



September 2, 2016

REGULAR MEETING CANCELLATION NOTICE
AND
CALL AND NOTICE OF A SPECIAL MEETING
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

The Airport Authority administrative offices will be closed on Monday, September 5, 2016, in observance of Labor Day. Therefore, the regular meeting of the Burbank-Glendale-Pasadena Airport Authority scheduled for Monday, September 5, 2016, at 9:00 a.m. in the Airport Skyroom has been cancelled.

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held Tuesday, September 6, 2016, at 9:00 a.m. in the Airport Skyroom of the Bob Hope Airport, 2627 Hollywood Way, Burbank, California, 91505.

The items to be discussed are listed on the attached agenda.

Sue Loyd, Board Secretary
Burbank-Glendale-Pasadena Airport Authority



SPECIAL COMMISSION MEETING

AGENDA

SEPTEMBER 6, 2016

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Special Meeting of Tuesday, September 6, 2016
9:00 A.M.

NOTE TO THE PUBLIC: Prior to consideration of business items, the Authority invites comment on airport-related matters during the Public Comment period. Members of the public are requested to observe the following decorum when attending or participating in meetings of the Commission:

- Turn off cellular telephones and pagers.
- Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.
- If you desire to address the Commission during the Public Comment period, fill out a speaker request card and present it to the Commission's secretary.
- Limit public comments to five minutes, or such other period of time as may be specified by the presiding officer, and confine remarks to matters that are on the Commission's agenda for consideration or are otherwise within the subject matter jurisdiction of the Commission.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 Hollywood Way, Burbank) in the administrative office during normal business hours.

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In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
 - a. Committee Reports (For Noting and Filing)
 - 1) Operations and Development Committee
 - (i) July 7, 2016

[See page 1]

- (ii) July 11, 2016 **[See page 3]**
 - 2) Finance and Administration Committee
 - (i) July 11, 2016 **[See page 5]**
 - 3) Legal, Government and Environmental Affairs Committee
 - (i) June 11, 2016 **[See page 8]**
 - b. Commission Minutes (For Approval)
 - 1) August 15, 2016 **[See page 12]**
 - c. May 2016 Treasurer's Report **[See page 23]**
 - d. Auditor Required Communications for the FY 2016 Financial Audits **[See page 47]**
 - e. Sixth Amendment to Lease and Concession Agreement MCS Burbank LLC **[See page 59]**
6. ITEMS FOR COMMISSION APPROVAL
- a. Airport Access and Facilities Use Agreement Class VIII Operators (Transportation Network Companies) **[See page 65]**
 - b. Airport Branding Presentation – Potential Logo Designs **[No Staff Report]**
7. ITEMS FOR COMMISSION DISCUSSION
- a. Summer Daze Plus Program **[No Staff Report]**
8. ITEMS FOR COMMISSION INFORMATION
- a. Airline Schedule Analysis **[See page 67]**
9. CLOSED SESSION
- a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b))
 - Title: Executive Director
10. ADJOURNMENT

COMMISSION NEWSLETTER

September 6, 2016

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

- a. **COMMITTEE REPORTS:** Approved minutes of the following committee meetings are included in the agenda packet for information purposes: July 7, 2016, and July 11, 2016, Operations and Development Committee; July 11, 2016, Finance and Administration Committee; and July 11, 2016, Legal, Government and Environmental Affairs Committee.
- b. **COMMISSION MINUTES – AUGUST 15, 2016:** The draft minutes of this meeting are attached for Commission review and approval.
- c. **MAY 2016 TREASURER’S REPORT:** Included in the agenda packet is the Treasurer’s Report for May 2016. At the August 15, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3–0) to recommend that the Commission note and file the report.
- d. **AUDITOR REQUIRED COMMUNICATIONS FOR THE FY 2016 FINANCIAL AUDITS:** In accordance with applicable professional standards, the Authority’s auditor, Macias Gini & O’Connell LLP, has provided the attached letter to the Commission outlining its audit responsibilities, and planned scope and timing of the FY 2016 financial audits. Also attached is a copy of the annual engagement letter, which substantially conforms to the professional services agreement between the Authority and MGO for audit services. At the August 15, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3–0) to recommend to the Commission that it note and file these communications.
- e. **SIXTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT, MCS BURBANK LLC:** At the August 15, 2016, meeting of the Finance and Administration Committee, the Committee voted 2–0 (one abstention) to recommend to the Commission that it approve a proposed Sixth Amendment to the Lease and Concession Agreement with the Airport’s food and beverage concessionaire, MCS Burbank LLC. The Sixth Amendment will provide MCS with 95 square feet of additional space at its existing Peet’s Coffee location in Terminal B to provide additional seating for its customers. The proposed Amendment will generate an additional \$8,539 annually through an increase to the minimum annual guarantee and space rent combined. The new total rent for MCS will be \$1,400,695 annually.

6. ITEMS FOR COMMISSION APPROVAL

- a. **AIRPORT ACCESS AND FACILITIES USE AGREEMENT, CLASS VIII OPERATORS (TRANSPORTATION NETWORK COMPANIES):** At the November 2, 2015, meeting of the Airport Authority, the Commission approved the Interim Airport Access and Facilities Use Agreement, Class VIII Operators, for transportation network companies as well as authorization for the Executive Director to execute or terminate Interim Agreements with TNCs on the Authority's behalf. At the August 15, 2016, meeting of the Legal, Government and Environmental Affairs Committee, the Committee voted unanimously (3-0) to recommend to the Commission that it approve a revised draft form of Airport Access and Facilities Use Agreement Class VIII Operators, a redline copy of which is included in the Commission agenda packet, and authorize the Executive Director to execute same.
- b. **AIRPORT BRANDING PRESENTATION – POTENTIAL LOGO DESIGNS:** No staff report is attached. Based on the recommendation of the Operations and Development Committee, Staff and representatives from Anyone Collective will present and discuss potential logo designs with the Commission.

7. ITEMS FOR COMMISSION DISCUSSION

- a. **SUMMER DAZE PLUS PROGRAM:** On July 14, 2016, 62 campers and eight counselors from Burbank's Summer Daze Plus program visited the Hollywood Burbank Airport to learn about various career opportunities in the field of aviation. The campers, whose ages ranged from 11 to 15, heard presentations from employees of the TSA, Southwest Airlines, Alaska Airlines, Standard Parking, the Burbank and Glendale Police Departments, and fixed-base operator Million Air as well as staff from the Airport's Public Relations, Operations, Police, and Fire Departments.

8. ITEMS FOR COMMISSION INFORMATION

- a. **AIRLINE SCHEDULE ANALYSIS:** A staff report is attached. Included in the agenda packet for noting and filing are schedule analyses reflecting changes in service, fleet mix and scheduled operating times for two airlines serving Hollywood Burbank Airport. After incorporating these changes the noise impact area is projected to decrease by 0.51 acres.

Approved August 15, 2016

**MINUTES OF THE SPECIAL MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

THURSDAY, JULY 7, 2016

A special meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 9:00 a.m., by Chairman Brown.

ROLL CALL

Present: Commissioners Brown, Selvidge and Sinanyan

Absent: None

Also Present: Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Bob Anderson, Director, Engineering and Planning; Karen Sepulveda, Assistant Airport Engineer; Mike Duong, Senior Manager, Business and Compliance; and Derrick Cheng, Government and Environmental Affairs and Public Relations Departments Administrative Assistant

1. Approval of Agenda The agenda was approved as presented.

2. Public Comment There were no public speakers.

3. Contracts and Leases

a. Award of Contract/ Authorizations/ Approvals, Project Number E15-01, Runway 8/26 Rehabilitation Project (Phase 2A) Staff presented a proposed contract for the rehabilitation of the east-west runway, Runway 8/26, noting that the design for this project has already been completed; Phase 2A of this project consists of the construction phase only.

Staff provided background regarding the competitive bid process and stated that bids were publicly opened on May 26, 2016, with four contractors submitting bids ranging from \$8,098,985 to \$9,731,712.40. The low bidder was PALP, Inc., dba Excel Paving Company ("Excel Paving") with a bid of \$8,098,985.

The Authority's staff DBE Liaison evaluated each bid as it pertained to DBE participation and mandatory pre-bid conference attendance and confirmed that each bidder who did not achieve the Authority's DBE participation goal of 14% provided evidence of "good faith" efforts as defined by 49 CFR

Part 26.53. The DBE Liaison concluded that all of the bidders engaged in good faith efforts to secure DBE participation.

Separate evaluations were conducted by Staff to determine responsiveness to the bid documents and whether there were any bid deviations. Staff determined that all bids were responsive and that each bidder bid the entirety of the project scope.

On June 15, 2016, Staff received a bid protest from the second low bidder, C. A. Rasmussen contending that Excel Paving's bid was non-responsive for failing to reach the DBE goal and failing to perform a good faith effort to do so. Following the Executive Director's evaluation of the protest, Excel's written response to the bid protest, and a memorandum from the DBE Liaison describing the basis for the finding that Excel had satisfied the good faith efforts requirement, the Executive Director rejected the bid protest.

Staff and the DBE Liaison answered various questions from the Committee regarding this project, and, Staff noted this is the first federally funded project subsequent to the Commission's adoption and implementation of the FAA-approved DBE program in April 2016.

Following the presentation, Staff recommended that the Committee recommend to the Commission that it: (i) award a construction contract in the amount of \$8,8098, 985 to Excel Paving for the construction of Phase 2A of the Runway 8/26 rehabilitation project; (ii) authorize the issuance of a work order to the existing professional services agreement with RS&H for a lump-sum amount of \$875,782 for designer of record construction administration services, on-site technical services, inspection and materials testing; (iii) approve the development of TBI Force Account, including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$550,000; and (iv) authorize the establishment of a project aggregate contingency of \$600,000

Motion

Commissioner Sinanyan moved approval of Staff's recommendation, seconded by Commissioner Selvidge.

Motion Approved

The motion was approved unanimously (3-0).

4. Other Contracts and Capital Projects

This item was not discussed.

5. Adjournment

There being no further business, the meeting adjourned at 9:27 a.m.

Approved August 15, 2016

**MINUTES OF THE SPECIAL MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JULY 11, 2016

A special meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 8:32 a.m., by Chairman Brown.

ROLL CALL

Present: Commissioners Brown, Selvidge and Sinanyan
(arrived 8:32 a.m.).

