may receive

			-Qualified tenants (senior, handicapped as defined in Section 50072 of the California Health and Safety Code, or disabled, as defined in Title 42 of the United States Code, section 423; or who has one or more minor dependent children) **-Eligible** tenants (not qualified but entitled to receive a relocation assistance amount that depends on length of time in the unit and income. Low-income tenant: a tenant whose income is 80% or less of the Area Median Income, as adjusted for household size, as defined by the U.S. Department of Housing and Urban Development, regardless of the length of tenancy. Eligible= $10,300 to 13,500 Qualified= $21,750 to $25,700	higher payments

MEMORANDUM

CITY OF BURBANK
PARKS AND RECREATION

DATE: May 5, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
VIA: Kristen Smith, Assistant Parks and Recreation Director
BY: Erin Barrows, Recreation Services Manager

SUBJECT: Budget Discussion Paper – Proposed Increase to Community Arts Grant Funding

BACKGROUND

At the March 24, 2026, City Council (Council) meeting, Mayor Takahashi requested that Council consider a $15,000 budget increase to the annual Community Arts Grant program to specifically support independent films and entertainment productions, including animation, shorts, and documentaries.

The City of Burbank (City) recognizes the value of arts and culture by supporting a range of programs and facilities, including the Betsy Lueke Creative Arts Center; diverse arts programming, activities, and events; a well-established Art in Public Places program; the Community Arts Grant Program; and the Burbank Cultural Arts Commission (Commission), whose mission is to enhance Burbank's status as a regional arts destination. These efforts are coordinated by the Parks and Recreation (P&R) Department with support from the P&R Board.

To further support the arts in Burbank, in Fiscal Year (FY) 2021-22, then Vice Mayor Talamantes requested that additional funding be allocated. At the May 25, 2021, Council meeting, Council approved staff's recommendation to appropriate $50,000 each year over the next four years from the Performing Arts Endowment to support performing art in the community. The development of Burbank's Community Arts Grant Program stems from a 2022 Council proposal to expand local arts funding. At the May 3, 2022, Council meeting, then Mayor Talamantes proposed allocating an additional $200,000 in one-time funds, distributed over four years, to strengthen the City's support of the arts, bringing the annual arts allocation to $100,000 annually with $50,000 directly supporting the Community Arts Grant program. For the FY 2026-27 budget, a one-time allocation of $100,000 has been

included to further support arts and cultural programming in the community. Ongoing funding is necessary to maintain the current Community Arts Grant Program, events, and artist convenings. A request for arts funding will be included in the FY 2027-28 budget cycle, taking into account the City's overall financial position.

In February 2023, the P&R Department secured the services of an arts grants consultant who helped develop the Community Arts Grant program, now in its third cycle. The program launched as a three-year pilot in October 2023. Its goals are to support local artists and nonprofit arts organizations, expand access to arts experiences, encourage community participation, and celebrate the cultural diversity of Burbank. The program is open to professional artists and nonprofit groups across Los Angeles County, with projects required to take place in Burbank. Applications are reviewed by an independent panel based on artistic merit, community impact, viability, and inclusion — and Burbank-based artists receive residency credit to ensure local creatives are uplifted. To date, the program has supported 51 projects, awarding nearly $160,000, with more than 60% of the grants going directly to Burbank-based artists and organizations.

DISCUSSION

Burbank occupies a unique and influential position within the global entertainment industry, often described as the "Media Capital of the World," with a robust ecosystem of studios, unions, guilds, and creative workers that collectively shape film, television, animation, and emerging media. Burbank's film community also includes a wide array of independent production companies, post-production houses, sound stages, and equipment vendors that support projects of all scales. Burbank's proximity to talent, facilities, and industry decision-makers makes it an attractive base for independent filmmakers seeking to develop proof-of-concept work or transition into larger projects.

Burbank's film economy provides exceptional industry talent and infrastructure, but independent creators could benefit from early-stage financial support. Independent filmmakers often rely on a patchwork of grants, fellowships, and partnerships across the greater Los Angeles area rather than locally administered funding sources. Research suggests that at the municipal level, true "grant funding" for independent film production is relatively limited. Most municipal support comes in the form of fee waivers, rebates, tax incentives, and in-kind support. This gap presents an opportunity for the City of Burbank to provide targeted, early-stage support for independent creators, particularly those working in short-form, documentary, and animation formats that are often underfunded yet culturally impactful.

The current Community Arts Grant Program guidelines allow for film-related projects that include a public engagement component. Mayor Takahashi's proposal to increase Cultural Arts funding by $15,000 for FY 2026-27 would support piloting a targeted initiative focused on independent film and media production, including animation, short films, and documentaries. Program guidelines can be developed in coordination with the City's grant

consultant to align with existing grant criteria while highlighting Burbank's unique role in the entertainment industry and expanding access for emerging and independent creators.

FISCAL IMPACT

Approval of the proposed increase in Community Arts Grant funding will result in a $15,000 one-time impact to the General Fund for FY 2026-27.

CONCLUSION

The City of Burbank has a long-standing commitment to supporting the arts, with investments in performing arts programming dating back to the 1970s and, more recently, expanded funding through the Community Arts Grant Program. As the "Media Capital of the World," Burbank is uniquely positioned to extend this support to independent film and media creators who contribute to the City's cultural and economic vitality but often lack access to early-stage funding.

MEMORANDUM

CITY OF BURBANK

PARKS AND RECREATION

DATE: May 5, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
VIA: Kristen Smith, Assistant Parks and Recreation Director
BY: Erin Barrows, Recreation Services Manager

SUBJECT: **Informational Discussion Paper – Elderly Nutrition Program Funding Update**

Since 1973, the Parks and Recreation Department's (Department) Elderly Nutrition Program (Program) has provided congregate (C-1) and home-delivered meals (C-2) to seniors. The Program serves over 100,000 C-1 and C-2 meals annually. The primary goal of the Program is to provide nutritious, balanced meals in a safe, friendly, supportive group setting in conjunction with a variety of community-based services that maximize seniors' independence and quality of life. Historically, the Program has relied on substantial federal and state funding administered through the Los Angeles County Aging and Disabilities Department (County).

The annual cost of the Program has significantly increased over the last several years and is now approximately $2.1 million. This amount includes, but is not limited to, expenses for serving and storage containers, staffing, and food required for meal preparation. Meals for both Programs are currently prepared by Trio Community Meals, a caterer included on the Los Angeles County Aging and Disabilities Department's Approved Caterers List. All meals are prepared in compliance with State and County regulations to ensure the safe and sanitary handling of food, equipment, and supplies, including requirements related to storage, preparation, service, and delivery.

The City receives an annual 'baseline' funding from the County to help offset Program costs. Typically, the baseline funding is adjusted annually and is currently $690,000. In recent years, staff have successfully secured additional one-time funding to further offset program costs. However, due to recent federal funding reductions, the availability of one-time funding has declined significantly, resulting in fiscal and service impacts to the Program. Fiscal impacts began to be realized this Fiscal Year (FY) 2025–26. Specifically, in November 2025,

the Department was formally notified that limited additional funding would be made available, necessitating immediate and significant reductions in meal services.

Due to this funding reduction, effective January 1, 2026, the Program was limited to Burbank residents only. A total of 145 non-residents participants were notified and provided with information on how to access meal services within their respective service areas. New resident enrollments for the Home Delivered Meals (HDM) Program and Hybrid Congregate Meal Distribution were also paused, resulting in a waitlist for eligible Burbank residents. Currently, 63 Burbank residents remain on a waitlist for both the Hybrid Congregate Meal and HDM programs as the Department maximizes remaining County funds to serve existing participants.

For context, during February 2025, the Program provided 6,480 Hybrid Congregate Meals to approximately 487 clients and 2,497 HDM to 124 program participants. Following service reductions in January 2026, meal service decreased to 4,657 Hybrid Congregate Meals serving 343 clients and 2,035 HDM to 105 program participants in February 2026. In summary, the City served 163 fewer seniors in February 2026 than in the prior year.

Despite the County's initial indication of limited additional funding, the Department was recently able to secure additional funds. On March 10, 2026, City Council accepted an additional $200,000 in One-Time-Only funding for the Hybrid Congregate Meal Program from the County. Additionally, the County notified the Department on March 12, 2026 that the City would be receiving $87,500 in Modernizing Older Californians Act funding for both the Hybrid Congregate Meal and HDM Programs. Accordingly, staff has scheduled consideration of the acceptance of these funds for the June 16, 2026, City Council meeting. While this funding will provide short-term financial relief and help stabilize operations for FY 2025-26, it is not sufficient to support ongoing program costs. Continued instability in federal and state funding, combined with an increase in meal costs and rising operational expenses driven by the cost of living, the Program necessitates greater reliance on the City's General Fund to maintain existing operations.

The Department conducted a comprehensive review of the Program operation, including all associated costs. Over the past two fiscal years, the Program has experienced declining reliability of external funding, rising meal and operational costs, and increased demand for services. This trend indicates that the Program is no longer sustainable without additional City funding.

Nutrition Program Profit/Loss FY 18-19 to FY 25-26 (as of Mar-26)

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Revenues								
Nutrition Grant Received	251,324	377,532	648,611	725,178	878,101	1,020,008	1,522,193	870,619
Cash Contributions	97,828	84,251	52,052	70,953	76,762	77,221	68,592	37,971
Total Revenues	**349,152**	**461,783**	**700,663**	**796,131**	**954,863**	**1,097,229**	**1,590,785**	**908,590**
Expenditures								
Materials, Supplies & Services	351,165	381,046	479,419	535,811	640,879	920,770	939,911	585,205
Salaries	974,539	1,092,240	1,090,821	1,054,659	1,167,087	1,229,465	1,192,443	880,238
Total Expenditures	**1,325,704**	**1,473,286**	**1,570,240**	**1,590,470**	**1,807,966**	**2,150,235**	**2,132,354**	**1,465,443**
Total City Subsidy	**(976,552)**	**(1,011,503)**	**(869,577)**	**(794,339)**	**(853,103)**	**(1,053,006)**	**(541,569)**	**(556,853)**

Meals Served	*62,531*	*76,040*	*112,342*	*114,991*	*119,999*	*138,790*	*129,256*	*78,782*
Cost per Meal	*$ 21.20*	*$ 19.38*	*$ 13.98*	*$ 13.83*	*$ 15.07*	*$ 15.49*	*$ 16.50*	*$ 18.60*

Without supplemental funding, the City will be required to implement significant service reductions, potentially up to 50%. These reductions may include decreasing the number of meals provided each week, reduced delivery days for HDM, the reduction or elimination of weekend meal coverage, replacing fresh meals with frozen options, and limiting the number of clients served. At the same time, demand for nutrition services continues to grow as seniors on fixed incomes face rising living costs. Any reduction in services would disproportionately impact high-risk seniors who rely on these programs for consistent access to nutritious meals and critical social support. In light of ongoing uncertainty surrounding federal funding, the Department is requesting one-time funds of $312,500 from the City's General Fund as part of the FY 2026-27 Budget Process.

It should be noted that the County grant prohibits the City from charging seniors for their meals, and income verification is not required to participate in the program. However, voluntary contributions are accepted and welcomed. Staff will collaborate with the County to evaluate the proposed contribution. Currently, the County's suggested contribution is $2 per meal for Congregate Meal participants age 60 and older, while participants age 59 and younger are required to pay $4 per meal, which generates approximately $65,000 in revenue annually.

Absent a stable funding source, the Program will continue to face service reductions, ongoing waitlists, and reduced access for some high-risk seniors. An increase in General Fund support, along with continued fundraising and pursuit of external funding opportunities, would help stabilize operations and preserve these critical nutrition services. Taking action at this time is critical to prevent service disruptions and safeguard access to essential nutrition programs for the community's most vulnerable residents.

The Department is committed to actively exploring revenue-generating opportunities and will continue working closely with the County to secure any additional grant funding that

becomes available. External funding efforts may supplement, but not replace, core City funding.

MEMORANDUM

CITY OF BURBANK
PARKS AND RECREATION

DATE: May 5, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
VIA: Grace Coronado, Assistant Parks and Recreation Director
By: Dena Moon, Administrative Officer

SUBJECT: Informational Discussion Paper – DeBell Golf Course Financial Update

In March 2018, the tenant and operator of DeBell Golf Course (DeBell) requested early termination of the Lease and Operating Agreement with the City of Burbank (City). In response, the City issued a Request for Proposal (RFP) to find a new operator for the premises until the RFP process could be completed, and on an interim basis beginning July 1, 2018, the Parks and Recreation Department assumed day-to-day operations. During this period, all service providers, including landscape maintenance, golf cart services, and food and beverage (F&B) concessions, were contracted directly with the City.

Following the RFP process, Touchstone Golf, LLC (Touchstone) was selected as the new operator. The Golf Course Management Agreement (Agreement) between the City and Touchstone was executed on December 12, 2018. Under the Agreement, the City pays Touchstone a monthly management fee of $8,000 to oversee golf operations, maintenance, food and beverage (F&B) services, private events, and tournament programming, while the City retains all generated revenues. Touchstone is eligible for a 15% incentive if Net Operating Income exceeds $300,000 annually. The initial Agreement term was five years and six months, with an exercised five-year extension through June 30, 2029.

Touchstone assumed management of golf course operations on December 13, 2018, and clubhouse/restaurant operations on January 1, 2019. The management structure includes a General Manager overseeing all divisions, supported by department heads responsible for F&B, Golf Course Maintenance, Golf Operations, and Sales including events and tournaments.

OPERATIONAL OVERVIEW

DeBell operates as a full-service municipal golf course and restaurant and event facility, including:

- 18-hole golf course
- Par 3/disc golf course
- Driving range
- Golf instruction programs
- F&B operations
- Private events, weddings, and tournaments

Staffing consists of approximately 15 full-time and 32 part-time employees supporting operations, with levels fluctuating based on seasonal demand.