Absent: None

Also Present: Staff: Dan Feger, Executive Director; Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; David Freedman, Director, Business Development and Administrative Services; Rachel Warecki, Public Relations and Social Media Specialist; Derrick Cheng, Administrative Assistant, Public Relations Department and Government and Environmental Affairs

Anyone Collective: Michael Fiore, Co-CEO and Chief Creative Director, and Stephen Chavez, Co-CEO and Executive Creative Director

- 1. Approval of Agenda** Commissioner Selvidge moved approval of the agenda. The agenda was approved 2-0 (one absent).
- 2. Public Comment** There were no public speakers.
- 3. Approval of Minutes**
 - a. June 6, 2016** Commissioner Selvidge moved approval of the minutes of the June 6 and June 13, 2016, meeting.
 - b. June 13, 2016** There being no objection, the minutes were approved 2-0 (one absent).

4. Items for Discussion

a. Airport Branding Presentation – Logos

Anyone Collective representatives Michael Fiore and Stephen Chavez returned to present to the Committee two additional potential Airport logos for Hollywood Burbank Airport. An initial presentation was made to the Committee at its special meeting on June 13, 2016.

Staff distributed to the Committee a printout of the PowerPoint presentation, which included five concepts: two new logos (Concepts 1 and 3), one updated logo (Concept 5) and two of the previously presented logos (Concepts 2 and 4). Anyone Collective reiterated the creative process and the steps involved in developing a logo for the Airport: (1) establishing an overall objective for the identity; (2) synthesizing defined elements related to the Airport, its business and geographic location; (3) ensuring the end result is aesthetically pleasing, balanced and evocative; (4) creating a unique graphic that differentiates from the Airport competitors; (5) ensuring the graphic will work across platforms; (6) ensuring modularity to allow for evolving design styles and (7) ensuring the graphic is relevant for present and future use and is timeless in nature.

As in the June 13 presentation, the two new logos were illustrated using various applications and graphics, such as on the front of the terminal building, on a billboard, signage, applied as a overlay graphic or as a banner graphic.

After viewing the presentation and receiving input from the Committee, Staff and the Committee agreed to have Anyone Collective return to the Committee to present additional revisions to concepts Concepts 4 and 5 and any new potential logos.

5. Other Contracts and Capital Projects

There were no other contracts and leases to be discussed.

6. Adjournment

There being no further business, the meeting was adjourned at 9:10 a.m.

Approved August 15, 2016

**MINUTES OF THE SPECIAL MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JULY 11, 2016

A special meeting of the Finance and Administration Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 11:40 a.m., by Commissioner Tornek.

AB 23 Disclosure: The Senior Deputy Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Tornek, Friedman, and Adams.

Absent: None

Also Present: Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration

1. Approval of Agenda The agenda was approved as presented.

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. June 20, 2016 Draft minutes for the June 20, 2016, Finance and Administration Committee meeting were presented for approval.

Motion Commissioner Friedman moved approval of the minutes, seconded by Commissioner Adams.

Motion Approved There being no objection, the minutes were unanimously approved (3–0).

4. Contracts and Leases

a. Short Term Parking Space Reservation Agreement CenterStaging LLC Staff presented to the Committee a proposed Short Term Parking Space Reservation Agreement with CenterStaging, LLC ("Center Staging") for 109 spaces in Parking Lot B located off Winona Avenue. CenterStaging has requested to use parking spaces

on a daily basis for the parking of motor vehicles only. Payment for these spaces will be in arrears rather than in advance, and will be subject to the City of Burbank's transient parking tax which would be remitted by the Authority. This agreement would be temporary as Center Staging is currently in the process of building an underground parking facility.

At a daily rate of \$1.59/per stall/per day, the proposed agreement would generate a monthly aggregate of approximately \$5,199.20, with total expected gross revenue of \$62,390.40 annually.

Staff recommended that the Committee recommend to the Commission that it approve the Agreement with Center Staging as described above and authorize the Authority President to execute same.

Motion

Commissioner Friedman moved approval of Staff's recommendation, seconded by Commissioner Adams.

Motion Approved

The motion was approved unanimously (3-0).

b. Second Amendment to Non-Exclusive Agreement for Van Nuys Skyways, Inc. dba Million Air Burbank

Staff presented a proposed Second Amendment to the Non-Exclusive License Agreement ("Non-Exclusive Agreement") with Van Nuys Skyways, Inc., dba Million Air Burbank, which permits into-plane fueling and ramp services at the Airport.

In July 2003 Million Air entered into a Lease Agreement to lease Building 36 and associated ramp areas. This Lease Agreement also provided Million Air with exclusive rights to fuel the Clybourn Complex studio hangars and provide ramp services to those hangars.

Through a separate Non-Exclusive Lease and Concession Agreement ("Lease Agreement"), also executed in July 2003, the Authority provided Million Air the non-exclusive right to provide fuel and ramp services at other areas of the Airport. A fifth amendment to this Lease Agreement extended the term to July 31, 2016.

The proposed second amendment will extend the term of the Non-Exclusive Agreement from August 1, 2016 to July 31, 2026, which would be

concurrent with the term of Million Air's Non-Exclusive Lease and Concession Agreement.

Staff indicated the proposed Amendment would be revenue-neutral to the Authority's operating budget and that the Agreement would allow the Airport the opportunity to ensure that Million Air Burbank is following all the various regulations, standards and compliances for fueling operations at the Airport.

Motion

Commissioner Friedman moved approval of Staff's recommendation, seconded by Commissioner Adams.

Motion Approved

The motion was approved unanimously (3-0).

5. Items for Information

a. Committee Pending Items

- 1) Future
- 2) Replacement Passenger Terminal Financial Alternatives Consultant
- 3) Vacant Aviation Hangars and Market Conditions

6. Other Contracts and Leases

There were no other contracts and leases to be discussed.

7. Adjournment

There being no further business, the meeting was adjourned at 11:50 a.m.

Approved August 15, 2016

**MINUTES OF THE SPECIAL MEETING OF THE
LEGAL, GOVERNMENTAL AND ENVIRONMENTAL AFFAIRS COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JULY 11, 2016

A special meeting of the Legal, Governmental and Environmental Affairs Committee was called to order on this date in the Airport Skyroom of the Authority, 2627 Hollywood Way, Burbank, California, at 11:22 a.m., by Chairman Wiggins.

AB 23 Disclosure: The Board Secretary announced that, as a result of the convening of this meeting of the Legal, Governmental and Environmental Affairs Committee, each Committee member is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Wiggins and Quintero

Absent: Commissioner Madison

Also Present: Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director (arrived at 11:58 a.m.; Lucy Burghdorf, Director of Public Affairs and Communications; David Freedman, Director, Business Development and Administrative Services; Nerissa Sugars, Marketing and Business Development Specialist; and Rachael Warecki, Public Relations and Social Media Specialist

Assistant Authority Counsel: Terrence R. Boga of Richards, Watson & Gershon

Airport Authority Consultant: Gail M. Goldman of Gail M. Goldman Associates, LLC

1. Approval of Agenda The agenda was approved as presented.

2. Public Comment There were no public speakers.

3. Approval of Minutes
a. June 20, 2016 Draft minutes for the June 20, 2016, Legal, Governmental and Environmental Affairs Committee meetings were presented for approval.

Motion Commissioner Quintero moved approval of the minutes, seconded by Commissioner Wiggins.

Motion Approved

The minutes were approved (2-0; one absent).

4. Contracts and Leases

a. RITC Art Panels Project

Staff presented to the Committee proposed recommendations from the Authority's art consultant, Gail M. Goldman, LLC, to satisfy the City of Burbank Art in Public Places requirement for the Regional Intermodal Transportation Center ("RITC") at the Airport.

The recommendations include specific physical materials and resources needed for the production and installation of six art panels on existing tube steel structures on the Hollywood Way side of the RITC and the commission of one artist who will design the images that appear on each panel.

One of the City of Burbank's ("City") conditions of approval for the RITC is that the entire project is subject to the requirements of the Art in Public Places program with a minimum investment calculated by the City of Burbank of \$377,198.

The Authority has spent approximately \$180,000 on the components that make up the six steel structures on which the panels will be placed, at approximately \$30,000 per panel. The City has yet to agree if it is going to credit the cost of those structures as part of the Art in Public Places program.

The Authority had previously committed to providing each of the cities of Burbank, Glendale and Pasadena with a \$50,000 stipend for the completion of one art column each that would reflect the respective cities for a total of \$150,000 for the three columns. The art consultant, however, recommended that one artist design all of the images with input from the three cities, with a consolidation of the funds.

Ms. Goldman has estimated the cost of providing art on the six columns to be approximately \$315,000 in total. Subject to the City's agreeing that the requirement can be met, in part, by the contribution of the structures and the balance by the applied art of \$180,000, in total, this would equal \$495,000.

Staff suggested that presentations be made to each of the three city councils to ensure there is an understanding and concurrence that each city will not receive a stipend to provide art for its respective column and that all funds will be combined.

Staff also suggested that a presentation be made to each city's Art Commission so that there is a collaborative effort and one thematic type of artwork on the columns.

Motion

Commissioner Quintero moved that the Committee recommend to the Commission that it concur with the recommendations made by the Authority's art consultant regarding the selection of art Media/materials, the number of art columns to be covered, and the go-ahead to begin a selection process for an artist. The motion was seconded by Commissioner Wiggins.

Motion Approved

The motion was approved (2-0; one absent).

b. IMG College, LLC, Marketing Agreement

Staff presented to the Committee a proposed one-year marketing agreement with IMG College, LLC ("IMG") which would allow the Authority to maintain an advertising presence at the Rose Bowl Stadium while the Airport's marketing plan is being further developed. IMG is the marketing representative for both the Rose Bowl Operating Company and UCLA.

In June 2013, the Commission entered into a three-year agreement with IMG which included signage and production costs at a cost of \$300,000 annually, which expired June 30, 2016.

The proposed agreement is for approximately \$65,000, which includes production expenses associated with the preparation and installation of signs at the Rose Bowl Stadium and an additional \$5,000 for design and printing of a Hollywood Burbank Airport specific promotion piece for distribution at the Stadium. This promotion piece would be in the form of a postcard or placard to be distributed by Stadium staff to vehicles parked at the Stadium during one of the athletic events, which constitutes approximately 32,000 vehicles.