FINANCIAL PERFORMANCE

Over the past six and a half years, the golf course has demonstrated strong and consistent financial performance under Touchstone's management, generating positive net revenue for the City each year, as shown in Table 1. Annual revenues have grown significantly, exceeding $5 million annually in recent fiscal years, while maintaining controlled expenditures. The 2020 pandemic led to a surge in golf participation, and the broader industry is now beginning to return to more typical levels of activity. Despite this normalization trend, the course has continued to perform at a high level. This sustained performance reflects effective operational management, strong community demand, and a diversified revenue base, all of which support the facility's ongoing financial stability. These results align with the City's policy objectives of maintaining self-sustaining operations, minimizing reliance on General Fund resources, and reinvesting in capital improvements to preserve long-term asset value.

Table 1

FISCAL YEAR	**2018-19**	**2019-20**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**
Expenditures	$1,229,309	$2,906,655	$2,939,150	$3,684,886	$3,678,113	$4,203,573	$4,241,459
Revenues	$2,004,484	$2,557,407	$3,386,368	$5,026,032	$5,059,950	$5,022,588	$4,905,475
Net Revenue	*$775,175*	*$(349,248)*	*$447,218*	*$1,341,146*	*$1,381,837*	*$819,015*	*$664,016*

REVENUE ENHANCEMENT STRATEGY

As part of the overall financial strategy, Touchstone conducted a competitive market analysis of surrounding municipal golf courses and proposed several adjustments to fees accordingly. Importantly, DeBell remains competitively priced within the local market, supporting revenue growth while maintaining accessibility and minimizing impacts to demand. These adjustments are consistent with the City's policy objectives of cost recovery, fiscal sustainability, and maintaining equitable access to recreational amenities. The green fee rate adjustments effective April 9, 2026, are projected to generate approximately $190,000 in additional annual revenue.

Additional revenue enhancements include increases to ancillary fees not listed in the master fee schedule, such as Canyon Club memberships, tournament and event fees, and driving range pricing. Further long-term revenue opportunities have been identified through increased pricing for private and special events. Due to the advance booking nature of clubhouse events, the increases are expected to be fully realized beginning in Fiscal Year 2027-28.

Touchstone also plans to expand specialized clubhouse programming to increase facility utilization and community engagement. Events such as Starlight Swings, trivia and comedy nights, and food and wine pairings are designed to attract both golfers and the broader community. These efforts assist in maximizing use of the clubhouse during non-peak hours, generating incremental F&B revenue. While these program offerings are currently in the early stages and have not yet generated a measurable return on investment, with consistent scheduling and continued development, they are expected to grow in popularity and contribute more meaningfully to overall revenue over time.

As shown in Table 2, projected revenues are expected to grow steadily from $5.23 million in FY 2025-26 to $6.36 million by FY 2029-30, reflecting the impact of the implemented rate adjustments, capital improvements, turf reduction strategies, and expanded programming initiatives. While expenditures are also projected to increase over the same period, they are expected to grow at a more moderate pace. As a result, net projected revenue increase from $636,356 to $1.33 million, more than doubling over the five-year period. This trend demonstrates improved operational efficiency and a strengthening financial position, supporting the long-term sustainability of the facility.

Table 2

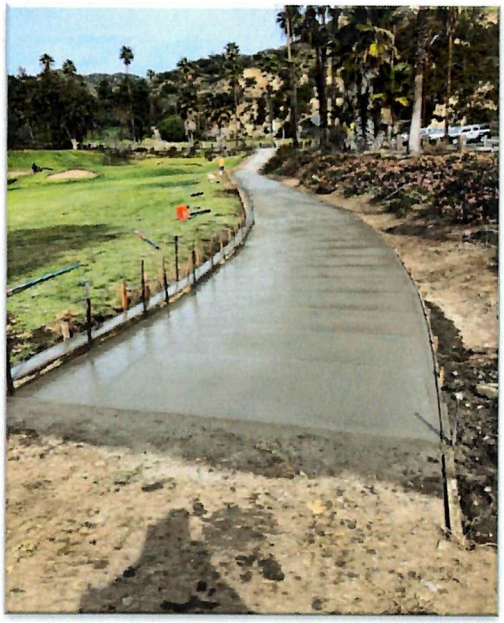
FISCAL YEAR	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Projected Expenditures	$4,594,406	$4,686,294	$4,796,549	$4,909,505	$5,025,231
Projected Revenues	$5,230,762	$5,492,300	$5,766,915	$6,055,261	$6,358,024
Net Projected Revenue	*$636,356*	*$806,006*	*$970,366*	*$1,145,756*	*$1,332,793*

CAPITAL IMPROVEMENT PROJECTS

Throughout the term of the agreement, Touchstone has demonstrated a strong commitment to maintaining and enhancing the golf course and clubhouse through strategic Capital Improvement Projects (CIPs). To date, numerous CIPs have been successfully implemented, resulting in measurable improvements to both course aesthetics and functionality. These include:

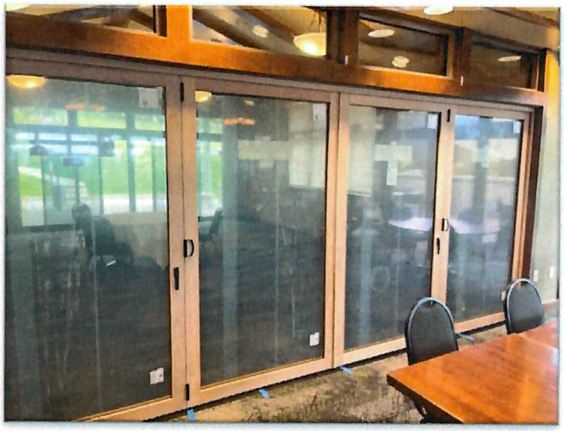
- Cart Paths repair and expansion improving flow of game and accessibility;
- Tee box renovations enhancing playability and durability;
- Sand bunker upgrades, including installation of premium tour-grade sand and improved drainage systems;
- Turf replacement on the Par 3 course to improve consistency and visual appeal;
- Netting replacement and expansion to improve safety and range usability;

- Driving range improvements, including turf replacement and new range mats.
- Clubhouse and restaurant enhancements, including sliding doors to create a meeting/event area for large groups, and bridal suite upgrades.









These upgrades have strengthened the overall golfer experience, supported pace of play, and increased the facility's ability to host events.

Future capital investments are necessary to maintain competitiveness and support revenue growth. Planned improvements include:

- Clubhouse and Patio Improvements: Installation of permanent patio heaters and retractable awnings will expand year-round usability for F&B and special event revenue.
- Irrigation Upgrades: Irrigation upgrades on the Par 3 course and Front 9 will improve turf consistency and overall course conditions, leading to higher customer satisfaction. In addition, these improvements are expected to reduce maintenance

requirements and associated labor costs; however, these savings will not be realized until the project is fully completed.

- Driving Range Enhancements: Addition of a shade structure will increase usability during peak daytime hours, especially in the hotter months, increasing higher range revenue.
- Golf Shop Modernization: Updated displays and merchandising fixtures will improve retail presentation and increase per-customer spend.
- Par 3 and Disc Golf Improvements: Enhancements to the Par 3 course will not only elevate the traditional golf experience but also better serve and grow the disc golf customer base, expanding overall facility utilization.
- Clubhouse Expansion: Feasibility, scope, and projected costs of a clubhouse expansion, including design concepts to enhance the room's functionality and flexibility and create a more adaptable venue with increased capacity for meetings and special events.

All these initiatives are designed to generate incremental revenue streams that offset and exceed the investment over time.

OPERATING EXPENSE INCREASES

Consistent with broader economic trends of inflationary cost pressures, rising operating expenses continue to impact financial performance, particularly in payroll and labor, disposable goods, food and beverage supplies, general goods and services. In addition, increases in water utility rates have significantly affected operating costs due to the resource-intensive nature of golf course maintenance, reinforcing the importance of ongoing water efficiency and turf reduction strategies.

The combination of strategic rate adjustments, expanded programming, and diversified revenue streams is projected to outpace expenditure growth. As a result, DeBell is expected to maintain positive net revenue while continuing to deliver high-quality service, preserve asset value, and remain competitive within the regional market.

The requested increase in operating expenditures is consistent with current economic conditions and is necessary to maintain service levels, protect facility quality, and ensure the long-term viability of the operation. At the same time, Touchstone's comprehensive revenue strategy, including rate adjustments, expanded programming, and targeted capital improvements, positions DeBell to continue generating strong and reliable financial returns. This approach supports priorities of financial sustainability, responsible asset management, and enhanced community benefit, while maintaining a high-quality customer experience.

MEMORANDUM

PUBLIC WORKS

DATE: April 30, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director
BY: John Molinar, Asst. Public Works Director – Streets and Waste Management

SUBJECT: Informational Discussion Paper – Budget Appropriation for Sustainability Activities

BACKGROUND

The purpose of this memorandum is to provide a brief history of funding for sustainability activities organized by the Sustainable Burbank Commission (SBC).

DISCUSSION

During the FY 2024–25 budget process, the City Council requested that the Public Works Department prepare a discussion paper outlining the process by which the SBC could receive and expend City funds for sustainability initiatives. Subsequently, $15,000 in one-time funds was appropriated to support sustainability activities under the guidance of the Public Works Department. The SBC utilized funds to support the Earth Day event at Foy Park, purchase plants for the Community Garden, and provide reusable produce bags for public distribution. During FY 2024-25, total expenditures were $10,633.28.

For FY 2025–26, the adopted budget included another one-time $15,000 for SBC use. These funds were intended to support the Earth Day event, habitat restoration efforts (Community Garden), community outreach, and a foodware rebate program that is intended to provide $500 rebates to assist businesses with complying with the Waste Reduction Ordinance. Over the course of the past year, the Sustainable Commission has devoted significant time to developing a framework for the Waste Reduction Rebate Program. With that work now complete, the Commission has issued one rebate and anticipates a significant rise in rebates the near future. To date, a total of $6,000 has been expended to support the Earth Day event and issue one rebate of $500.

Across FY 2024-25 and FY 2025-26, a remaining balance of $13,366.72 is currently available for sustainability activities. Given the substantial unspent balance, staff is not recommending an additional $15,000 appropriation for FY 2026-27. Instead, staff will continue working closely with the Sustainable Commission to develop a plan for effectively utilizing the remaining funds. Should available funds become insufficient to meet program needs or if additional priorities are identified during the fiscal year, staff will return to Council with a future budget request for consideration.

FISCAL IMPACT

There is no fiscal impact associated with this memo.

CONCLUSION

Public Works has a long-standing record of partnering with the SBC to provide guidance and advance their goals. A key aspect of this partnership is the responsible stewardship of public funds. This approach ensures that the SBC's use of funds complies with the City's fiscal policies and practices and align with Council's goals and objectives. Staff will continue working with the SBC to expend available funds for sustainability initiatives and request additional funding if necessary.

MEMORANDUM

PUBLIC WORKS DEPARTMENT

DATE: April 30, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director DS

SUBJECT: Budget Discussion Paper – Consideration of Palm Ave Closure for Community Events

BACKGROUND

At the City Council Meeting on March 24, 2026, Council requested a budget discussion paper regarding the feasibility of using traffic bollards to close a segment of Palm Avenue for use for community events. This memorandum provides an overview of Fire Department and Public Works requirements for street closures and outlines the infrastructure and operational considerations associated with traffic bollard installation.

DISCUSSION

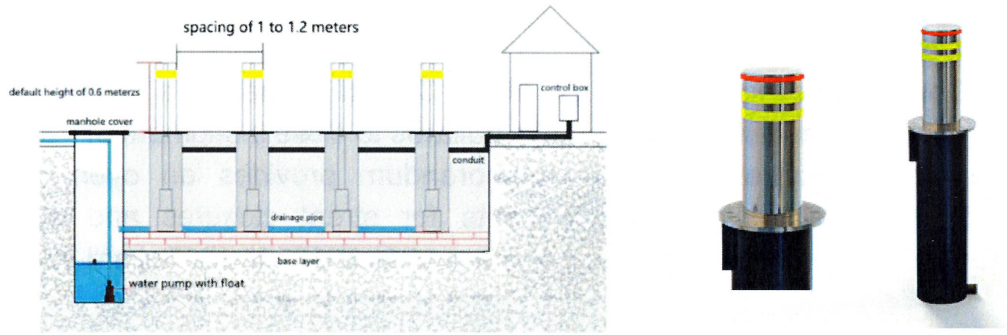
Palm Avenue between San Fernando Boulevard and Third Street is a short downtown block lined with storefronts, restaurants, parking lot entrances, and mixed-use buildings. The street carries two-way vehicle traffic, includes curbside parking, and is approximately 40 feet wide. The intersection of Palm Avenue and San Fernando Boulevard functions as an opening to the Palm Paseo in Downtown Burbank. See picture below.



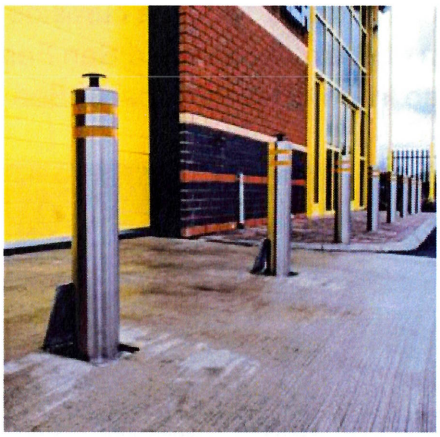
Closing a portion of Palm Avenue to vehicle traffic would require the use of crash-rated traffic bollards to safeguard patrons and vendors. There are three types of commonly used bollards for street-closure applications: automatic retractable, manual retractable, and removable.

Types of Bollards

Retractable bollards, whether automatic or manually operated, are stored below ground when not in use and raised during closure events. Although this system offers the advantage of remaining flush with the roadway surface, retractable bollards are rarely used on busy streets due to conflicts with underground utilities. Installation requires excavating to a depth of approximately five feet to accommodate the bollard and its casing, but most utilities within public streets lie within the upper two to three feet. This creates a conflict that cannot be resolved without utility relocation. Retractable bollards are also considerably more expensive, costing three to four times more than removable systems. Automatic retractable bollards also require additional electrical controls and ongoing maintenance of hydraulic components.



Automatic Retractable Bollard



Manual Retractable Bollard

2865

Removable bollards avoid utility conflicts because their footings generally extend only about one foot deep, remaining clear of utility lines making them less costly to install. Removable bollards require secure off-site storage and staff time to deliver, install, remove, and return them after each closure event. These operational requirements and labor impacts are similar to current practices for setting up and removing barriers and barricades for various community events.



Removable Bollard

Currently, the City owns and utilizes Meridian barriers to temporarily close streets for events, construction, emergencies, or when otherwise necessary. Meridian barriers are mobile, crash tested steel barriers designed for vehicle mitigation and/or securing public events, construction zones, or other perimeters. While specific barrier devices are not mandated, cities are required to implement reasonable and effective measures to prevent unauthorized vehicle entry and protect public safety. The use of Meridian barriers supports compliance with Fire Department operational requirements and helps reduce overall risk exposure associated with temporary closure of active roadway segments.



Meridian Barrier

Lightweight A-frame style barricades made of wood, plastic, or light metal are generally considered appropriate for marking work zones or guiding pedestrians. These types of barricades are not recommended for protecting crowds at a busy public event as they are unable to stop or significantly slow a vehicle. Lightweight barricades can be easily moved by pedestrians, and provide little to no protection from moving vehicles. While some cities continue to use lightweight barricades in certain situations, Public Works has worked closely with the Fire Department and the Police Department to carefully evaluate various types of bollards, steel barriers, and other protective measures for street closures where public safety is paramount. In light of multiple street events across the county that have led to serious injuries and deaths from wayward vehicles, the City has a responsibility to implement effective safety measures rather than rely on minimal traffic-control devices. For that reason, the City is committed to using proven safety methods for street closures to better protect attendees, staff, and the community.

Challenges Associated with Palm Avenue Closure

Palm Avenue between San Fernando Boulevard and Third Street provides access to several businesses and serves as an approach route to the Palm Paseo Walkway.

From a safety perspective, a full or partial closure of Palm Avenue presents significant operational considerations related to emergency response access. The Fire Department typically requires that a minimum 20-foot-wide unobstructed emergency access lane be maintained at all times to ensure safety and timely passage of fire apparatus, ambulances, and other emergency vehicles. Given Palm Avenue's 40-foot width, this requirement substantially limits the remaining area available for event infrastructure, including vendor booth, staging, and other infrastructure.

Maintaining continuous, unimpeded emergency access is a primary safety concern in any street closure scenario. The Fire Department's operational preference is centered on solutions that minimize delay and ensure immediate, predictable access under all conditions. The use of removable bollards presents significant concerns for emergency access control because each bollard must be individually unlocked and manually lifted during an emergency. Their weight and handling requirements could delay emergency response. Fire personnel can remove meridian barriers more quickly and reliably, making them the preferred option for street closures.

Temporary closure of the block would reduce direct vehicle access for businesses and residents, eliminate on-street parking in the Downtown area, and may result in increased traffic volumes on surrounding streets.

Requirements for Hosting a Community Event

An event organizer requesting to host a community event on a city street must apply for a Street Use Permit, which generally requires up to six weeks to process. Early

submission is encouraged to ensure adequate time for departmental review. Once submitted, the application is routed to the following departments:

- Public Works (PW)
- Police Department (BPD)
- Fire Department (FD)
- Community Development Department (CDD)
- Burbank Water and Power (BWP)

Each department evaluates the application based on operational impacts, public safety considerations, and regulatory compliance. If approved by all reviewing departments, the event organizer is issued a Street Use Permit. The Street Use Permit fee depends on the number of planned attendees. The fee for a small event (1-100 attendees) is $281 and goes up to $1,137 for large events (501+ attendees).

Public Works may require a Traffic Management Plan depending on the size and location of the event, which includes a Traffic Control Plan check fee of $271 and inspection fees that range from $100-200 per hour based on the day and hours of the event. PW Street Maintenance staff deploy City-owned Meridian barriers in accordance with the approved traffic control plan. Rental fees are not charged for the Meridian barriers for City-sponsored events, however labor costs for deployment and removal are billed to the event sponsor. The City-owned barriers are not available for rental for non-City events due to asset availability, liability exposure, maintenance costs, and administrative burden, however event organizers may rent barriers from appropriate rental companies.

In addition to permit and inspection fees, event organizers can expect to incur charges related to Police and Fire personnel to ensure public safety and emergency readiness during the event. Total fees incurred for special events can vary depending on the size, duration and scope of an event, but generally range from $7,000 to $22,000.

FISCAL IMPACT

Along Palm Avenue between San Fernando Boulevard and the western end of the Starbucks frontage, the street width is approximately 40 feet. To fully close each end of this segment, eight bollards would be required per intersection, for a total of 16 bollards. The estimated cost for plan design, bollard procurement, and installation is approximately $128,000. Additional operating costs would be incurred for staff to install and remove the bollards for each event. For comparison, installing retractable bollards at the same locations is estimated to cost approximately $380,000.

CONCLUSION

Staff does not recommend closing a segment of Palm Avenue for community events due to the critical need to maintain continuous, unobstructed emergency access in

accordance with Fire Department standards. Additional factors include the significant operational and labor costs associated with implementing and maintaining a secure street closure, including traffic control, barricades, staffing, setup, and ongoing monitoring, and the safety measures necessary to protect pedestrians, event attendees, and surrounding traffic. Furthermore, installing retractable bollard would conflict with underground utilities.

Recommendation

Staff recommends evaluating various streets that could be designated as standard locations for community events. Establishing such a designation would allow staff to identify streets where relocating underground utilities may be feasible to support the future installation of retractable bollards. Although the cost of relocating utilities and installing retractable bollards would be substantial, this approach would greatly simplify event-related street closures and ensure consistent, pre-approved safety routes and measures for Police and Fire. Should the City Council provide direction, staff will evaluate potential locations throughout the City, including the Downtown area, and return to Council with additional information, cost considerations, and recommended options for Council consideration.

MEMORANDUM

WATER AND POWER

DATE: May 5, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
VIA: Joseph Lillio, Chief Financial Officer *Joseph Lillio, CFO*
BY: Bhakti Sheth, Financial Accounting Manager *Bhakti Sheth*

SUBJECT: Informational Discussion Paper – Two Customer Service Representative III and Two Field Service Representative Positions for Fiscal Year 2026-27

BACKGROUND

This memo provides an update on Burbank Water and Power's (BWP) Customer Service Division and the need for two new Customer Service Representative (CSR) III positions and two Field Service Representative (FSR) positions for Fiscal Year (FY) 2026–27, an increase of four Full-Time Employees (FTEs). While recognizing current financial constraints, these four new positions are necessary to meet critical operational demands and maintain timely, high-quality customer service for the residents of the City of Burbank (City).

DISCUSSION

The new positions will be budget-neutral in FY 2026–27, the second year of the currently approved two-year budget cycle, with costs offset by the elimination of one Assistant General Manager (AGM) (yielding $303,056 in annual savings), and by reducing energy contracts by $135,845. The positions will be included in the next budget cycle and the utility will continue to evaluate future cost savings offset based on an annual review of renewable contracts and staffing levels.

The growing complexity of managing water and power utilities, including automated metering infrastructure challenges and new development, has increased demand for responsive, high-quality customer service. These conditions necessitate additional

staffing to support meter replacements, billing adjustments, and improved service delivery, especially as current call wait times have, at times, exceeded 20 minutes.

Metrics – Key Performance Indicators (KPIs) for Call Center Hold Times
Hold times measure how long customers wait to speak with a representative or receive assistance and serve as a key indicator of call center efficiency, staffing needs, operational bottlenecks, and overall service quality.

	Average Wait Time	Industry Standard Goal
FY 2010-11	1 min., 48 sec.	-
March 2026	9 min., 39 sec.	Under 2 min
FY 2025-26 (Average)	7 min., 21 sec.	Under 2 min

Below is the yearly cost for each position, broken down by salary, benefits, and the total, which will be fully offset in FY 2026-27 by savings of $303,056 from the reduction of an AGM position and $135,845 from reductions in renewable energy contracts.

Position Title	Salary	Benefits	Total
CSR III	$ 74,118.98	$ 32,888.79	$ 107,007.77
CSR III	$ 74,118.98	$ 32,888.79	$ 107,007.77
FSR	$ 78,749.84	$ 33,692.91	$ 112,442.75
FSR	$ 78,749.84	$ 33,692.91	$ 112,442.75
Total (4 FTEs)	**$ 305,737.64**	**$ 133,163.40**	**$ 438,901.04**

CONCLUSION
The new positions will support upcoming infrastructure replacement efforts over the next 12-18 months, address ongoing meter maintenance needs, and strengthen new customer billing services. Growing development in Burbank, bringing in thousands of new dwelling units, will further increase workload, as rising economic pressures drive more complex customer interactions. Staff is managing increased demand for payment arrangements, high-bill inquiries, estimated billing concerns, EV and solar program participation, and new service setups, all of which require sustained staffing support to ensure reliable, affordable, and high-quality utility services.

MEMORANDUM

FINANCIAL SERVICES DEPARTMENT

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Jennifer Becker, Financial Services Director

SUBJECT: Budget Discussion Papers and Follow-up Items

BACKGROUND

During the City Council meeting held on May 5, 2026, the City Council requested additional information (Discussion Papers) on several items related to the Budget.

The following is a summary of the discussion paper requests that are attached:

No.	Dept.	Subject
1	CM	Consideration of a One-Time Budget Appropriation of $50,000 for an Immigration Emergency Assistance Fund
2	PR	Consideration of Adding a Third Community Garden
3	CDD	Economic Impact Report on Increasing Minimum Wage and Establishing an Enforcement Unit

In addition, the City Council was previously provided with the following discussion papers during the May 5, 2026 City Council Meeting as part of the Proposed Budget binder:

No.	Dept.	Subject
1	CM	Community Events and Program Grant
2	CDD	Enhanced Renter Relocation Program for Qualified Households (Measure A)
3	PR	Proposed Increase to Community Arts Grant Funding
4	PR	Elderly Nutrition Program Funding Update (Informational)
5	PR	DeBell Golf Course Financial Update (Informational)
6	PW	Budget Appropriation for Sustainability Activities
7	PW	Consideration of Palm Ave. Closure for Community Events (Informational)
8	BWP	Two Customer Service Representative III and Two Field Service Representative Positions FY 2026-27 (Informational)

**Held in abeyance pending resolution of potential conflict of interest*

MEMORANDUM

CITY MANAGER'S OFFICE

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Courtney Padgett, Assistant City Manager
VIA: Cathryn LaBrado, Assistant to the City Manager
BY: Kylene Pecor, Community Assistance Coordinator

SUBJECT: Budget Discussion Paper – Consideration of a One-Time Budget Appropriation of $50,000 for an Immigration Emergency Assistance Fund

BACKGROUND

At the May 5, 2026, City Council (Council) meeting, Council Member Perez requested a budget discussion paper for consideration of a one-time appropriation of $50,000 for the establishment of an emergency assistance fund to support residents impacted by immigration enforcement actions. The request also included an evaluation of programs and funding approaches used by the cities of Pasadena, Santa Ana, and San Fernando, as well as potential partnership opportunities with the County of Los Angeles, the California Community Foundation (CCF), and Home Again Los Angeles (HALA).

DISCUSSION

In recent years, some jurisdictions throughout Los Angeles County have established emergency assistance programs intended to provide short-term support to residents impacted by federal immigration enforcement activities. These programs generally utilize partnerships with nonprofit organizations and philanthropic entities to administer assistance and distribute aid to eligible households.

Programs established by cities including Pasadena, Santa Ana, and San Fernando have generally focused on providing emergency assistance for essential needs, including:

- Housing and rental assistance;
- Utility payments;
- Food and basic necessities;
- Childcare and dependent care; and

- Immigration-related legal services.

The City of Pasadena recently established the Pasadena Emergency Assistance Fund through a partnership with CCF, which administers and distributes assistance through local nonprofit organizations serving residents. In July 2025, the Pasadena City Council appropriated $100,000 to establish an immigration assistance fund. The program was formally launched in April 2026 to support local families impacted by federal immigration enforcement activity. The fund was initially supported through the city appropriation and supplemented through community donations and philanthropic contributions.

The City of Santa Ana has established a city-funded emergency assistance program providing financial support to residents impacted by immigration enforcement activities. In July 2025, the Santa Ana City Council approved and launched a $100,000 emergency housing assistance program for Santa Ana families impacted by immigration enforcement. The program provides direct assistance for essential needs, including rent and utility payments, and is administered in coordination with community-based organizations serving immigrant households. In October 2025, the City Council directed the City Manager to continue funding the program with at least an additional $100,000.

The City of San Fernando has implemented an initiative that includes a financial assistance program supporting residents impacted by immigration enforcement activities. In July 2025, the San Fernando City Council approved funding for participating community-based organizations to launch the program and begin providing services. The program provides one-time emergency assistance to eligible households and is delivered in coordination with community-based organizations, including HALA, along with other supportive services such as food distributions and referrals to local resources.

Should Council choose to proceed with the development of a local assistance program, staff would evaluate potential partnerships with organizations such as CCF, HALA, and/or Los Angeles County and return to Council with implementation options. Potential program components for future Council consideration may include:

- Eligibility requirements and residency requirements;
- Types of eligible emergency assistance;
- Program administration and oversight structure;
- Funding distribution procedures; and
- Reporting and accountability measures.

FISCAL IMPACT

Should Council choose to proceed with the establishment of an Immigration Emergency Assistance Fund as requested by Council Member Perez, the fiscal impact would be $50,000 in one-time funding from the General Fund.

CONCLUSION

Some jurisdictions in the region have implemented emergency assistance funds to support residents impacted by immigration enforcement activities, generally through nonprofit organizations that administer and deliver assistance for essential needs such as housing, utilities, childcare, food, and legal services.