Staff advised the Airport will continue its designations "Proud Sponsor of UCLA Athletics" and "Official Airport of the Rose Bowl Stadium." The

agreement also includes three (3) fixed, year-round Stadium signs, exposure on ten (10) field-level LED signs during UCLA football games, a permanent presence on the Rose Bowl Stadium website, including print publications; one social media promotion; and one pre-recorded, 30-second radio spot to promote the Airport that will be aired in all UCLA football games on AM-570.

Staff recommended that the Committee recommend to the Commission that it approve the proposed one-year marketing agreement with IMG, authorize Staff to issue a purchase order for an amount not to exceed \$65,000 and provide up to an additional \$5,000 for promotional material to be distributed at the Stadium, and authorize the Authority President to execute the agreement.

Motion

Commissioner Wiggins moved approval of Staff's recommendation, seconded by Commissioner Quintero.

Motion Approved

The motion was approved (2-0; one absent).

5. Closed Session

The meeting did not recess to closed session.

6. Adjournment

There being no further business, the meeting was adjourned at 12:15 p.m.

Subject to Approval

**MINUTES OF THE REGULAR MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, AUGUST 15, 2016

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 Hollywood Way, Burbank, California, at 9:00 a.m., by President Wiggins.

- 1. PLEDGE OF ALLEGIANCE** Police Chief Skvarna led the assembly in the recitation of the Pledge of Allegiance to the Flag.

- 2. ROLL CALL**
Present: Commissioners Brown, Adams, Friedman, Sinanyan, Wiggins, Quintero, Madison (arrived at 9:07 a.m.), Tornek and Selvidge

Absent: None

Also Present: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Mark Hardymont, Director, Government and Environmental Affairs; David Freedman, Director, Business, Property and Administrative Services; Rod Mercado, Director, Human Resources; Mike Duong, Senior Manager, Business and Compliance; Nerissa Sugars, Marketing and Business Development Specialist; Karen Sepulveda, Assistant Airport Engineer; Mary Tromp, Manager, Parking; Rachael Warecki, Public Relations and Social Media Specialist; and Derrick Cheng, Administrative Assistant, Government and Environmental Affairs and Public Relations Departments

 Airport Authority Assistant Counsel: Terence R. Boga of Richards, Watson & Gershon

- 3. APPROVAL OF AGENDA** Commissioner Brown moved approval of the agenda, seconded by Commissioner Quintero. There being no objection, the agenda was approved 8-0 (one absent).

- 4. PUBLIC COMMENT** There were no public speakers.

- 5. CONSENT CALENDAR**

a. Committee Reports
(For Noting and Filing)

1) Operations and Development Committee

Approved minutes of the following meetings were included in the agenda packet for information purposes: June 6, 2016, and June 13, 2016, Operations and Development Committee; June 20, 2016, Finance and Administration Committee; and June 20, 2016, Legal, Government and Environmental Affairs Committee.

(i) June 6, 2016

(ii) June 13, 2016

2) Finance and Administration Committee

(i) June 20, 2016

3) Legal, Government and Environmental Affairs Committee

(i) June 20, 2016

b. Commission Minutes (For Approval)

1) July 7, 2016

Draft minutes of the following Commission meetings were included in the agenda packet for review and approval: July 7, 2016; July 11, 2016; July 18, 2016; and August 1, 2016.

2) July 11, 2016

3) July 18, 2016

4) August 1, 2016

c. Short Term Parking Space Reservation Agreement, CenterStaging, LLC

A proposed Short Term Parking Space Reservation Agreement with CenterStaging, LLC ("Center Staging") for 109 spaces in Parking Lot B, located off Winona Avenue, was included in the Consent Calendar. CenterStaging has requested to use parking spaces on a daily basis for the parking of motor vehicles only. Payment for these spaces will be in arrears rather than in advance, and will be subject to the City of Burbank's transient parking tax, to be remitted by the Authority. The agreement will be temporary as Center Staging is currently in the process of building an underground parking facility.

At a daily rate of \$1.59 per stall per day, the proposed agreement will generate a monthly aggregate of approximately \$5,199.20, with total expected gross revenue of \$62,390.40 annually.

At the July 11, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3–0) to recommend to the Commission that it approve the Agreement with Center Staging as described above and authorize the Authority President to execute same.

d. Second Amendment to Non-Exclusive License Agreement for Van Nuys Skyways, Inc., dba Million Air Burbank

Included in the agenda packet was a proposed Second Amendment to the Non-Exclusive License Agreement (“Non-Exclusive Agreement”) with Van Nuys Skyways, Inc., dba Million Air Burbank, which permits into-plane fueling and ramp services at the Airport.

In July 2003 Million Air entered into a Lease Agreement to lease Building 36 and associated ramp areas. This Lease Agreement also provided Million Air with exclusive rights to fuel the Clybourn Complex studio hangars and provide ramp services to those hangars.

Through a separate Non-Exclusive Lease and Concession Agreement (“Lease Agreement”), also executed in July 2003, the Authority provided Million Air the non-exclusive right to provide fuel and ramp services at other areas of the Airport. A fifth amendment to this Lease Agreement extended the term to July 31, 2016.

The proposed second amendment will extend the term of the Non-Exclusive Agreement from August 1, 2016 to July 31, 2026, concurrent with the term of Million Air’s Non-Exclusive Lease and Concession Agreement.

The proposed Amendment would be revenue-neutral to the Authority’s operating budget and the Agreement would allow the Airport the opportunity to ensure that Million Air Burbank is following all the various regulations, standards and compliances for fueling operations at the Airport.

At the July 11, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend to the Commission that it approve the Second Amendment to the Non-Exclusive License Agreement. Included in the agenda packet was a proposed Second Amendment to the Non-Exclusive License Agreement with Van Nuys Skyways, Inc., dba Million Air Burbank, which will extend the term of the Non-Exclusive Agreement from August 1, 2016, to July 31, 2026, concurrent with the term of Million Air’s Non-Exclusive Lease and Concession Agreement.

e. Revised Replacement Terminal Project Labor Agreement

At its June 20, 2016, meeting the Commission approved a Project Labor Agreement ("PLA") with the Los Angeles/ Orange Counties Buildings and Construction Trades Council ("Trades Council") for the replacement terminal project. The Trades Council subsequently submitted the PLA to its constituent craft councils and local unions for execution. During that process, Operating Engineers (Local 12) objected to Section 2.4.7, page 4, of the PLA, which lists one of the items that is excluded from the scope of the agreement.

Section 2.4.7 originally excluded the following: "Maintenance of leased equipment and on-site supervision of such work." Operating Engineers (Local 12) stated the reason for the objection was that non-signatories should not be permitted to perform on-airport maintenance of leased equipment, and it has requested that this provision be rewritten to read as follows: "All off-site maintenance of leased equipment and on-site supervision of such maintenance work." A revised PLA has been prepared to incorporate this new language, to reflect the new approval date and the change in the presidency of the Commission, and to clarify the Craft Request Form in Attachment C of the agreement. A redline copy of the revised PLA reflecting the requested changes was included in the Commission agenda packet.

Staff recommended that the Commission approve the revised PLA with the Trades Council and authorize the Authority President to execute the agreement on behalf of the Authority following execution by the Trades Council and its craft councils and local unions.

MOTION

Commissioner Quintero moved approval of the Consent Calendar, seconded by Commissioner Brown.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Wiggins, Quintero, Tornek and Selvidge

NOES: None

ABSENT: Commissioner Madison

6. ITEMS FOR COMMISSION APPROVAL

a. Executive Director Appointment

Staff reported that Frank R. Miller was presented to the Commission for his appointment as Executive Director of the Hollywood Burbank Airport effective September 6, 2016.

Staff stated that earlier this year the Commission and the current Executive Director jointly determined that it is in the Authority's best interests for the current Executive Director to focus exclusively on the success of the replacement terminal project until his anticipated retirement in May 2018. To that end, Staff reported the Commission took two actions at its April 18, 2016, meeting: (1) retained ADK Consulting, Inc. to identify a candidate to serve as the new Executive Director of the Hollywood Burbank Airport; and (2) approved an amendment to the Authority's agreement with TBI Airport Management, the Authority's management firm, to provide for the transition of the current Executive Director to the position of Director, Development Services, at such time as the Commission appoints a successor Executive Director.

Staff reported that ADK, working in conjunction with TBI, identified a pool of candidates for the Commission's consideration and that the Executive Director search attracted many well-respected names in the aviation industry. Following the completion of interviews, Staff stated TBI extended an offer to Frank R. Miller, who has accepted the offer.

Staff provided background information regarding Mr. Miller and stated he possesses a wealth of industry experience and has served for the past six years as Aviation Director at the San Antonio International Airport.

Following Staff's remarks, President Wiggins called for a motion to approve Mr. Miller as the new Executive Director.

MOTION

Commissioner Quintero moved the approval of Frank R. Miller as Executive Director of the Hollywood Burbank Airport. Commissioner Tornek seconded the motion.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Wiggins, Quintero, Madison, Tornek and Selvidge
NOES: None
ABSENT: None

The Commission thanked the current Executive Director for his expertise over many years and for his knowledge of the Airport and its operations.

b. RITC Art Panels Project

Staff reviewed the background of the RITC Art Panels project with the Commission and stated that one of the City of Burbank's Conditions of Approval for the RITC is that the entire project is subject to the requirements of the City's Art

in Public Places ("APP") program, with a minimum investment calculated by the City of Burbank ("City") at \$377,198. The initial plan called for the installation of art on five of the art columns facing Hollywood Way. The estimated cost for the installation of art on the five panels was \$227,198 and the cost already incurred by the Authority to construct the five steel art column structures was \$30,000 each, or a total of \$150,000. Staff noted the City has yet to agree to apply the cost of these structures towards the \$377,198 APP commitment.

At the September 21, 2015, Commission meeting, the Commission awarded a professional services agreement in the amount of \$22,500 to Gail M. Goldman Associates, LLC, for art consultant services based on the \$227,198 initial estimated cost for the installation of art on five panels.