Should Council proceed with establishing the Immigration Emergency Assistance Fund, staff would begin evaluating potential partnerships with nonprofit organizations including HALA and CCF to determine program design and implementation structure, including administrative coordination and service delivery approaches. Staff anticipates being able to return to Council within six months and provide an implementation framework outlining proposed program components, including eligibility requirements, types of emergency assistance, funding distribution procedures, and recommended nonprofit partnership arrangements.

MEMORANDUM

PARKS AND RECREATION

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
Damian Skinner, Public Works Director
BY: Diego Cevallos, Assistant Parks and Recreation Director

SUBJECT: Budget Discussion Paper – Consideration of Adding a Third Community Garden

BACKGROUND

In 2021, the City Council (Council) approved agreements with the Los Angeles Community Garden Council (LACGC) for the development and operation of two community gardens located at 3705 West Clark Avenue and 1141 North Pass Avenue. Under the oversight of the Parks and Recreation Department (Department), these gardens were established to provide recreational, educational, and community-building opportunities while expanding access to urban agriculture within Burbank.

Since implementation, the Department has continued to evaluate community gardening opportunities, operational sustainability, and educational programming, and has received community interest in potential expansion.

In January 2026, the Sustainable Burbank Commission (SBC) added a recommendation for a third community garden to its February agenda and established an Ad Hoc Community Garden Subcommittee (Subcommittee). At its February meeting, the Subcommittee reported that it had independently engaged members of the Burbank community gardens to assess needs and conducted a site visit at Miller Park.

The Subcommittee recommended that the SBC request a feasibility study focused on spaces not managed by the Los Angeles Department of Water and Power, which owns the land where both existing community gardens operate. It also recommended requesting that the Council help identify any City-owned locations the SBC may not yet

be aware of. Commissioner Gemmill, a community garden advocate, noted the existence of a long waiting list and emphasized the importance of securing a large site. The SBC directed the Subcommittee to draft a letter for the commission's review and vote. At its April 2026 meeting, the SBC reviewed the draft letter and voted to forward it to the Council. The letter was sent via email on May 4, 2026 (Attachment 1).

At the May 5, 2026 Council Meeting, Mayor Takahashi requested that staff explore the feasibility of establishing a third community garden location.

DISCUSSION

The Department appreciates SBC's interest in expanding community gardening opportunities and recognizes the recreational, educational, environmental, and social benefits these programs provide. At this time, staff recommends focusing on strengthening and evaluating the City's existing community garden system and program initiatives prior to the consideration of a third garden location. A comprehensive evaluation of the existing program will help ensure long-term program success and inform future expansion opportunities.

Staff recommends assessing the following key performance metrics:

- Resident participation rates
- Plot utilization and vacancy rates
- Resident waiting lists and demonstrated unmet demand
- Program accessibility and equity considerations
- Volunteer engagement and sustainability
- Maintenance and operational performance
- Financial sustainability
- Educational programming participation
- LACGC's capacity to effectively support an expanded system

Any future expansion would also require a new agreement with LACGC to address the increased operational responsibilities and administrative oversight. Staff believes it is essential to first confirm that LACGC has the organizational capacity to effectively maintain high-quality service levels at the existing locations while supporting any future growth.

In addition, the Department is currently collaborating with Community Garden Volunteers on a pilot program that brings community garden activities and educational experiences to several after-school program locations on Burbank Unified School District properties as part of the City's After School Daze Program. Staff is committed to the full implementation and evaluation of this initiative which may help inform future considerations regarding potential community garden expansion opportunities.

Additionally, the City Parks Master Plan, developed through an 18-month community engagement process, did not identify a third community garden as a strategic priority. The adopted Plan continues to guide the City's recreational programming, operational priorities, and capital investments.

To further evaluate community interests and needs, staff will work directly with LACGC to schedule information-gathering meetings with community stakeholders and interested residents to reassess desired outcomes and existing utilization data. Additionally, staff will engage the Parks and Recreation Board to solicit their input. This feedback evaluated alongside vacancy rates, participation analysis, and LACGC capacity will inform future decisions regarding future expansion.

Should the City pursue expansion, a full fiscal analysis would be required to evaluate capital costs, operational impacts, staffing resources, contractual services, maintenance, utilities, and administrative oversight.

CONCLUSION

Staff recommends first completing a comprehensive evaluation of the existing gardens, related operational metrics, and current pilot programming initiatives prior to the consideration of expansion of the current program. Staff remains committed to supporting existing operations, evaluating community needs, and ensuring future programming decisions align with the City's operational priorities, long-term sustainability goals, and adopted City Parks Master Plan.

ATTACHMENT

Attachment 1 – SBC Recommendation Letter to City Council 4/20/26

April 20, 2026

TO: Honorable Mayor and City Council
FROM: Sustainable Burbank Commission
SUBJECT: Consideration of third Community Garden site

RECOMMENDATION:

As an advisory body to the Burbank City Council, the Sustainable Burbank Commission recommends that City Council establish funding and direct staff to undertake a feasibility study of creating a third community garden site on City of Burbank land preferably east of the 5 freeway.

BACKGROUND:

Discussions about a Burbank community garden began close to 20 years ago. By 2020, Burbank was able to negotiate a lease with LA DWP to use Whitnall Highway land and to create an agreement with the Los Angeles Community Garden Council (LACGC) to be the nonprofit fiscal sponsor for the gardens. With City Council start-up funds of approximately $250,000 we established two community gardens in the last four years.

The first site opened at the corner of Chandler and Pass in 2022 with 34 in-ground plots and two raised accessible beds. In 2025, these gardeners grew more than 1,500 pounds of fresh, organic produce in their plots. Every Saturday the gardeners put out a share table so neighbors can also enjoy their garden's bounty. The California native plantings around the garden provide important habitat for native butterflies, birds, and bees, while also demonstrating to the community the beauty and resilience of planting with natives.

The second site at the corner of Hollywood Way and Clark opened less than a year ago in May 2025. These gardeners already have thriving plots with sufficient bounty for their family's enjoyment and to share with neighbors on a weekly share table. A native garden was planted here in December, and we look forward to watching this garden also thrive, attracting native pollinators.

Both garden sites have installed a small orchard, blueberry patch, and dedicated communal beds to boost share table offerings. Both sites have also established a compost system so effective that they are already producing "black gold" to put more nutrients back into the garden.

Built by volunteers, including the Burbank Community Garden Steering Committee members, the gardens are entirely volunteer-run and self-governing with the guidance of LACGC and with occasional support from City staff to resolve infrastructure issues.

ANALYSIS: COMMUNITY GARDEN BENEFITS

Community engagement

Since before the first site was opened in 2022 Burbank has wholeheartedly supported the community garden. At both sites, gardeners interact with neighbors, bringing them into the garden for events and education, and sharing the harvest from their plots. Educational events have included Growing and Cooking with Asian Vegetables, a Fall Harvest event with pumpkin carving, and seed starting co-hosted with Burbank Central Library, to name a few.

Working with volunteers, our gardeners develop team-building and leadership skills. Many individuals and local businesses have sent teams of volunteers to our weekly workdays (e.g. Marriott, Starbucks, South Hills Church 818 Group, Love Catering, Guildie Greenthumbs, Revenue io, Comcast Corp, Girl Scouts and Daisies, and Burroughs High School Football Team.)

There are currently 450 people on the waitlist for a plot, demonstrating both the need for more community gardens in Burbank and residents' enthusiasm to become part of this vibrant community.

Growing food

All gardeners are encouraged to grow produce or flowers that they can harvest and enjoy with friends and family. The community gardens practice organic gardening to ensure that the fruits and vegetables are of high quality without any pesticides or chemicals. The use of onsite composted organic material to fertilize plots creates especially nutrient-dense produce, diminishing grocery bills, and supporting healthy eating habits.

Mental and physical health

Research in Europe, including from Britain's Royal Horticultural Society and several universities, has shown that gardening two or three times a week is beneficial to mental and physical health. It reduces depression and anxiety, strengthens bones and muscles, and can reduce the risk of dementia. As population density increases in Burbank, fewer residents enjoy access to space outside or anywhere they can garden. A third community garden site would enable more Burbank residents to enjoy the many benefits of gardening.

Water conservation and native habitat

All gardeners at Burbank's Community Gardens are encouraged to practice water conservation, in particular to use ollas or unglazed terra cotta clay pots to irrigate their plot using minimal water. These underground reservoirs encourage growing plants to sip the water needed for healthy growth, minimizing wasteful evaporation from excessive surface watering practices.

California native plants are an important part of our ecosystem, supporting local biodiversity. The native plant gardens at each community garden site provide habitat and food for native butterflies, moths, bees, insects, and birds, which are all experiencing an alarming worldwide decline in numbers. Native plants can help to protect our environment with their low water requirements and ability to thrive in local soil types. The native plantings around the exterior of

both gardens demonstrate the practicality of landscaping with California natives, beautify the surrounding neighborhood, and help to restore our local food web.

DISCUSSION:

The simple act of working the soil and growing food companionably side by side with others builds community bonds. Stewardship of shared land is a unique responsibility that allows the community to create a valuable resource for future generations. The person-to-person sharing of home-grown food is nourishing to our bodies and to our souls.

Negotiations with LA DWP for the use of their land slowed the opening of the first two gardens. Future community garden sites might be better situated on City of Burbank land to avoid those lengthy delays.

Existing garden sites are along the Chandler Bikeway and in Magnolia Park. To serve residents throughout the city, the next garden site might preferably be located east of the 5 freeway. We have scouted a few possible locations, but we also encourage the Council to consider city-owned lots or land that this Commission may be unaware of.

Suggestion A: Palm Ball Field, 1125 E. Orange Grove, Burbank, CA 91501
Suggestion B: Southwest corner of Joaquin Miller Park, 720 E. Providencia Avenue Burbank, CA 91501
Suggestion C: Burbank Fire Department Station 16 (in front of the station–site preparation to include removing lawn and terracing for garden plots), 1600 N. Bel Aire Dr., Burbank, CA 91504
Suggestion D: Ralph Foy Park, behind the Burbank Public Library, Northwest Branch, 3323 W Victory Blvd, Burbank, CA 91505
Suggestion E: CalTrans vacant lot between Walnut Ave. and the 5 freeway at Burbank Blvd. (behind IHOP)

Based on the experience of creating the first two sites, the community garden steering committee knows that as soon as the land and infrastructure is available from the City, gardeners will commit as many hours as needed to build, create, and sustain these community gardens.

CONCLUSION:

The Commission strongly recommends creating a third site for a community garden so that more Burbank residents can grow their own food, enjoy the health benefits of gardening, build new friendships that strengthen our community bonds, and share the pleasure and value of green spaces in our city.

The Commission strongly recommends that the City explore possibilities for a third community garden on city-owned land, preferably east of the 5 freeway.

The Commission strongly recommends that City Council allocate funds in the upcoming '26-'27 budget for the creation of a third community garden.

MEMORANDUM

DATE: May 19, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: Simone McFarland, Assistant Community Development Director

SUBJECT: Budget Discussion Paper – Economic Impact Report on Increasing Minimum Wage and Establishing an Enforcement Unit

BACKGROUND

At the May 5, 2026, City Council meeting, Council Member Anthony requested that staff return with a Budget Discussion Paper from last year regarding a potential minimum wage increase and the creation of an enforcement unit (Attachment 1). The budget discussion paper was presented on May 6, 2025 as part of budget discussions for Fiscal Year 2025-26, and Council took no action on this item.

DISCUSSION

As of January 1, 2026, California's minimum wage increased from $16.50 per hour to $16.90 per hour. Additionally, some of the local minimum wage rates have increased since the last report. The table below has been updated to reflect the 2026 increases.

Figure 1: Local Minimum Wage by County/City

Location	Minimum Wage	Effective Date
State of California	$16.90	January 1, 2025
Los Angeles County (Unincorporated Areas)	$18.47 Effective July 1, 2026	July 1, 2025
City of Burbank*	$16.90	January 1, 2025
City of Los Angeles	$17.87 Annual CPI adjustment expected to $18.42 July 1, 2026	July 1, 2024
City of Malibu	$17.27 Annual CPI adjustment expected $17.91 July 1, 2026	July 1, 2024
City of Mountain View	$19.70 Annual CPI adjustment expected July 1, 2027	January 1, 2025
City of Pasadena	$18.57 Effective July 1, 2026	July 1, 2024
City of San Diego	$17.75 Annual CPI adjustment expected Jan. 1, 2027	January 1, 2025
City of Santa Monica	$17.81 July 1, 2026, adjustment expected amount not yet announced.	July 1, 2024
City of West Hollywood	$20.25 Annual CPI adjustment expected Jan. 1, 2027	January 1, 2025

**Burbank does not have a local minimum wage ordinance and follows the State established minimum wage*

FISCAL IMPACT

None. This report is for informational purposes only.

CONCLUSION

California's state minimum wage has increased to $16.90 per hour and those cities who have local minimum wage, are also increasing.

ATTACHMENT

Attachment 1 – May 6, 2025, Budget Discussion Paper – Economic Impact Report on Increasing Minimum Wage and Establishing an Enforcement Unit

ATTACHMENT 1 - 1

MEMORANDUM

DATE: May 6, 2025

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Simone McFarland, Assistant Community Development Director
BY: Mary Hamzoian, Economic Development Manager

SUBJECT: Budget Discussion Paper – Economic Impact Report on Increasing Minimum Wage and Establishing an Enforcement Unit

BACKGROUND

At the City Council meeting on November 19, 2024, staff provided City Council (Council) with a First Step Report on a Potential Taskforce for Citywide Minimum Wage and Paid Parental Leave (Attachment 1). Council directed staff to come back with a Fiscal Year (FY) 2025-26 budget discussion item to consider utilizing a consultant to assess the economic impact on increasing minimum wage. Items for consideration would include raising the minimum wage to $20.00 per hour with a $5.00 per hour overage for tourism and healthcare workers (with an exemption on employers with fewer than 25 employees) and assessing the cost of establishing an enforcement unit on minimum wage for Burbank.