At the July 11, 2016, Legal, Government and Environmental Affairs Committee ("Committee") meeting, the art consultant suggested that the Authority consider placing art on all six of the art columns abutting Hollywood Way, which would make the most visible part of the RITC uniform in appearance. Staff reported that at a preliminary meeting attended by Staff and the art coordinators for the Cities of Burbank, Glendale and Pasadena, it was decided that only one artist be selected to provide art for all six of these art columns to ensure a unified appearance and theme. Staff noted the Authority previously committed to providing each of the three cities with a \$50,000 stipend for the completion of one art column each, for a total of \$150,000 for the three columns; instead, Staff stated these funds will be consolidated for the installation of art on six columns. Staff reported the art consultant has estimated the cost to provide art on the six art columns will total approximately \$315,000.

Subsequent to the July 11 Committee meeting, Staff reported the art consultant requested a fee increase of \$10,000 for the additional effort to develop the revised program. Including the \$10,000 additional consultant fees, Staff stated the estimated cost for the design, development, production and installation of the six art panels is \$325,000, which is \$118,000 in excess of the amount the Commission originally approved for the project on September 21, 2015. Staff reported the additional costs for the program are to be funded through the remaining available RITC project construction funds and that a budget amendment to the FY 2016/2017 approved budget may be required in the future.

Staff introduced Ms. Gail M. Goldman, the Authority's art consultant for this project, who discussed a product called "Duralite" with Image LOC. Ms. Goldman presented sample

Duralite panels of original artwork, described the process of framing and attaching the individual art panels to the RITC art columns, and answered various questions from the Commissioners.

Ms. Goldman reported that an artist selection panel has been formed consisting of an appointee from each of the three cities' art commissions, an Authority staff member, and herself. Following selection of an artist, Ms. Goldman advised that a meeting will be held at the Airport to present the project and provide an opportunity for the art commissions to meet the artist. In response to a question from the Commission, Ms. Goldman stated the selection of artwork for the six art columns will be the final decision of the Airport Authority.

At the July 11, 2016, Legal, Government and Environmental Affairs Committee meeting, the Committee voted 2-0 (one absent) to recommend that the Commission approve the following: the selection of Duralite art media/materials; a revised budget of \$315,000 for the installation of art on six columns; and proceeding with the selection process for a single artist. In addition, Staff recommended that the Commission approve the \$10,000 consulting fee increase requested by Ms. Goldman.

MOTION

Commissioner Quintero moved approval of the recommendations; the motion was seconded by Commissioner Selvidge.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Wiggins, Quintero, Madison, Tornek and Selvidge

NOES: None

ABSENT: None

**c. IMG College, LLC,
Marketing Agreement**

Staff presented to the Commission a proposed one-year marketing agreement with IMG College, LLC ("IMG") which would allow the Authority to maintain an advertising presence at the Rose Bowl Stadium while Staff and branding consultants continue to develop the branding/marketing plan for Hollywood Burbank Airport over the next several months. IMG is the marketing representative for both the Rose Bowl Operating Company and UCLA.

Staff noted the Commission's three-year agreement with IMG, which included signage and production costs at a cost of \$300,000 annually, expired June 30, 2016.

Staff stated the proposed one-year agreement is for approximately \$65,000, which includes production expenses associated with the preparation and installation of signs at the Rose Bowl Stadium and an additional \$5,000 for design and printing of a Hollywood Burbank Airport specific promotion piece for distribution at the Stadium. This promotion piece would be in the form of a postcard or placard to be distributed by Stadium staff to vehicles parked at the Stadium during one of the athletic events, which constitutes approximately 32,000 vehicles.

Staff advised the Airport will continue its designations "Proud Sponsor of UCLA Athletics" and "Official Airport of the Rose Bowl Stadium" under the proposed agreement, which also includes three (3) fixed, year-round Stadium signs, exposure on ten (10) field-level LED signs during UCLA football games, a permanent presence on the Rose Bowl Stadium website, including print publications; one social media promotion; and one pre-recorded, 30-second radio spot to promote the Airport that will be aired in all UCLA football games on AM-570.

At the July 11, 2016, meeting of the Legal, Government and Environmental Affairs Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it approve the proposed one-year marketing agreement with IMG, authorize Staff to issue a purchase order for an amount not to exceed \$65,000 and provide up to an additional \$5,000 for promotional material to be distributed at the Stadium, and authorize the Authority President to execute the agreement.

MOTION

Following Staff's presentation, which included various questions from the Commissioners, Commissioner Brown moved approval of the recommendation from the Legal, Government and Environmental Affairs Committee. Commissioner Adams seconded the motion.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Wiggins, Quintero, Madison, Tornek and Selvidge

NOES: None

ABSENT: None

**d. Award of Contract/
Authorization/Approvals,
Project Number E16-04,
Engineered Materials
Arresting System
Replacement Project**

Staff presented to the Commission Phase 2B of a multi-phased runway rehabilitation and EMAS (Engineering Materials Arresting System) program. Phase 2B encompasses the design-build phase of the EMAS for Runway 8/26 in FY 2017, including removal and replacement of the existing south EMAS bed, which is 150 feet in width and 170 feet in length.

Staff initiated a bid process on May 21, 2016, posting bid documents, including design-bid bridging documents, on PlanetBids and advertising in the *Dodge Construction News* and local and minority newspapers, reaching out to DBEs and local construction companies, and providing public postings on the Internet and in the Burbank, Glendale and Pasadena City halls. Bids were opened publicly on June 21, 2016, and three contractors submitted bids ranging from \$2,829,000 to \$3,622,950. Staff reported that the low bidder, PALP, Inc., dba Excel Paving Company ("Excel Paving") indicated a 10.4% DBE participation, exceeding the 10% DBE goal for this project, thus no good-faith evaluation was required.

At its August 15, 2016, meeting immediately prior to the Commission meeting, the Operations and Development Committee voted unanimously (3-0) to recommend to the Commission that it: (1) award a construction contract for \$2,829,900 to Excel Paving for the design/build construction of the removal and replacement of the south bed of the EMAS; (2) authorize the issuance of a work order to the existing professional services agreement with RS&H for a lump-sum of \$118,129 for designer of record construction administration services, onsite technical services and inspection; (3) approve deployment of TBI Force Account including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$142,880; and (4) authorize the establishment of a Project Aggregate Contingency of \$300,000 which is approximately 10% of the total project.

MOTION

Following Staff's presentation, which included various questions from the Commissioners, Commissioner Quintero moved approval of the Operations and Development Committee's recommendation; Commissioner Brown seconded the motion.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Wiggins, Quintero, Madison, Tornek and Selvidge

NOES: None

ABSENT: None

7. ITEMS FOR COMMISSION DISCUSSION

a. Disadvantaged Business Enterprises (DBE) Program Update

In response to a request by the Committee that Staff provide additional information regarding the history of the Disadvantaged Business Enterprises ("DBE") Program, Staff presented an analysis of the Airport's participation in the DBE program dating back to the past ten federal fiscal years. Staff noted that a similar update was presented to the Operations and Development Committee at its meeting immediately prior to the Commission meeting.

Staff stated it will extend future Airport projects outreach to local communities to introduce the Authority's race-conscious program approved by the Commission in April 2016. The four groups that will be targeted include: (1) local chambers of commerce; (2) local trade associations; (3) minority business associations; and (4) minority community groups.

Staff noted it will be coming to the Commission in September 2016 to discuss new DBE goals for airport projects for the upcoming federal fiscal year, which will begin October 1, 2016, and end September 30, 2017.

8. ITEMS FOR INFORMATION

a. Airline Schedule Analysis

Staff presented the Airline Schedule Analysis and noted changes in service, fleet mix and scheduled operating times from two airlines serving the Airport, Alaska Airlines and Southwest Airlines.

b. June 2016 Passenger/Cargo Statistics and Parking Information

Staff presented the Passenger/Cargo Statistics and Parking Information for the month of June 2016 and reported that on a month-to-month basis overall passenger revenue increased 3.0% and overall available seats increased 8.2%, and projected revenue passengers met budget expectations.

Regarding parking, Staff reported the following for June 2016 compared to June 2015: a 1.4% decrease in total parking revenue; a 15% increase in parking lot transactions; and a 50% increase in parking structure transactions. Staff

reported the variable pricing rate adjustment yield for the first four months of rate adjustments totaled \$33,394.

9. CLOSED SESSION

The Commission recessed to closed session at 10:40 a.m. to discuss the items listed on the closed session agenda as follows:

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation (California Government Code Section 54956.9(d)(4)): two potential cases

**b. THREAT TO PUBLIC SERVICES OR FACILITIES
(California Government Code Section 54957(a))**

Consultation with Director, Public Safety

**Meeting Reconvened to
Open session**

The meeting reconvened to open session at 11:10 a.m. with the following Commissioners present: Brown, Adams, Friedman, Sinanyan, Wiggins, Quintero, Tornek and Selvidge.

Commissioner Wiggins announced that no reportable action was taken in closed session.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:10 a.m.

Zareh Sinanyan, Secretary

Date

Bill Wiggins, President

Date



August 15, 2016

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, California 91505

Dear Commissioners:

The attached report, covering the month of May 2016, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six-month period following the date of the attached report.