DISCUSSION

As of January 1, 2025, California's minimum wage is $16.50 per hour. There are more than 12,400 businesses in the City of Burbank that are subject to paying the minimum wage as established by the State of California. With the passage of Assembly Bill 1228 and Senate Bill 525, new sections have been added to the California Labor Code which increased the minimum wage for all fast-food workers and some healthcare workers. Beginning April 1, 2024, fast food employees receive a State minimum wage of $20.00 per hour. As of October 16, 2024, healthcare employees in various facilities receive a minimum wage ranging from $18.00 to $23.00 per hour depending upon the type of care facility.

Employers within Burbank are required to comply with State minimum wage laws. This includes annually adjusted pay rates of $16.50 per hour for all employers, $20.00 per

hour for fast food employees, and a range of $18.00 to $23.00 per hour for certain health care facility employees.

On November 5, 2024, California voters considered California ballot measure Proposition 32 to raise the State's current minimum wage to $17.00 for the remainder of 2024 for employers with at least 26 employees, increasing to $18.00 per hour starting in January 2025. Small businesses with fewer than 26 employees would be required to start paying employees $17.00 an hour in January 2025 and $18.00 per hour in 2026. Proposition 32 was not passed by California voters.

Other cities across the State have adopted their own local minimum wage ordinances, as depicted in Figure 1. Some of these ordinances have differentiated between large (26 or more employees) and small (less than 26 employees) employers using the State's definition.

Figure 1: Local Minimum Wage by County/City

Location	Minimum Wage	Effective Date
State of California	$16.50	January 1, 2025
Los Angeles County (Unincorporated Areas)	$17.81	July 1, 2025
City of Burbank*	$16.50	January 1, 2025
City of Los Angeles	$17.27	July 1, 2024
City of Malibu	$17.27	July 1, 2024
City of Mountain View	$19.20	January 1, 2025
City of Pasadena	$17.50	July 1, 2024
City of San Diego	$17.25	January 1, 2025
City of Santa Monica	$17.27	July 1, 2024
City of West Hollywood	$19.65	January 1, 2025

**Burbank does not have a local minimum wage ordinance and follows the State established minimum wage*

Many cities across the region, including the City of Glendale, have not taken additional action on minimum wage and therefore, utilize the state established rate of $16.50 per hour. If Council directs staff to hire a consultant to conduct an economic impact study, the consultant's scope of work would include:

1. Analyzing the potential effects of a minimum wage increase on the local economy, businesses, and employees;

2. Examining the economic impact of similar wage increases in comparable cities;
3. Assessing how businesses of different sizes and sectors might respond to the increase, including impacts on labor costs and potential job gains or losses; and
4. Evaluating the costs associated with establishing an enforcement unit.

The process of selecting a consultant and completing the study is expected to take approximately four to six months.

FISCAL IMPACT

A General Fund appropriation in the amount of $100,000 is necessary during FY 2025-26 if Council wishes to hire a consultant to conduct an economic impact study on increasing minimum wage and establishing an enforcement unit. If approved staff recommends that a To Be Determined (TBD) consultant be included in the Agreements and Contract List with the amount of $100,000 for the FY 2025-2026 budget.

CONCLUSION

Should the Council request to conduct an economic impact study on increasing minimum wage and establishing an enforcement unit, staff would hire a consultant to conduct a study on the impact of minimum wage increases for Burbank businesses including the direct impact to the City of Burbank as an employer, and the cost associated with establishing an enforcement unit.

ATTACHMENT

Attachment 1 – November 19, 2024, First Step Report on Potential Taskforce for Citywide Minimum Wage and Paid Parental Leave

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: November 19, 2024

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Simone McFarland, Assistant Community Development Director
Mary Hamzoian, Economic Development Manager
BY: Marissa Cardwell, Senior Administrative Analyst

SUBJECT: First Step Report on Potential Taskforce for Citywide Minimum Wage and Paid Parental Leave

RECOMMENDATION

Note and file.

BACKGROUND

At the January 9, 2024, Council Meeting, Council Member Anthony requested a first step report on a potential taskforce related to minimum wage and paid parental leave for private employers within the City.

Minimum wage laws vary across states and counties, with some municipalities electing to enact additional increased minimum wage laws at their discretion. In recent years, neighboring cities including Los Angeles City, Pasadena, Santa Monica, and West Hollywood have enacted minimum wage laws that supersede the State's current hourly pay rate. The City of Los Angeles implemented a task force prior to passing their own minimum wage law within the city. Additional cities outside of California utilize a task force for the purpose of assessing minimum wage include Chicago and Seattle. The State of California has an existing paid parental leave policy, which is followed by most cities in California. Staff is not aware of any local cities with active task forces dedicated to minimum wage and/or family leave.

DISCUSSION

Minimum Wage

In January 2022, California became the first state to implement a $15.00 minimum wage, an 87.5% increase over its $8.00 level in early 2014. In the same period, 38 California

localities raised and indexed their minimum wages above the State level. As of January 1, 2024, the State minimum wage is $16.00 an hour for all employees. As of January 1, 2025, California's minimum wage will increase by 50 cents to $16.50 per hour.

Businesses within Burbank are currently subject to paying the minimum wage as established by the State of California. With the passage of Assembly Bill 1228 and Senate Bill 525, new sections have been added to the California Labor Code which increased the minimum wage for all fast-food workers and some healthcare workers. Beginning April 1, 2024, fast food employees receive a State minimum wage of $20.00 per hour. As of October 16, 2024, healthcare employees in various facilities receive minimum wage ranging from $18.00 to $23.00 per hour depending upon the type of care facility. Additional increases for healthcare facility workers are also in process, with a planned implementation date of January 1, 2025.

On November 5, 2024, California voters considered California ballot measure Proposition 32, which if passed, will raise the State's current minimum wage to $17.00 for the remainder of 2024 for employers with at least 26 employees, increasing to $18.00 per hour starting in January 2025. Small businesses with fewer than 26 employees would be required to start paying employees $17.00 an hour in January 2025 and $18.00 per hour in 2026. As of this writing (November 14th), the passage of the ballot measure is still not resolved with 51% voting "no" and 49% voting "yes". The California Secretary of State is expected to certify the election results on December 13, 2024.

Other cities across the State have adopted their own local minimum wage ordinances, and many have been in effect for several years. Some of these ordinances have differentiated between large (26 or more employees) and small (less than 26 employees) employers using the State's definition. For example, effective July 1, 2024, the minimum wage for all employers in unincorporated Los Angeles County and the City of Los Angeles is $17.28 an hour (Figure 1). Additional details for neighboring cities with local minimum wage ordinances can be reviewed on the chart below.

Location	Minimum Wage	Effective Date
State of California	$16.00	January 1, 2024
Los Angeles County (Unincorporated Areas)	$17.27	July 1, 2024
City of Burbank*	$16.00	January 1, 2024
City of Los Angeles	$17.27	July 1, 2024
City of Malibu	$17.27	July 1, 2024
City of Mountain View	$18.75	January 1, 2024
City of Pasadena	$17.50	July 1, 2024

City of San Diego	$16.85	January 1, 2024
City of Santa Monica	$17.27	July 1, 2024
City of West Hollywood	$19.08	July 1, 2023

Figure 1: Local Minimum Wage by County/City
**Burbank does not have a local minimum wage ordinance and follows State established minimum wage*

Paid Family Leave (PFL)

As of 2020, the State of California's current paid parental leave policy allows eligible employees to receive up to eight weeks of PFL to bond with a new child, whether through birth, adoption, or foster care placement. The PFL is 'job-protected' under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), meaning employees can return to their job after leave. The leave can be taken at any time within the first 12 months of a child entering the family. Citizenship and immigration status do not affect eligibility.

Eligibility requirements for the use of PFL by employees include but are not limited to having earned at least $300 in wages during a base period and contributing to State Disability Insurance (SDI) or a voluntary plan in lieu of State Disability Insurance. Employees working in public service do not qualify for the State's PFL as they do not contribute to the State Disability Insurance program.

State Disability Insurance and PFL provide wage replacement benefits only; they do not provide job protection. Disability Insurance and Paid Family Leave do not change the federal or State leave laws in any way and are separate from them. In addition to wage replacement benefits, employees in California may be protected under other employee leave laws, such as the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

Family and Medical Leave Act

FMLA is a federal law that provides eligible employees of covered employers with unpaid, job-protected leave for specified family and medical reasons. Eligible employees may take up to 12 work weeks of leave in a 12-month period for one or more of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care, and to bond with the newborn or newly placed child;
- To care for a spouse, child, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care;
- A serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care; or
- Any qualifying exigency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or call to covered active-duty status.

FMLA applies only to 'covered' employers including all public agencies (inclusive of state, local, and federal employers), local education agencies (schools), and private sector employers who employ 50 or more employees for at least 20 work weeks in the current or preceding calendar year. Covered employers must provide FMLA benefits and protections to eligible employees and comply with other responsibilities required under the FMLA and its regulations. In addition to providing eligible employees an entitlement to leave, FMLA requires that employers maintain employees' health benefits during leave and restore employees to their same or an equivalent job after leave. The law also protects employees from interference and retaliation for exercising or attempting to exercise their FMLA rights.
While most cities in California follow the requirements set forth within the FMLA, the San Francisco Board of Supervisors passed the Paid Parental Leave Ordinance in 2016. The ordinance requires employers in San Francisco to provide supplemental compensation to employees bonding with a child in addition to California PFL. The law applies to employers with 20 or more employees worldwide.

California Family Rights Act

CFRA is a California State law that provides eligible employees with up to 12 work weeks of unpaid, job-protected leave to care for their own serious health condition, a family member with a serious health condition, or to bond with a new child. In addition, the law requires covered employers to provide employees disabled by pregnancy, childbirth, or a related medical condition with unpaid, job-protected leave (Pregnancy Disability Leave) and/or accommodations.

To be eligible for CFRA leave, an employee must have more than 12 months of service with their employer, have worked at least 1,250 hours in the 12-month period before the date they want to begin their leave, and their employer must have five or more employees. Eligible employees may take leave of up to 12 work weeks in a 12-month period, and the leave may be taken consecutively or intermittently under CFRA, many employees have the right to take job-protected leave, which is leave that will allow them to return to their job or a similar job after their leave ends.

Minimum Wage Task Forces

Although not a task force, the City of Los Angeles (LA) has a dedicated division within its Bureau of Contract Administration, the Office of Wage Standards (OWS), that administers and enforces its minimum wage laws and studies the potential impacts of raising the minimum wage in LA. The OWS is also responsible for managing and updating LA's minimum wage ordinances and policies related to paid sick leave and fair hiring practices. LA studied the potential impact of a citywide minimum wage increase when implementing "Raise LA", an initiative to increase the minimum wage and provide paid sick leave for workers in Los Angeles with a focus on hotel employees. Prior to the implementation of "Raise LA" the city commissioned multiple reports to assess the potential economic impacts with consulting firms including Blue Sky Consulting Group and Beacon Economics. The program was approved by voters in 2016 and has been implemented in phases since then.

Outside of California, the cities of Chicago and Seattle have developed task forces in the past to address minimum wage. Established in 2014, Chicago's Minimum Wage Task Force included a diverse group of stakeholders from various sectors of the City's economy, including labor, business, and government. In 2023, Chicago (estimated population 2.6 million) developed the 'One Fair Wage' ordinance based on a proposal to phase out the city's subminimum wage for tipped workers over a five-year period.

Formed in 2014, Seattle's Minimum Wage Task Force included representatives from business, labor, and non-profit sectors, as well as local government officials and community leaders. In 2015, the Seattle (estimated population 770,000) implemented a tiered minimum wage law based on the efforts of the task force. Seattle will be reconvening the stakeholders to address minimum wage with the goal of ending tiered wages.

City of Burbank Considerations

Implementing a task force to review minimum wage within the City of Burbank would require extensive planning, research, resource allocation, and coordination among various departments and stakeholders. The task force would need to conduct in-depth research into the potential economic and social impacts of potentially increasing minimum wage or expanding the existing paid family leave regulations. Task force activities would include analyzing implementation strategies and estimating costs related to education and enforcement. Additionally, the composition of the task force would require careful thought and significant coordination to ensure broad, inclusive representation, to clearly outline the task force's mission and goals, and to ensure a focused scope of work. This multi-faceted undertaking will require substantial allocation of resources to ensure success. A task force creation would need to be balanced with the Council's existing goals and work program, which could present challenges in terms of time and resource allocation.

ENVIRONMENTAL REVIEW

This 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 review pursuant to § 15378 of Title 14 of the California Code of Regulations (CEQA Guidelines).

FISCAL IMPACT

There is no fiscal impact associated with consideration of this first-step report. Council may consider that education and enforcement of an ordinance on minimum wage would likely have significant fiscal impacts. Preliminary research on the cities of Pasadena and Santa Monica suggest that resource costs related to minimum wage enforcement range from $110,000 to $125,000 per year.

CONCLUSION

Like many neighboring cities, employers within Burbank are required to comply with State minimum wage laws. This includes annually adjusted pay rates of $16.00 per hour for all employers, $20.00 per hour for fast food employees, and a range of $18.00 to $23.00 per hour for certain health care facility employees.

Employers within Burbank are also subject to the State's PFL policy, which applies to all employees within the state of California. Additionally, employers meeting the requirements of the State's FMLA policy are also required to provide unpaid, job-protected leave for specified family and medical reasons.

Based on the existing applicable state laws regarding minimum wage and paid parental leave and the anticipated challenges of resource allocation required to manage a task force, Staff recommends that Council take no action to pursue a dedicated minimum wage task force at this time.