Sincerely,

[Original Letter Signed by Commissioner Sinanyan]

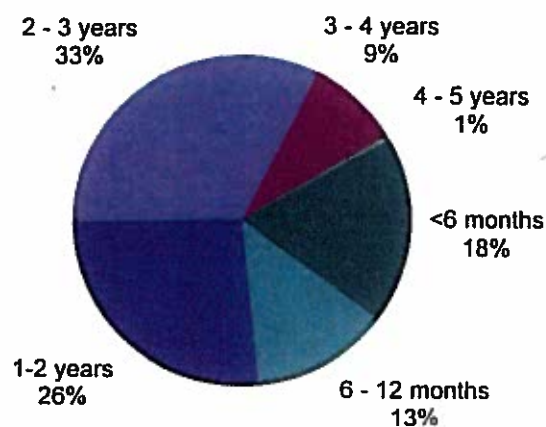
Zareh Sinanyan
Treasurer

Attachments

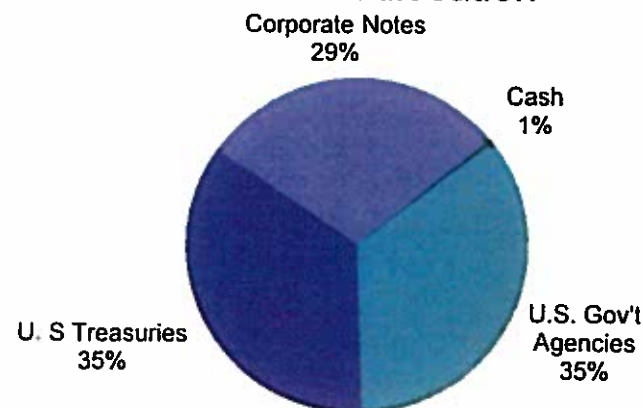
Operating Portfolio Investment Guidelines Conformance as of May 31, 2016

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.28 Years	70%	35%
Corporate Notes	5 Years	4.42 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	<1%
U.S. Gov Securities (Treasuries)	5 Years	3.59 Years	No Limit	35%

Maturity Distribution



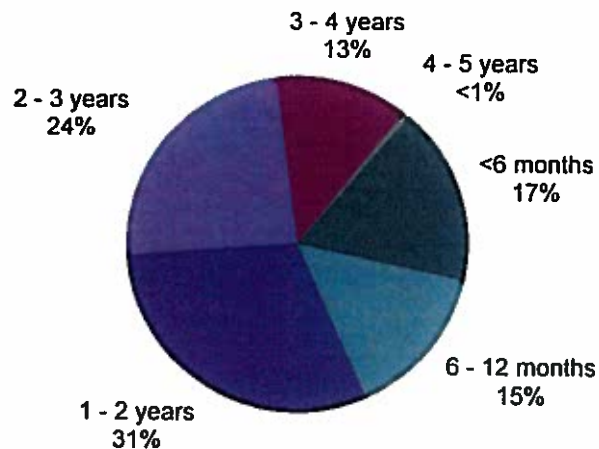
Sector Allocation



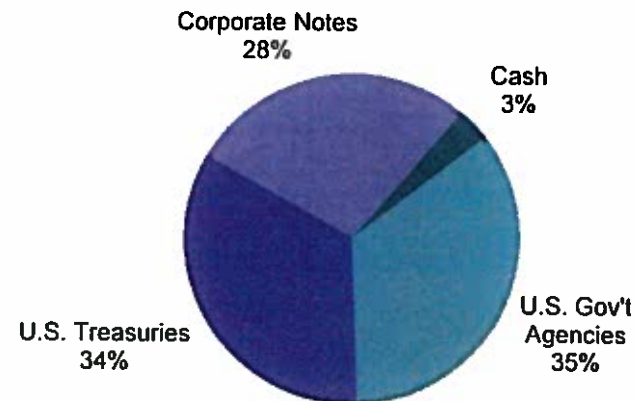
PFC Portfolio Investment Guidelines Conformance as of May 31, 2016

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.28 Years	70%	35%
Corporate Notes	5 Years	4.42 Years	30%	28%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	3%
U.S. Gov Securities (Treasuries)	5 Years	3.59 Years	No Limit	34%

Maturity Distribution



Sector Allocation



Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/16	Columbia Treasury Reserves	097101307	0.000	05/31/16	05/31/16	\$ 886,596	\$ 886,596	\$ 886,596	\$ -	0.00%	0	0.42%
03/02/16	Johnson & Johnson	478160BW3	0.905	03/01/19	06/01/16	1,500,000	1,502,346	1,502,865	519	0.90%	1	0.71%
04/18/13	John Deere Capital Corp	24422ERC5	2.250	06/07/16	06/07/16	1,260,000	1,298,570	1,260,227	(38,343)	1.16%	7	0.60%
04/28/16	American Express Credit Corp	0258M0DY2	1.682	09/14/20	06/14/16	700,000	703,049	703,472	423	1.64%	14	0.33%
04/25/16	Home Depot Inc	437076BJ0	1.004	09/15/17	06/15/16	1,000,000	1,003,966	1,003,959	(7)	0.76%	15	0.48%
04/19/16	FFCB	3133EEZ52	0.473	03/22/18	06/22/16	5,000,000	4,986,879	4,992,720	5,841	0.59%	22	2.36%
06/24/13	Chevron Corp	166764AC4	0.889	06/24/16	06/24/16	890,000	892,720	890,164	(2,556)	0.60%	24	0.42%
06/17/13	FHLB	3133834R9	0.375	06/24/16	06/24/16	1,500,000	1,490,925	1,500,111	9,186	0.26%	24	0.71%
10/21/13	Treasury Note	91282QR4	1.500	06/30/16	06/30/16	5,050,000	5,166,160	5,055,141	(111,019)	0.26%	30	2.39%
12/08/14	General Electric Capital Corp	36962G6X7	1.339	04/02/18	07/02/16	1,690,000	1,707,900	1,701,538	(6,362)	1.04%	32	0.81%
02/19/13	JPMorgan Chase & Co	46625HJA9	3.150	07/05/16	07/05/16	1,615,000	1,677,479	1,618,350	(59,129)	0.94%	35	0.77%
07/11/13	Duke Energy Indiana Inc	263901AE0	0.979	07/11/16	07/11/16	705,000	706,115	705,252	(863)	0.66%	41	0.33%
01/21/16	Oracle Corporation	68389XAR6	1.208	01/15/19	07/15/16	1,170,000	1,173,824	1,177,252	3,428	1.04%	45	0.56%
07/08/15	Wells Fargo & Company	94974BFK1	1.268	04/23/18	07/23/16	1,500,000	1,502,735	1,503,480	745	1.21%	53	0.71%
08/20/13	Caterpillar Financial Services	14912L4X6	2.050	08/01/16	08/01/16	1,260,000	1,284,220	1,262,974	(21,246)	0.63%	62	0.60%
08/05/13	Halliburton Company	406216BB6	1.000	08/01/16	08/01/16	575,000	574,563	574,879	316	1.12%	62	0.27%
05/06/16	Apple Inc	037833AP5	0.934	05/06/19	08/06/16	1,200,000	1,196,747	1,198,354	1,607	1.04%	67	0.57%
02/21/13	Coca-Cola Company (The)	191216AU4	1.800	09/01/16	09/01/16	1,450,000	1,486,511	1,454,321	(32,190)	0.60%	93	0.69%
10/09/13	PNC Bank NA	69349LAN8	1.300	10/03/16	09/03/16	1,280,000	1,285,273	1,281,254	(4,019)	1.01%	95	0.61%
11/26/13	Key Bank NA	49327M2J2	1.100	11/25/16	10/25/16	500,000	499,620	500,348	728	0.96%	147	0.24%
10/15/13	Treasury Note	912828RM4	1.000	10/31/16	10/31/16	3,970,000	4,005,203	3,977,714	(27,489)	0.53%	153	1.88%
09/12/14	Procter & Gamble Co	742718ED7	0.750	11/04/16	11/04/16	1,000,000	999,680	1,000,961	1,281	0.52%	157	0.47%
03/20/14	Comcast Corporation	20030NAP6	6.500	01/15/17	01/15/17	1,375,000	1,522,824	1,422,160	(100,664)	0.96%	229	0.67%
12/30/13	Pfizer Inc	717081DD2	0.900	01/15/17	01/15/17	1,460,000	1,455,228	1,461,098	5,870	0.78%	229	0.69%
04/03/14	Treasury Note	912828SC5	0.875	01/31/17	01/31/17	2,050,000	2,049,920	2,053,204	3,284	0.64%	245	0.97%
04/26/16	Ace Ina Holdings Inc	00440EAJ6	5.700	02/15/17	02/15/17	900,000	934,731	929,642	(5,089)	1.00%	260	0.44%
12/03/12	Wall Disney Co	25468PCS3	1.125	02/15/17	02/15/17	1,200,000	1,205,120	1,202,634	(2,486)	0.81%	260	0.57%
06/12/14	Branch Banking and Trust Company	07330NAH8	1.000	04/03/17	03/03/17	1,028,000	1,025,372	1,028,069	2,697	0.99%	276	0.49%
10/16/12	FHLMC	3137EADC0	1.000	03/08/17	03/08/17	6,000,000	6,045,930	6,012,408	(33,522)	0.73%	281	2.84%
05/20/14	US Bancorp	91159HHD5	1.650	05/15/17	04/15/17	1,500,000	1,519,595	1,507,830	(11,765)	1.10%	319	0.71%
05/21/12	FNMA	3135GOJA2	1.125	04/27/17	04/27/17	4,550,000	4,575,085	4,566,277	(8,808)	0.73%	331	2.16%
05/06/14	State Street Corporation	857477AD5	5.375	04/30/17	04/30/17	1,000,000	1,093,220	1,040,307	(52,913)	0.95%	334	0.49%
02/03/14	FHLB	3133XKQX6	4.875	05/17/17	05/17/17	4,375,000	4,868,587	4,545,625	(322,962)	0.79%	351	2.15%
01/28/15	FHLB	313379DD8	1.000	06/21/17	06/21/17	4,000,000	4,027,520	4,007,852	(19,668)	0.81%	386	1.90%
08/02/12	Treasury Note	912828TG5	0.500	07/31/17	07/31/17	1,275,000	1,266,020	1,270,866	4,846	0.78%	426	0.60%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
09/29/15	FNMA Bench	3135G0ZL0	1.000	09/27/17	09/27/17	3,000,000	3,016,945	3,006,858	(10,087)	0.83%	484	1.42%
04/19/16	Treasury Note	912828TS9	0.625	09/30/17	09/30/17	7,750,000	7,743,340	7,732,741	(10,599)	0.79%	487	3.66%
11/02/12	Treasury Note	912828TW0	0.750	10/31/17	10/31/17	10,950,000	10,952,602	10,941,374	(11,228)	0.81%	518	5.18%
06/01/16	Praxair Inc	74005PBC7	1.050	11/07/17	11/07/17	685,000	683,718	683,654	(64)	1.19%	525	0.32%
04/19/16	FHLB	3133XMQ87	5.000	11/17/17	11/17/17	2,500,000	2,665,725	2,650,818	(14,907)	0.84%	535	1.25%
09/10/14	FHLMC Reference Notes	3137EABA6	5.125	11/17/17	11/17/17	5,200,000	5,834,036	5,522,171	(311,865)	0.85%	535	2.61%
10/07/14	Metlife Inc	59156RBK3	1.903	12/15/17	12/15/17	800,000	805,636	806,162	526	1.39%	563	0.38%
05/06/14	Bank of New York Mellon Corp	06406HCE7	1.300	01/25/18	12/25/17	1,000,000	992,963	1,001,775	8,812	1.19%	573	0.47%
04/19/16	FHLMC Reference Notes	3137EADN6	0.750	01/12/18	01/12/18	3,750,000	3,748,050	3,742,571	(5,479)	0.87%	591	1.77%
08/07/15	Fifth Third Bank	31677QAV1	1.450	02/28/18	01/28/18	1,000,000	996,120	998,159	2,039	1.56%	607	0.47%
12/23/13	FNMA Benchmark Notes	3135G0TG8	0.875	02/08/18	02/08/18	6,000,000	5,904,390	6,001,368	96,978	0.86%	618	2.84%
11/18/15	Exxon Mobil Corp	30231GAL6	1.305	03/06/18	03/06/18	700,000	701,862	702,193	331	1.12%	644	0.33%
09/25/15	Boeing Co	097023BE4	0.950	05/15/18	05/15/18	944,000	938,314	941,749	3,435	1.07%	714	0.45%
03/11/14	Merck & Co Inc	58933YAG0	1.300	05/18/18	05/18/18	1,350,000	1,339,553	1,357,402	17,849	1.02%	717	0.64%
12/03/14	Treasury Note	912828VE7	1.000	05/31/18	05/31/18	13,010,000	12,972,601	13,038,973	66,372	0.89%	730	6.17%
08/05/15	FHLMC	3137EABP3	4.875	06/13/18	06/13/18	5,500,000	6,011,095	5,931,954	(79,141)	0.97%	743	2.81%
07/06/15	Southern California Gas Company	842434CN0	1.550	06/15/18	06/15/18	1,175,000	1,182,360	1,179,634	(2,726)	1.35%	745	0.56%
04/19/16	Treasury Note	912828XK1	0.875	07/15/18	07/15/18	7,750,000	7,762,715	7,745,156	(17,559)	0.90%	775	3.66%
04/19/16	FNMA Benchmark Notes	3135G0E33	1.125	07/20/18	07/20/18	3,750,000	3,771,825	3,763,103	(8,722)	0.96%	780	1.78%
07/06/15	Nevada Power Company	641423BW7	6.500	08/01/18	08/01/18	1,050,000	1,189,265	1,162,774	(26,491)	1.45%	792	0.55%
08/07/15	3M Company	88579YAP6	1.375	08/07/18	08/07/18	900,000	898,398	904,823	6,425	1.13%	798	0.43%
12/18/15	Berkshire Hathaway Finance Corp	084664BY6	2.000	08/15/18	08/15/18	1,550,000	1,577,051	1,577,677	626	1.18%	806	0.75%
08/18/15	Treasury Note	912828RE2	1.500	08/31/18	08/31/18	6,400,000	6,482,133	6,482,752	619	0.92%	822	3.07%
04/19/16	FNMA	3135G0E58	1.125	10/19/18	10/19/18	3,750,000	3,772,538	3,762,630	(9,908)	0.98%	871	1.78%
12/24/15	Simon Property Group LP	828807CQ8	2.200	02/01/19	11/01/18	865,000	875,364	879,235	3,871	1.57%	884	0.42%
11/03/15	Microsoft Corporation	594918BF0	1.300	11/03/18	11/03/18	650,000	649,898	652,031	2,133	1.17%	886	0.31%
04/13/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	12/15/18	1,000,000	1,018,088	1,012,028	(6,060)	1.68%	928	0.48%
09/25/15	Manufacturers & Traders Trust Co	55279HAE0	2.300	01/30/19	12/30/18	1,000,000	1,013,451	1,015,235	1,784	1.71%	943	0.48%
12/01/15	Treasury Note	912828A75	1.500	12/31/18	12/31/18	500,000	503,516	506,817	3,301	0.96%	944	0.24%
07/01/15	Treasury Note	912828SD3	1.250	01/31/19	01/31/19	4,000,000	4,003,594	4,028,592	24,998	0.98%	975	1.91%
01/14/16	IBM Corp	459200HT1	1.950	02/12/19	02/12/19	1,150,000	1,164,229	1,170,741	6,512	1.27%	987	0.55%
02/26/16	Cisco Systems Inc	17275RAE2	4.950	02/15/19	02/15/19	1,050,000	1,156,947	1,148,658	(8,289)	1.40%	990	0.54%
01/21/15	Union Pacific Corporation	907818DW5	2.250	02/15/19	02/15/19	1,050,000	1,078,576	1,070,871	(7,705)	1.50%	990	0.51%
09/15/14	Unitedhealth Group Inc	91324PCB6	1.625	03/15/19	03/15/19	720,000	706,025	723,532	17,507	1.44%	1018	0.34%
12/07/15	FHLMC	3137EACA5	3.750	03/27/19	03/27/19	3,500,000	3,763,900	3,755,917	(7,983)	1.11%	1030	1.78%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/16/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	04/15/19	1,000,000	998,565	996,084	(2,481)	1.29%	1049	0.47%
09/12/14	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	05/01/19	1,129,000	1,122,407	1,140,812	18,405	1.44%	1065	0.54%
12/08/14	Target Corporation	87612EBB1	2.300	06/26/19	06/26/19	1,005,000	1,027,143	1,033,772	6,629	1.34%	1121	0.49%
03/17/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	4,500,000	4,545,910	4,581,846	35,936	1.18%	1199	2.17%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	3,905,000	3,970,134	3,955,031	(15,103)	1.12%	1248	1.87%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	12/15/19	950,000	956,522	962,470	5,948	1.82%	1293	0.46%
01/19/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	1,750,000	1,772,695	1,778,711	6,016	1.16%	1309	0.84%
04/21/16	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	1,300,000	1,445,831	1,436,884	(8,947)	1.50%	1324	0.68%
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	03/15/20	1,200,000	1,241,266	1,232,713	(8,553)	1.75%	1384	0.58%
05/08/15	United Technologies Corporation	913017BR9	4.500	04/15/20	04/15/20	1,150,000	1,283,709	1,271,372	(12,337)	1.67%	1415	0.60%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	05/15/20	1,080,000	1,135,783	1,139,722	3,939	1.90%	1445	0.54%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	900,000	984,932	978,269	(6,663)	1.84%	1615	0.46%
	Subtotal					\$192,232,596	\$195,981,953	\$194,909,718	\$(1,072,235)	0.94%	584	92.22%
	Local Agency Investment Fund (LAIF)					16,437,604	16,437,604	16,441,238	3,634	0.55%	167	7.78%
	Subtotal					\$208,670,200	\$212,419,557	\$211,350,956	\$(1,068,601)	0.91%	552	100.00%
	Operating Bank Balance						2,992,076					
	TOTAL						\$215,411,633					