ATTACHMENT

Attachment 1 – April 13, 2021 Staff Report

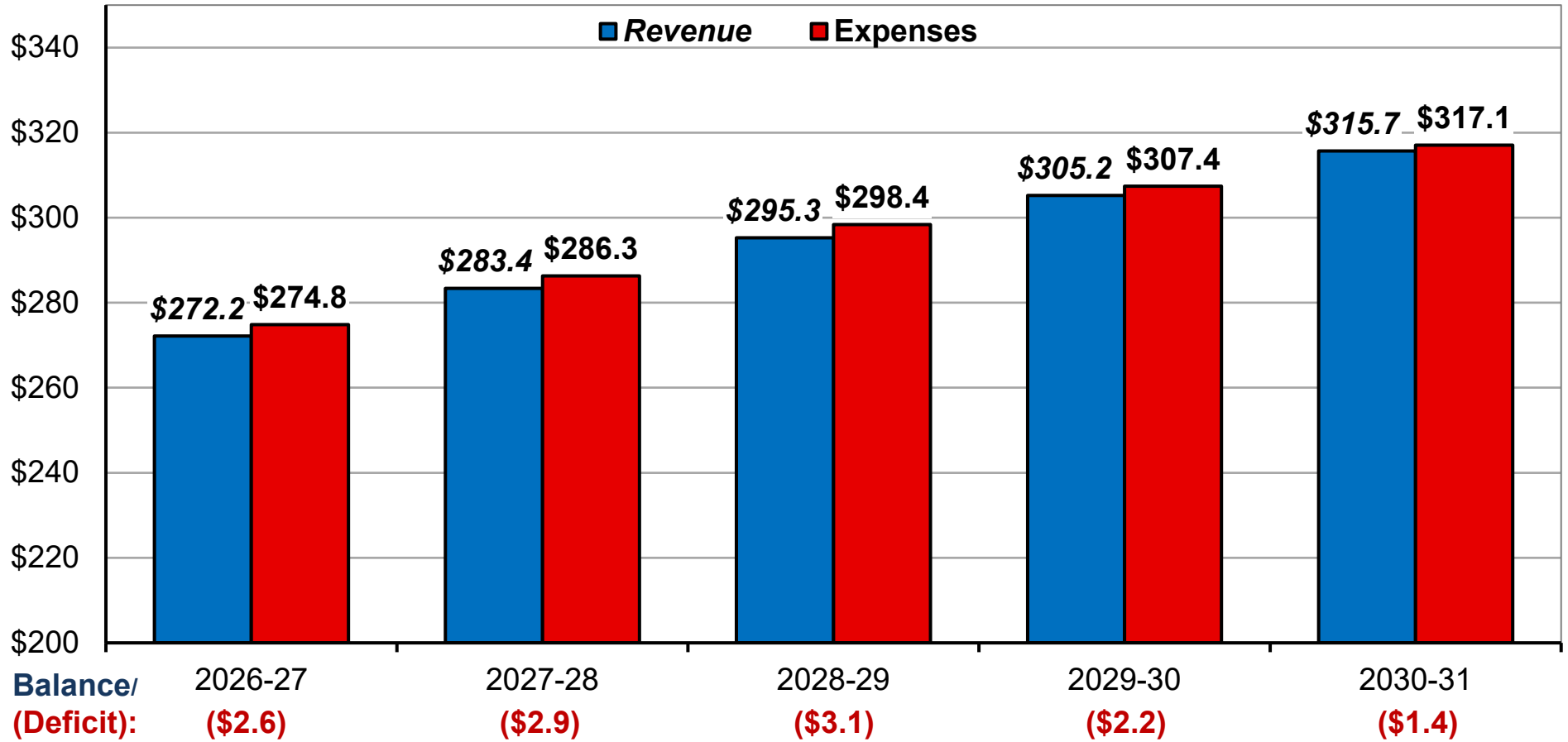
Fiscal Year 2026-27 Proposed Budget

FINANCIAL SERVICES

Discussion Papers
May 19, 2026

General Fund 5-Year Forecast

(in millions)



Ending GF Balance: $28.0 → $26.8

Discussion Paper Summary

No.	Dept.	Subject	Recurring	One-Time
1	CDD	Community Events and Program Grant	$50,000	
2	CDD	Enhanced Renter Relocation Program for Qualified Households (Measure A)		$330,000
3	PR	Proposed Increase to Community Arts Grant Funding		$15,000
4	PR	Elderly Nutrition Program Funding Update*		
5	PR	DeBell Golf Course Financial Update*		
6	PW	Budget Appropriation for Sustainability Activities*		
7	PW	Consideration of Palm Avenue Closure for Community Events*		
8	BWP	Two Customer Service Representative III and Two Field Service Representative Positions FY 26-27*		
9	CM	Consideration of a One-Time Budget Appropriation of $50,000 for an Immigration Emergency Assistance Fund		$50,000
10	PR/PW	Consideration of Adding a Third Community Garden*		
11	CDD	Economic Impact Report on Increasing Minimum Wage and Establishing an Enforcement Unit		$100,000
		Totals:	**$50,000**	**$495,000**

** Information only – no fiscal impact*

Budget Presentation Schedule FY 2026-27

✓ May 5:	Citywide Overview, General Fund, Burbank Water and Power Funds, Public Works Enterprise Funds, Non-General Funds
✓ May 19:	Capital Improvement Program (CIP), Discussion Papers
➢ June 2:	Public Hearing and Adoption of Citywide Budget and Fee Schedule

Questions?

Jennifer Becker
Financial Services Director
(818) 238-5500
jbecker@burbankca.gov

Fiscal Year 2026-27 Capital Improvement Program

PUBLIC WORKS

City Council
May 19, 2026

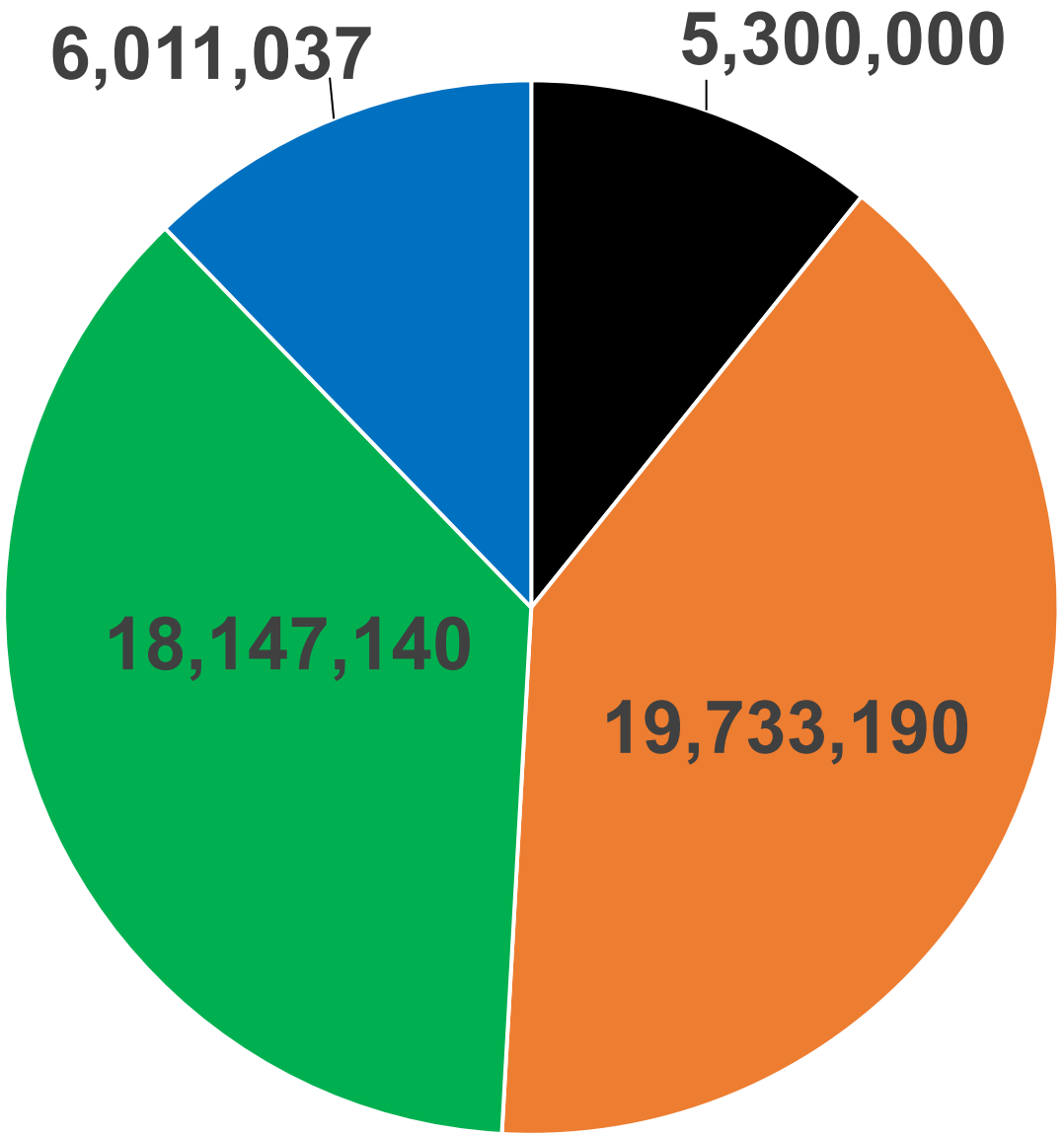
TOPICS

- CIP Funding
  - Unrestricted Funds
  - Restricted Funds
  - Grant Funds
- New Projects
- Ongoing Projects
- Completed Project

CIP FUNDING POLICY

- Dedicate no less than 50% of Measure P revenue to infrastructure repairs, maintenance, and improvements.
- Dedicate a baseline General Fund annual commitment of $4.7 million.

CIP FUNDING DISTRIBUTION

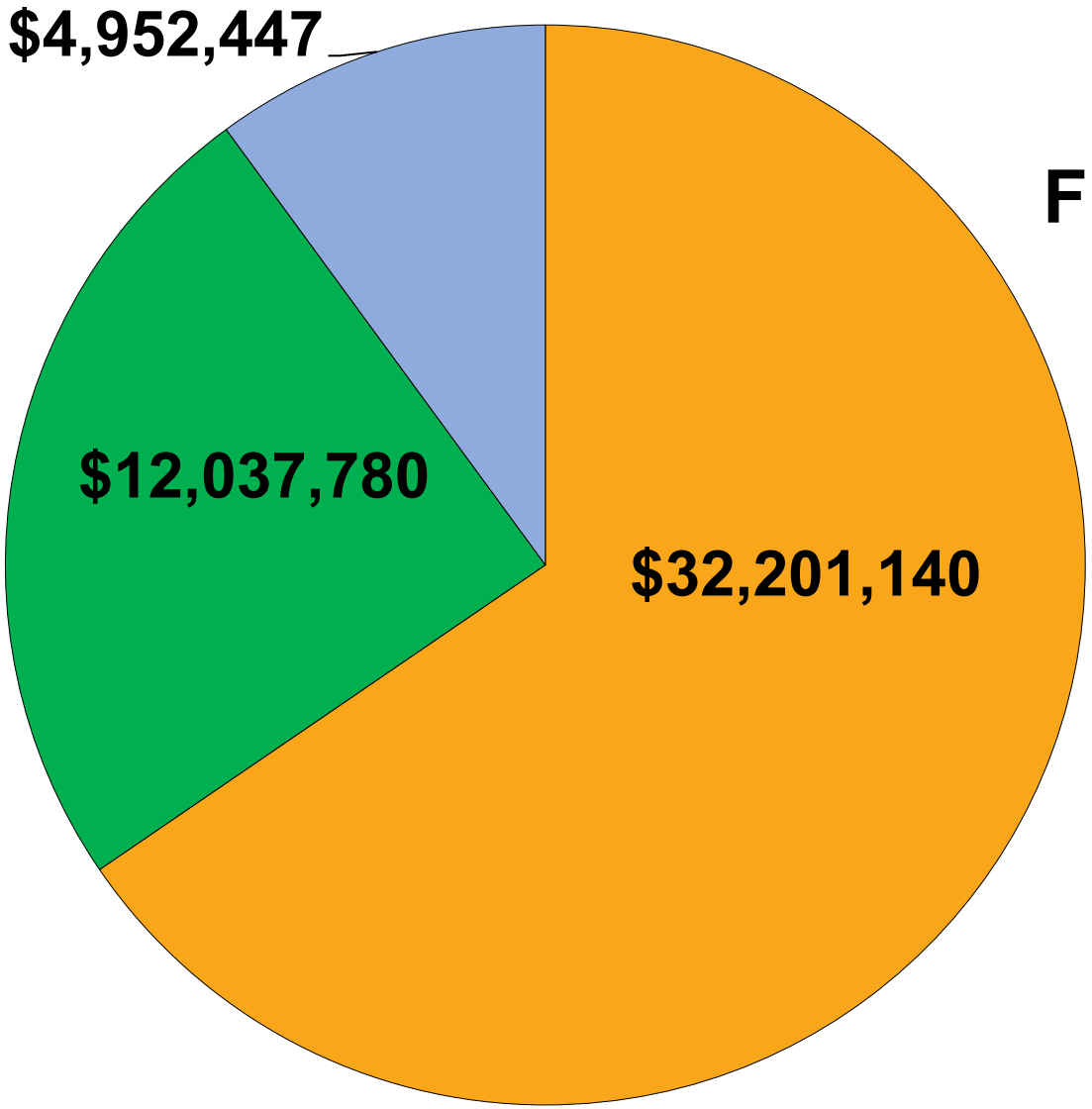


FY 2026-27 - $49M

- Streets & Sidewalks
- Facilities
- Parks & Recreation
- Traffic & Transportation