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 05/31/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
05/05/16	Union Pacific Corporation	907818DW5	2.250	02/15/19	160,000.00	102.48100	\$ 163,969.60	\$ (800.00)
05/06/16	Apple Inc	037833AP5	0.934	05/06/19	1,200,000.00	99.72890	1,196,746.80	
05/06/16	Oracle Corporation	68389XAR6	1.208	01/15/19	370,000.00	100.55100	372,038.70	(260.80)
05/07/16	Simon Property Group LP	828807CQ8	2.200	02/01/19	95,000.00	102.09100	96,986.45	(568.94)
05/08/16	Comcast Corporation	20030NAP6	6.500	01/15/17	175,000.00	103.82900	181,700.75	(3,633.68)
05/08/16	General Electric Capital Corp	36962G6X7	1.339	04/02/18	215,000.00	100.64870	216,394.71	(287.80)
05/13/16	Pepsico Inc	713448BN7	4.500	01/15/20	900,000.00	111.16700	1,000,503.00	(13,275.00)
05/13/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	775,000.00	109.47800	848,454.50	(1,007.50)
05/13/16	Union Pacific Corporation	907818DW5	2.250	02/15/19	160,000.00	102.69700	164,315.20	(880.00)
06/01/16	Praxair Inc	74005PBC7	1.050	11/07/17	345,000.00	99.80000	344,310.00	(241.50)
06/02/16	Praxair Inc	74005PBC7	1.050	11/07/17	340,000.00	99.82600	339,408.40	(247.92)
TOTAL PURCHASES					\$ 4,735,000.00		\$ 4,924,828.11	\$ (21,203.14)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
05/03/13	Apple Inc	037833AF7	0.669	05/03/16	\$ 1,175,000.00	100.00389	\$ 1,175,045.68	\$ (45.68)
02/21/13	Pepsico Inc	713448BT4	2.500	05/10/16	1,000,000.00	105.33300	1,053,330.00	(53,330.00)
TOTAL MATURITIES					\$ 2,175,000.00		\$ 2,228,375.68	\$ (53,375.68)

SALES / REDEMPTIONS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$ -		\$ -
								-		-
								-		-
TOTAL SALES						\$ -		\$ -	\$ -	\$ -

**Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
05/01/16-05/31/16**

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Apple Inc	NOTE	0.669	05/03/16	1,920.37	1,964.01	-	-	43.64	(7.05)	36.59
Pepsico Inc	NOTE	2.500	05/10/16	11,875.00	12,500.00	-	-	625.00	(414.12)	210.88
John Deere Capital Corp	MTN	2.250	06/07/16	11,340.00	-	-	13,702.51	2,362.51	(1,664.99)	697.52
Chevron Corp	NOTE	0.889	06/24/16	2,791.22	-	-	3,450.55	659.33	(127.10)	532.23
FHLB	NOTE	0.375	06/24/16	1,984.38	-	-	2,453.13	468.75	250.46	719.21
Treasury Note	NOTE	1.500	06/30/16	25,388.74	-	-	31,839.97	6,451.23	(4,227.02)	2,224.21
JPMorgan Chase & Co	NOTE	3.150	07/05/16	16,392.25	-	-	20,631.63	4,239.38	(2,731.47)	1,507.91
Duke Energy Indiana Inc	NOTE	0.979	07/11/16	383.36	-	-	958.41	575.05	(35.38)	539.67
Caterpillar Financial Services	NOTE	2.050	08/01/16	6,457.50	-	-	8,610.00	2,152.50	(1,122.98)	1,029.52
Halliburton Company	NOTE	1.000	08/01/16	1,437.50	-	-	1,916.67	479.17	12.18	491.35
Coca-Cola Company (The)	NOTE	1.800	09/01/16	4,350.00	-	-	6,525.00	2,175.00	(1,270.74)	904.26
PNC Bank NA	NOTE	1.300	10/03/16	1,294.23	-	-	2,680.88	1,386.65	(325.11)	1,061.54
Treasury Note	NOTE	1.000	10/31/16	107.88	-	-	3,452.17	3,344.29	(981.38)	2,362.91
Procter & Gamble Co	NOTE	0.750	11/04/16	3,687.50	3,750.00	-	562.50	625.00	12.43	637.43
Key Bank NA	NOTE	1.100	11/25/16	2,383.33	2,750.00	-	91.67	458.34	10.87	469.21
Comcast Corporation	NOTE	6.500	01/15/17	22,966.67	-	3,633.68	33,763.88	7,163.53	(5,955.28)	1,208.25
Pfizer Inc	NOTE	0.900	01/15/17	3,869.00	-	-	4,964.00	1,095.00	78.12	1,173.12
Treasury Note	MTN	0.875	01/31/17	4,484.38	-	-	6,012.02	1,527.64	2.40	1,530.04
Ace Ina Holdings Inc	NOTE	5.700	02/15/17	10,830.00	-	-	15,105.00	4,275.00	(3,605.30)	669.70
Walt Disney Co	MTN	1.125	02/15/17	2,850.00	-	-	3,975.00	1,125.00	(204.17)	920.83
FHLMC	NOTE	1.000	03/08/17	8,833.33	-	-	13,833.33	5,000.00	(1,029.26)	3,970.74
Branch Banking and Trust Company	MTN	1.000	04/03/17	799.56	-	-	1,656.22	856.66	90.27	946.93
FNMA	NOTE	1.125	04/27/17	568.75	-	-	4,834.38	4,265.63	(632.13)	3,633.50
State Street Corporation	NOTE	5.375	04/30/17	149.30	-	-	4,628.47	4,479.17	(3,575.76)	903.41
US Bancorp	NOTE	1.650	05/15/17	11,412.50	12,375.00	-	1,100.00	2,062.50	(746.62)	1,315.88
FHLB	NOTE	4.875	05/17/17	97,161.46	106,640.63	-	8,294.27	17,773.44	(14,292.65)	3,480.79
FHLB	NOTE	1.000	06/21/17	14,426.23	-	-	17,814.21	3,387.98	(974.99)	2,412.99
Treasury Note	NOTE	0.500	07/31/17	1,593.75	-	-	2,136.68	542.93	155.32	698.25
Home Depot Inc	NOTE	1.004	09/15/17	1,310.58	-	-	2,175.01	864.43	(242.50)	621.93
FNMA Bench	NOTE	1.000	09/27/17	2,833.34	-	-	5,333.34	2,500.00	(708.02)	1,791.98
Treasury Note	NOTE	0.625	09/30/17	4,102.63	-	-	8,205.26	4,102.63	390.29	4,492.92
Treasury Note	NOTE	0.750	10/31/17	223.17	-	-	7,141.30	6,918.13	(203.84)	6,714.29
Praxair Inc	NOTE	1.050	11/07/17	-	-	489.42	479.50	(9.92)	-	(9.92)
FHLB	NOTE	5.000	11/17/17	56,944.44	62,500.00	-	4,861.11	10,416.67	(8,753.08)	1,663.59

**Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
05/01/16-05/31/16**

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FHLMC Reference Notes	NOTE	5.125	11/17/17	121,405.56	133,250.00	-	10,363.89	22,208.33	(16,583.33)	5,625.00
Metlife Inc	NOTE	1.903	12/15/17	1,945.28	-	-	3,213.96	1,268.68	(147.29)	1,121.39
FHLMC Reference Notes	NOTE	0.750	01/12/18	8,515.63	-	-	10,859.38	2,343.75	93.90	2,437.65
Bank of New York Mellon Corp	NOTE	1.300	01/25/18	3,466.67	-	-	4,550.00	1,083.33	139.72	1,223.05
FNMA Benchmark Notes	NOTE	0.875	02/08/18	12,104.16	-	-	16,479.17	4,375.01	2,127.75	6,502.76
Fifth Third Bank	NOTE	1.450	02/28/18	2,456.94	-	-	3,665.28	1,208.34	136.54	1,344.88
Exxon Mobil Corp	NOTE	1.305	03/06/18	1,395.63	-	-	2,156.88	761.25	(67.47)	693.78
FFCB	NOTE	0.473	03/22/18	589.06	1,963.54	-	656.95	2,031.43	579.40	2,610.83
General Electric Capital Corp	NOTE	1.339	04/02/18	1,590.52	-	287.80	3,770.40	1,892.08	(523.83)	1,368.25
Wells Fargo & Company	NOTE	1.268	04/23/18	422.70	-	-	2,060.67	1,637.97	(89.51)	1,548.46
Boeing Co	NOTE	0.950	05/15/18	4,135.25	4,484.00	-	398.57	747.32	181.02	928.34
Merck & Co Inc	NOTE	1.300	05/18/18	7,946.25	8,775.00	-	633.75	1,462.50	160.11	1,622.61
Treasury Note	NOTE	1.000	05/31/18	54,386.06	65,050.00	-	355.47	11,019.41	782.45	11,801.86
FHLMC	NOTE	4.875	06/13/18	102,781.25	-	-	125,125.00	22,343.75	(17,787.46)	4,556.29
Southern California Gas Company	NOTE	1.550	06/15/18	6,880.28	-	-	8,397.99	1,517.71	(273.93)	1,243.78
Treasury Note	NOTE	0.875	07/15/18	19,933.89	-	-	25,709.13	5,775.24	(482.45)	5,292.79
FNMA Benchmark Notes	NOTE	1.125	07/20/18	11,835.94	-	-	15,351.56	3,515.62	(807.34)	2,708.28
Nevada Power Company	NOTE	6.500	08/01/18	17,062.50	-	-	22,750.01	5,687.51	(4,159.45)	1,528.06
3M Company	NOTE	1.375	08/07/18	2,887.50	-	-	3,918.75	1,031.25	44.50	1,075.75
Berkshire Hathaway Finance Corp	NOTE	2.000	08/15/18	6,544.44	-	-	9,127.77	2,583.33	(899.66)	1,683.67
Treasury Note	NOTE	1.500	08/31/18	16,173.92	-	-	24,260.86	8,086.94	(2,309.02)	5,777.92
FNMA	NOTE	1.125	10/19/18	1,406.25	-	-	4,921.88	3,515.63	(751.25)	2,764.38
Microsoft Corporation	NOTE	1.300	11/03/18	4,178.06	4,225.00	-	657.22	704.16	2.55	706.71
Treasury Note	NOTE	1.500	12/31/18	2,513.74	-	-	3,152.47	638.73	(96.79)	541.94
Commonwealth Edison Company	NOTE	2.150	01/15/19	6,330.56	-	-	8,122.22	1,791.66	(566.04)	1,225.62
Oracle Corporation	NOTE	1.208	01/15/19	429.64	-	260.80	1,845.76	1,155.32	(105.02)	1,050.30
Manufacturers & Traders Trust Co	NOTE	2.300	01/30/19	5,813.89	-	-	7,730.55	1,916.66	(374.85)	1,541.81
Treasury Note	NOTE	1.250	01/31/19	12,500.00	-	-	16,758.24	4,258.24	(85.05)	4,173.19
Simon Property Group LP	NOTE	2.200	02/01/19	4,235.00	-	568.94	6,343.34	1,539.40	(310.78)	1,228.62
IBM Corp	NOTE	1.950	02/12/19	4,921.04	-	-	6,789.79	1,868.75	(404.57)	1,464.18
Cisco Systems Inc	NOTE	4.950	02/15/19	10,972.50	-	-	15,303.75	4,331.25	(3,056.13)	1,275.12
Union Pacific Corporation	NOTE	2.250	02/15/19	3,467.50	-	1,680.00	6,956.26	1,808.76	(619.16)	1,189.60
Johnson & Johnson	NOTE	0.905	03/01/19	2,300.46	-	-	3,469.55	1,169.09	(69.49)	1,099.60
Unitedhealth Group Inc	NOTE	1.625	03/15/19	1,495.00	-	-	2,470.00	975.00	258.80	1,233.80
FHLMC	NOTE	3.750	03/27/19	12,395.83	-	-	23,333.33	10,937.50	(6,652.94)	4,284.56

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
05/01/16-05/31/16

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Lowes Companies Inc	NOTE	1.150	04/15/19	351.38	-	-	1,309.72	958.34	40.15	998.49
Apple Inc	NOTE	0.934	05/06/19	-	-	-	809.55	809.55	77.24	886.79
Public Service Electric And Gas	NOTE	1.800	06/01/19	8,467.50	-	-	10,161.00	1,693.50	90.00	1,783.50
Target Corporation	NOTE	2.300	06/26/19	8,026.04	-	-	9,952.30	1,926.26	(509.90)	1,416.36
FNMA Bench	NOTE	1.750	09/12/19	10,718.75	-	-	17,281.26	6,562.51	(913.79)	5,648.72
Treasury Note	NOTE	1.500	10/31/19	159.17	-	-	5,093.48	4,934.31	(1,543.70)	3,390.61
Treasury Note	NOTE	1.625	12/31/19	9,531.25	-	-	11,953.13	2,421.88	(487.91)	1,933.97
Arizona Public Service Company	NOTE	2.200	01/15/20	6,153.89	-	-	7,895.55	1,741.66	(139.52)	1,602.14
Pepsico Inc	NOTE	4.500	01/15/20	5,300.00	-	13,275.00	22,100.00	3,525.00	(2,380.21)	1,144.79
Medtronic Inc	NOTE	2.500	03/15/20	3,833.33	-	-	6,333.33	2,500.00	(884.29)	1,615.71
United Technologies Corporation	NOTE	4.500	04/15/20	2,300.00	-	-	6,612.50	4,312.50	(2,441.43)	1,871.07
American Express Credit Corp	NOTE	1.682	09/14/20	1,570.19	-	-	2,584.28	1,014.09	(60.25)	953.84
Travelers Cos Inc	NOTE	3.900	11/01/20	2,437.50	2,437.50	1,007.50	2,925.00	1,917.50	(1,033.52)	883.98
Public Service Company of Colorado	NOTE	3.200	11/15/20	15,936.00	17,280.00	-	1,535.99	2,879.99	(1,126.97)	1,753.02
	Subtotal			\$ 889,356.25	\$ 439,944.68	\$ 21,203.14	\$ 751,394.96	\$ 280,780.25	\$ (116,858.77)	\$ 163,921.48
CASH EQUIVALENTS										
Blackrock Liquidity Funds				-	641.29	-	-	641.29	-	641.29
BOA Temp Overnight Deposit				-	37.33	-	-	37.33	-	37.33
Columbia Treasury Reserves				-	140.39	-	-	140.39	-	140.39
	Subtotal			\$ -	\$ 819.01	\$ -	\$ -	\$ 819.01	\$ -	\$ 819.01
LAIF										
Local Agency Investment Fund				7,088.70	-	-	14,794.99	7,706.29	-	7,706.29
	TOTAL			\$ 896,444.95	\$ 440,763.69	\$ 21,203.14	\$ 766,189.95	\$ 289,305.55	\$ (116,858.77)	\$ 172,446.78