2902

LEVERAGING $ FOR MAXIMUM BENEFIT

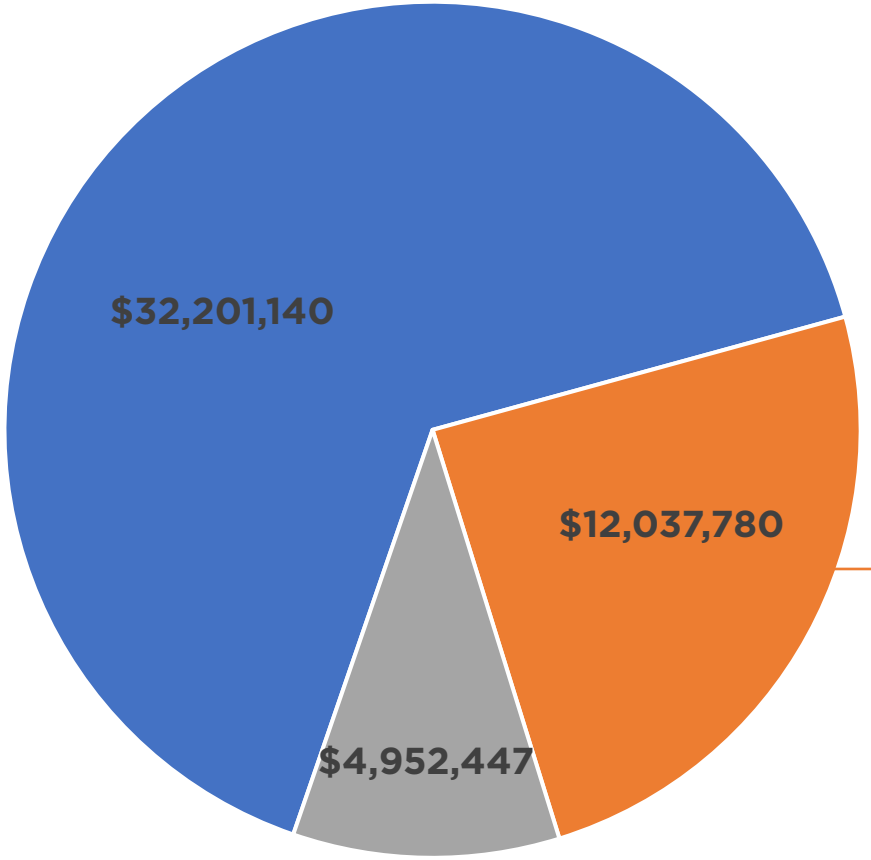


FY 2026-27
Funding Sources - $49,191,367

- Unrestricted Dollars - 65%
- Restricted Dollars - 24%
- Grant Dollars - 10%

2903

LEVERAGING $ FOR MAXIMUM BENEFIT



Funding Sources: $49,191,367

- Unrestricted Dollars - 65%
- Restricted Dollars - 24%
- Grant Dollars - 10%

Restricted Funds Include:

Measure R - $300,000
Measure M - $2,000,000
RMRA Street Fund - $2,500,000
Gas Tax - $800,000
Measure W - $1,000,000
Development Impact Fees - $1,971,780
Police Grants Fund - $700,000
Park Development Fees - $100,000
Parks Measure A – 716,000
Vehicle Equipment Repl. - $1,300,000

NEW PROPOSED PROJECTS

FY 2026-27 NEW Proposed Projects:	Fiscal Year 2026-27
2027 Annual Street and Sidewalk Improvement Project	$ 5,300,000
FY 2026-27 Annual Facilities Small Capital	$ 1,600,000
Beam Solar	$ 100,000
Buena Vista Branch Library Upgrades	$ 65,000
City Hall Emergency Generator	$ 100,000
City Yard Main Building Painting	$ 380,000
Firefighter PPE Contamination Control and Storage	$ 50,000
Police and Fire Headquarters Elevator Modernization	$ 750,000

NEW PROPOSED PROJECTS

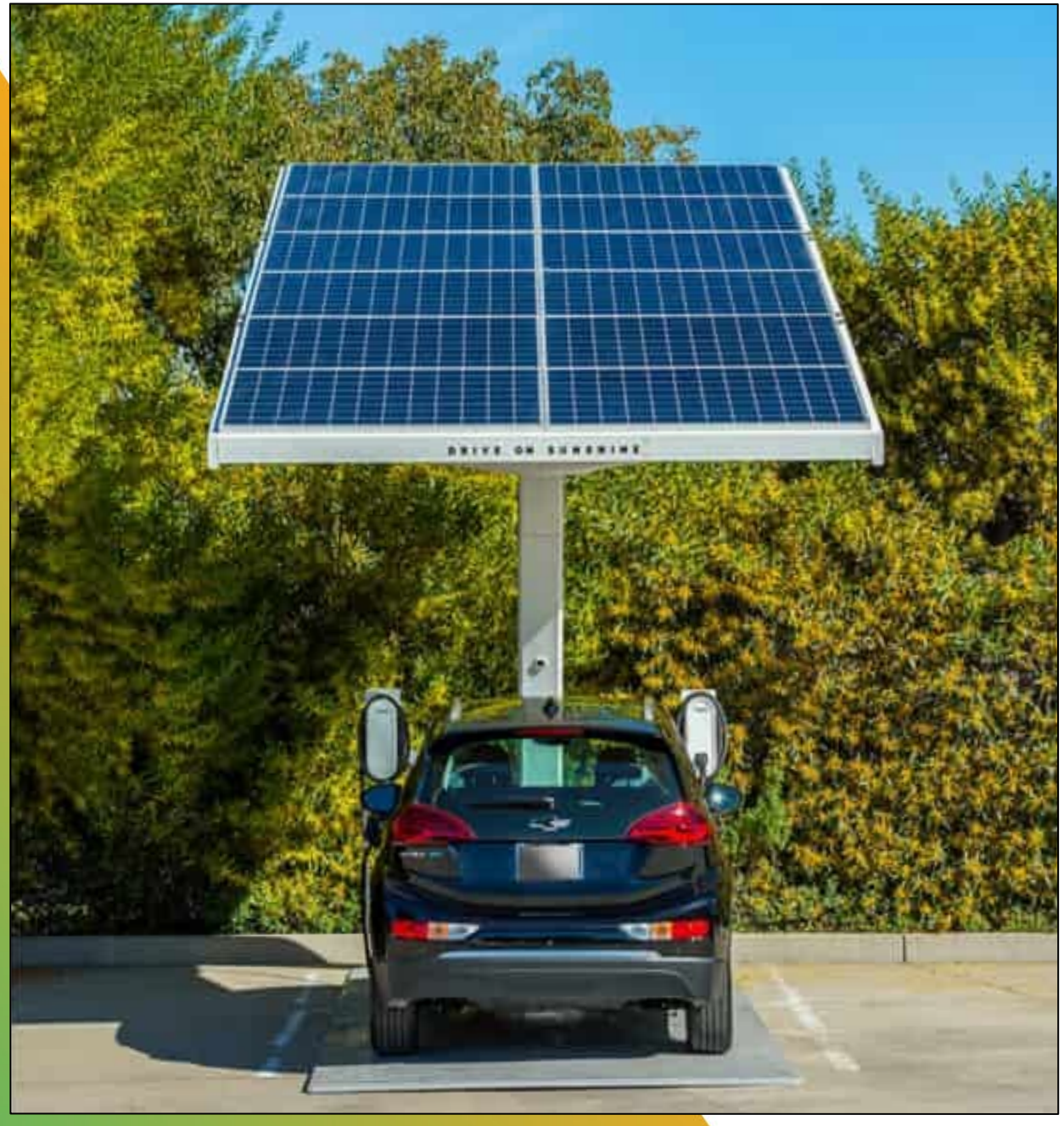
FY 2026-27 NEW Proposed Projects (Cont'd)	Fiscal Year 2026-27
Police and Fire Headquarters Exterior Painting	$ 220,000
Police and Fire Headquarters Emergency Generator Modernization	$ 100,000
Police Department Real-Time Intelligence Center	$ 700,000
Downtown Burbank Metrolink Station Rehabilitation	$ 300,000
Downtown Burbank Mobility Hub	$ 500,000
Earthwalk Park Playground Replacement	$ 716,000
Information Technology Server Room Conversion	$ 585,000
Total New Projects	**$ 11,466,000**

2027 Annual Street and Sidewalk Project

Amount: $5.3 Million



- Repave damaged streets, remove and reconstruct damaged curbs, gutters, sidewalks, driveways, and pedestrian ramps in targeted areas throughout the City



Beam Solar

Amount: $100,00

- Turnkey solar vehicle charging solution
- Self-contained and off electrical grid

Buena Vista Library Upgrades

Amount: $65,000



- New flooring
- Teen Space

City Hall Emergency Generator

Amount: $100,000



- End of service life
- Support New Emergency Operations Center
- Load Analysis

2910



City Yard Building Painting

Amount: $380,000

Firefighter PPE Contamination Control and Storage

Amount: $50,000



- Design dedicated turnout gear storage for firefighter personal protective equipment at Fire Stations 14 and 15



Police/Fire Headquarters Elevator Modernization

Amount: $750,000

2913

Police/Fire Headquarters Exterior Painting

Amount: $220,000





PD/Fire HQ Generator Modernization

Amount: $200,000

- End of service life
- Necessary to provide backup to support essential Police/Fire data systems
- Analyze loads to properly size generator

2915

PD Real-Time Intelligence Center

Amount: $700,000



- Enhanced situational awareness
- Improved resource allocation and response coordination
- Real time 911

Downtown Metrolink Station Rehabilitation

Amount: $300,000

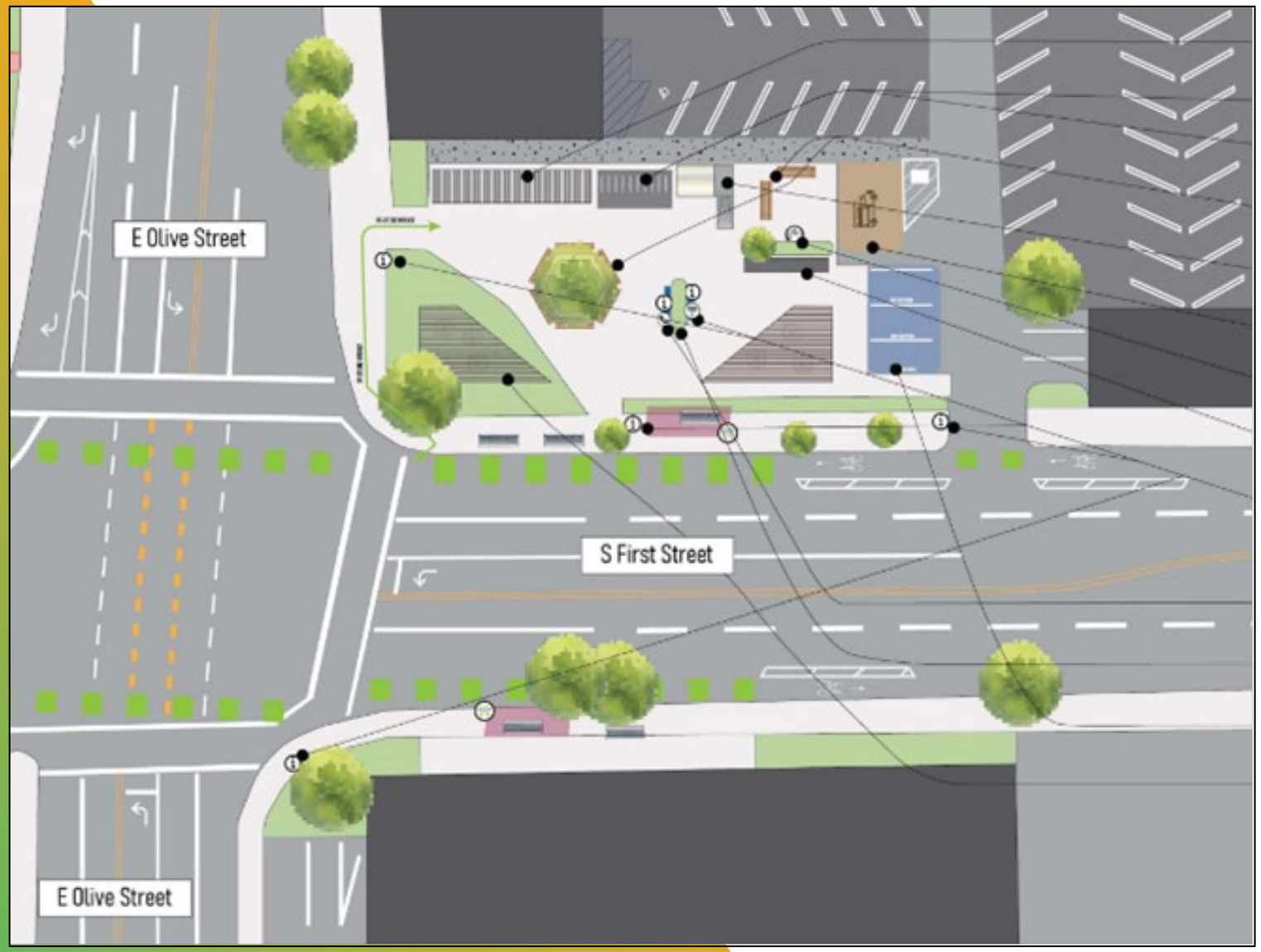


- Improvements to pavement, plumbing, façade, lighting and HVAC

2917

Downtown Mobility Hub

Amount: $500,000



- Construction of Mobility Hub at First Street and Olive Avenue to connect the various transit lines, pedestrian pathways, and bicycle lanes in Downtown and provide open space for residents, employees, and visitors.

2918

Earthwalk Park Playground Replacement

Amount: $716,000



- Replace equipment based on age condition, industry standards and compliance requirements

IT Server Room Conversion

Amount: $585,000



- Renovation of existing decommissioned Information Technology server room into functional workspace

ONGOING PROJECTS

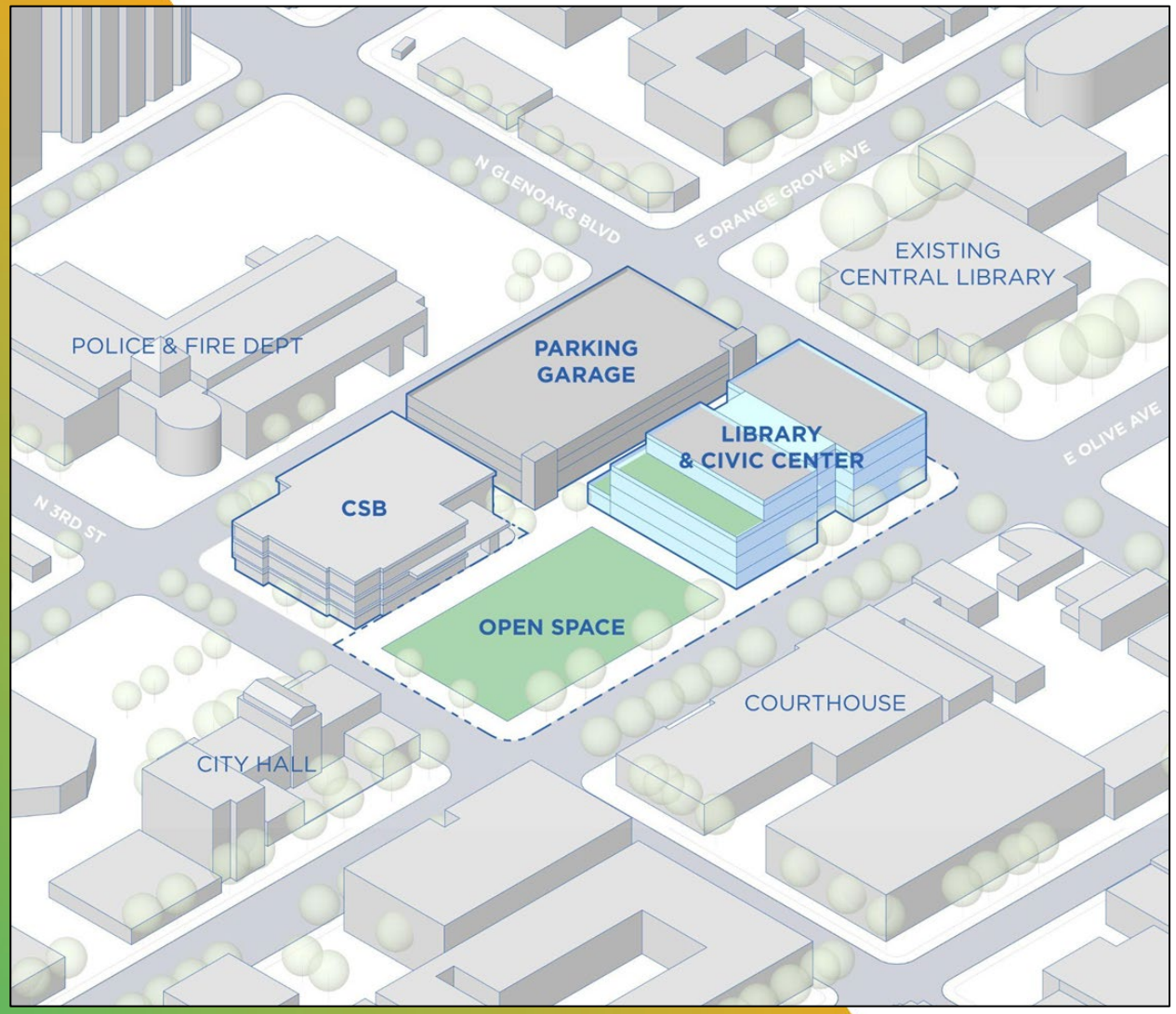
FY 2026-27 ONGOING Proposed Projects:	Fiscal Year 2026-27
New Burbank Central Library & Civic Center	$ 11,098,190
Community Services Building Fountain Repair	$ 500,000
Exhaust Systems Modernization	$ 285,000
Underground Fuel System Replacement at Facilities	$ 950,000
Fuel Systems Modernization	$ 200,000
Multi-Facilities Security Upgrades	$ 200,000
Roof Repair/Restoration	$ 250,000

ONGOING PROJECTS

FY 2026-27 ONGOING Proposed Projects (Cont'd):	Fiscal Year 2026-27
Vehicle Lift Equipment Modernization	$ 600,000
Olive Bridge Replacement	$ 897,000
McCambridge Park Stormwater Capture Multi-Benefit	$ 1,000,000
Chandler Bikeway Extension	$ 2,314,037
Olive/Verdugo Intersection Improvements	$ 2,000,000
Dick Clark Dog Park	$ 620,000
McCambridge Pool Replacement	$ 15,620,890
Olive Recreation Center and Theater Building Replacement	$ 1,190,250
Total Ongoing Projects	**$ 37,725,367**

New Burbank Library and Civic Center Project

Design Cost: $11,098,190
Complete in Spring 2029



Project Program:

- Library & Office Building
  - 97,500 sf
- Parking Structure
  - 310 stalls
- Open Space
  - 43,000 sf

Estimated Design-Build Contract: $155 million

Estimated Total Project Cost: $185-$190 million

2923



Fire Stations
Exhaust System Modernization
Amount: $285,000

- Replaces specialized ventilation equipment that collects and expels diesel fumes, carbon monoxide, particulates, and other harmful airborne products.



Community Service Building
Fountain Repair
Amount: $500,000

- Investigate options to change the fountain's design to allow it to run on recycled water.

Underground Fuel System Replacement

Amount: $950,000



- Underground fuel storage tanks at Fire Stations 12 and 16 were installed prior to 1990. Tanks at each station developed leaks and were removed.



Vehicle Lift Modernization
Amount: $600,000

- Replace 14 vehicle lifts
- Project will be completed in phases



Chandler Bikeway Extension
Amount: $2,314,037

- Extend Chandler Bikeway from eastern terminus at Chandler Bl and Mariposa St to the future San Fernando Bikeway along the Burbank Channel





- Reconfigure the six-legged intersection to improve vehicle operations, enhance safety for all users, and provide new community open space opportunities.

- This project will determine the best rehabilitation strategy and advance pre-planning, early design, environmental analyses, and community engagement towards replacing the bridge

Dick Clark Dog Park

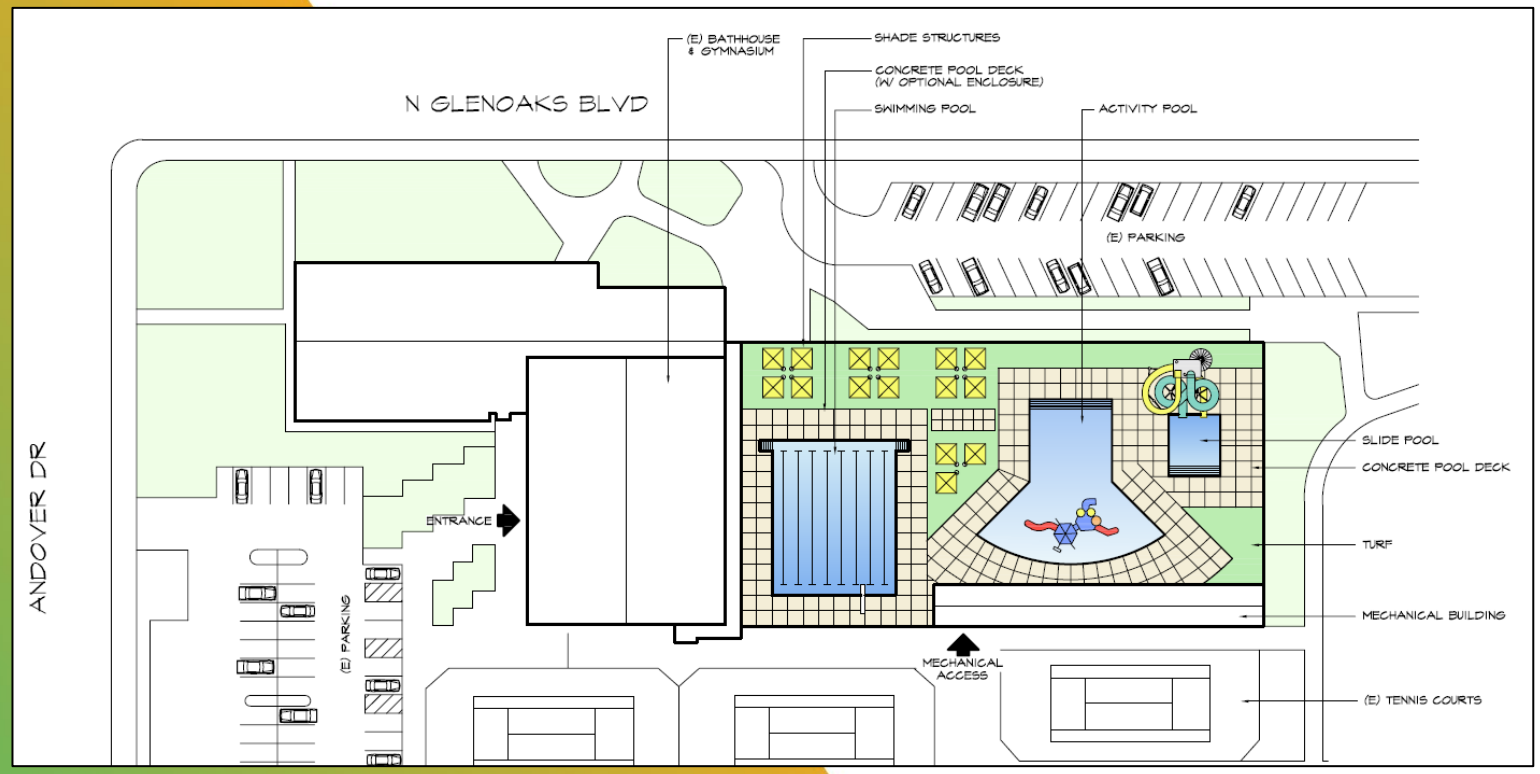
Amount: $620,000



- Approval from Los Angeles Department of Water and Power and Los Angeles County Health Department
- Remaining step is approval from Los Angeles Recreation and Parks

McCambridge Pool Replacement Project

Design/Construction: $10,520,890
Project Cost: $15,600,000



- In design development
- Modernization includes new lap pool, activity pool waterslides, interactive play features, upgraded pool deck, renovated locker room and enhanced staff spaces.

2929

Olive Recreation Center and Theater Building Replacement Project

Amount: $1,200,000



- Currently in design
- New state of the art recreation center, performing arts center, exterior park restrooms
- Future home of the City's award-winning adaptive sports program

Completed Projects! FY2025/2026

F104D Starfighter Jet Rehabilitation

Construction Cost: $150,000
Completed in August 2025

Before



After



2932

City Hall Fountain Restoration

Construction Cost: $1 million
Completed in August 2025



Providencia Sewer Improvement Phase II

Construction Cost: $11 million
Completed in February 2026





Starlight Bowl Roof Repairs

Construction Cost: $260,000

Completed in April 2026

Before



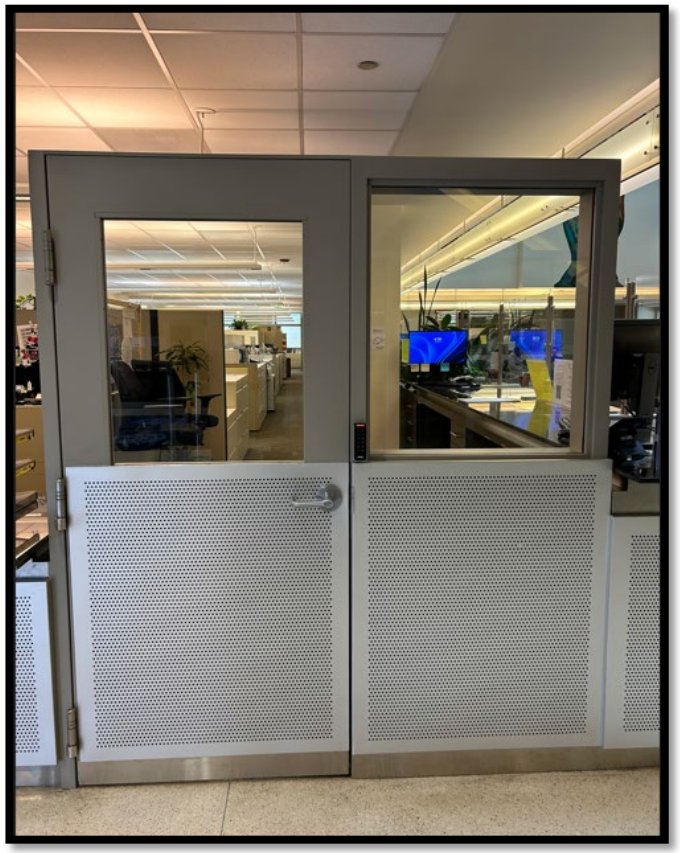
After



CSB Security Upgrades Project

Construction Cost: $540,000
Completed in April 2026





2936

Fire Station 11 Kitchen Modernization

Construction Cost: $620,000
Completed in: May 2026



- Renovated the interior of the 25-year-old kitchen and upgraded its plumbing, electrical, and mechanical systems to comply with current building codes.

FY2023/24 Annual Residential Pavement Rehabilitation

Construction Cost: $10 million

Completed in April 2026



- Repaved 16 miles of roadway with rubberized asphalt, new striping and pavement markings

FY2023/24 Annual Residential Pavement Rehab.









ADA Compliant Curb Ramps and Alley Approaches

- Paved 15 alleys
- Sidewalks – 11,000 sqft
- Driveways – 27,000 sqft
- Curb and gutter – 2,000 lf

Mary Alvord Recreation Center Backboard Replacement

Project Cost: $250,591
Completed: February 2026





Santa Anita Playlot Playground Replacement

Project Cost: $639,983
Completed: October 2025





Shade Structures at Izay Park Ballfields 1, 2, & 4

Project Cost: $418,600

Completed: December 2025



Schafer Ballfield Lighting Modernization

Project Cost: $434,719
Completed: December 2025



DeBell Golf Improvements

Project Cost: $625,500
Completed: February 2026





Izay Irrigation Replacement

Project Cost: $1,231,589
Completed: May 2026





THANK YOU

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