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/16	Columbia Treasury Reserves	097101307	0.000	05/31/16	05/31/16	\$ 709,471	\$ 709,471	\$ 709,471	\$ -	0.00%	0	3.31%
03/02/16	Johnson & Johnson	478160BW3	0.905	03/01/19	06/01/16	160,000	160,136	160,306	170	0.90%	1	0.75%
02/19/13	John Deere Capital Corp	24422ERC5	2.250	06/07/16	06/07/16	150,000	156,479	150,027	(6,452)	1.16%	7	0.70%
04/26/16	Home Depot Inc	437076BJ0	1.004	09/15/17	06/15/16	100,000	100,397	100,396	(1)	0.76%	15	0.47%
11/04/14	Chevron Corp	166764AC4	0.889	06/24/16	06/24/16	125,000	125,729	125,023	(706)	0.60%	24	0.58%
04/28/16	FHLB	3133834R9	0.375	06/24/16	06/24/16	225,000	225,007	225,017	10	0.26%	24	1.05%
02/24/16	Treasury Note	912828QR4	1.500	06/30/16	06/30/16	325,000	326,231	325,331	(900)	0.26%	30	1.52%
01/21/15	General Electric Capital Corp	36962G6X7	1.339	04/02/18	07/02/16	185,000	186,693	186,263	(430)	1.04%	32	0.87%
02/19/13	JPMorgan Chase & Co	46625HJA9	3.150	07/05/16	07/05/16	185,000	195,921	185,384	(10,537)	0.94%	35	0.86%
02/20/15	Duke Energy Indiana Inc	263901AE0	0.979	07/11/16	07/11/16	100,000	100,176	100,036	(140)	0.66%	41	0.47%
01/21/16	Oracle Corporation	68389XAR6	1.208	01/15/19	07/15/16	125,000	125,299	125,775	476	1.04%	45	0.59%
10/05/15	Wells Fargo & Company	94974BKF1	1.268	04/23/18	07/23/16	150,000	150,525	150,348	(177)	1.21%	53	0.70%
07/09/14	Caterpillar Financial Services	14912A4X6	2.050	08/01/16	08/01/16	135,000	138,074	135,319	(2,755)	0.63%	62	0.63%
07/09/14	Halliburton Company	406216BB6	1.000	08/01/16	08/01/16	100,000	100,516	99,979	(537)	1.12%	62	0.47%
05/06/16	Apple Inc	037833AP5	0.934	05/06/19	08/06/16	135,000	134,634	134,815	181	1.04%	67	0.63%
02/20/15	PNC Funding Corp	693476BM4	2.700	09/19/16	08/19/16	100,000	102,528	100,398	(2,130)	1.36%	80	0.47%
03/06/13	Coca-Cola Company (The)	191216AU4	1.800	09/01/16	09/01/16	200,000	207,142	200,596	(6,546)	0.60%	93	0.94%
05/06/15	Treasury Note	912828RM4	1.000	10/31/16	10/31/16	375,000	377,871	375,729	(2,142)	0.53%	153	1.75%
09/12/14	Procter & Gamble Co	742718ED7	0.750	11/04/16	11/04/16	125,000	124,960	125,120	160	0.52%	157	0.58%
07/09/14	Comcast Corporation	20030NAP6	6.500	01/15/17	01/15/17	150,000	165,457	155,145	(10,312)	0.96%	229	0.72%
09/12/14	Pfizer Inc	717081DD2	0.900	01/15/17	01/15/17	160,000	159,874	160,120	246	0.78%	229	0.75%
05/06/15	Treasury Note	912828SC5	0.875	01/31/17	01/31/17	350,000	351,859	350,547	(1,312)	0.64%	245	1.64%
04/26/16	Ace Ina Holdings Inc	00440EAJ6	5.700	02/15/17	02/15/17	100,000	103,859	103,294	(565)	1.00%	260	0.48%
02/19/13	Walt Disney Company (The)	25468PCS3	1.125	02/15/17	02/15/17	160,000	159,987	160,351	364	0.81%	260	0.75%
03/19/12	FHLMC	3137EADC0	1.000	03/08/17	03/08/17	755,000	746,165	756,561	10,396	0.73%	281	3.53%
07/09/14	US Bancorp	91159HHD5	1.650	05/15/17	04/15/17	150,000	151,675	150,783	(892)	1.10%	319	0.70%
05/06/15	FNMA	3135G0JA2	1.125	04/27/17	04/27/17	300,000	302,598	301,073	(1,525)	0.73%	331	1.40%
09/12/14	State Street Corporation	857477AD5	5.375	04/30/17	04/30/17	110,000	119,523	114,434	(5,089)	0.95%	334	0.53%
07/07/14	FHLB	3133XKQX6	4.875	05/17/17	05/17/17	875,000	957,246	909,125	(48,121)	0.79%	351	4.24%
01/28/15	FHLB	313379DD8	1.000	06/21/17	06/21/17	700,000	704,816	701,374	(3,442)	0.81%	386	3.27%
10/17/12	Treasury Note	912828TG5	0.500	07/31/17	07/31/17	1,265,000	1,259,009	1,260,899	1,890	0.78%	426	5.88%
03/17/15	FNMA Bench	3135G0ZL0	1.000	09/27/17	09/27/17	700,000	700,924	701,600	676	0.83%	484	3.27%
09/25/14	Treasury Note	912828TW0	0.750	10/31/17	10/31/17	940,000	932,264	939,259	6,995	0.81%	518	4.38%
06/01/16	Praxair Inc	74005PBC7	1.050	11/07/17	11/07/17	75,000	74,859	74,853	(6)	1.19%	525	0.35%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/20/14	FHLB	3133XMQ87	5.000	11/17/17	11/17/17	450,000	501,998	477,147	(24,851)	0.84%	535	2.23%
09/10/14	FHLMC Reference Notes	3137EABA6	5.125	11/17/17	11/17/17	800,000	897,594	849,565	(48,029)	0.85%	535	3.96%
10/07/14	Mellife Inc	59156RBK3	1.903	12/15/17	12/15/17	100,000	100,663	100,770	107	1.39%	563	0.47%
07/09/14	Bank Of New York Mellon Corp	06406HCE7	1.300	01/25/18	12/25/17	100,000	98,925	100,178	1,253	1.19%	573	0.47%
07/07/14	FNMA Benchmark Notes	3135G0TG8	0.875	02/08/18	02/08/18	1,000,000	986,045	1,000,228	14,183	0.86%	618	4.67%
10/28/15	Exxon Mobil Corp	30231GAL6	1.305	03/06/18	03/06/18	100,000	100,776	100,313	(463)	1.12%	644	0.47%
09/25/15	Boeing Co	097023BE4	0.950	05/15/18	05/15/18	94,000	93,432	93,776	344	1.07%	714	0.44%
07/09/14	Merck & Co Inc	58933YAG0	1.300	05/18/18	05/18/18	150,000	148,778	150,822	2,044	1.02%	717	0.70%
02/18/15	Treasury Note	912828VE7	1.000	05/31/18	05/31/18	825,000	825,248	826,837	1,589	0.89%	730	3.86%
09/25/14	FHLMC	3137EABP3	4.875	06/13/18	06/13/18	750,000	834,773	808,903	(25,870)	0.97%	743	3.77%
04/21/16	Southern California Gas Company	842434CN0	1.550	06/15/18	06/15/18	125,000	125,896	125,493	(403)	1.35%	745	0.59%
02/29/16	Nevada Power Company	641423BW7	6.500	08/01/18	08/01/18	115,000	127,818	127,351	(467)	1.45%	792	0.59%
12/18/15	Berkshire Hathaway Finance Corp	084664BY6	2.000	08/15/18	08/15/18	165,000	167,603	167,946	343	1.18%	806	0.78%
12/10/15	Treasury Note	912828RE2	1.500	08/31/18	08/31/18	500,000	504,688	506,465	1,777	0.92%	822	2.36%
12/24/15	Simon Property Group LP	828807CQ8	2.200	02/01/19	11/01/18	97,000	97,924	98,596	672	1.57%	884	0.46%
01/21/16	Microsoft Corporation	5594918BF0	1.300	11/03/18	11/03/18	100,000	100,032	100,313	281	1.17%	886	0.47%
04/13/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	12/15/18	115,000	117,094	116,383	(711)	1.68%	928	0.54%
11/16/15	Treasury Note	912828A75	1.500	12/31/18	12/31/18	600,000	604,953	608,180	3,227	0.96%	944	2.84%
09/25/15	BB&T Corp	05531FAQ6	2.250	02/01/19	01/02/19	75,000	75,778	76,323	545	1.57%	946	0.36%
04/01/15	Treasury Note	912828SD3	1.250	01/31/19	01/31/19	900,000	905,625	906,433	808	0.98%	975	4.23%
01/14/16	IBM Corp	459200HT1	1.950	02/12/19	02/12/19	110,000	111,065	111,984	919	1.27%	987	0.52%
02/26/16	Cisco Systems Inc	17275RAE2	4.950	02/15/19	02/15/19	125,000	137,609	136,745	(864)	1.40%	990	0.64%
01/21/15	Union Pacific Corporation	907818DW5	2.250	02/15/19	02/15/19	115,000	118,266	117,286	(980)	1.50%	990	0.55%
09/15/14	Unitedhealth Group Inc	91324PCB6	1.625	03/15/19	03/15/19	100,000	98,472	100,491	2,019	1.44%	1018	0.47%
04/20/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	04/15/19	110,000	109,881	109,569	(312)	1.29%	1049	0.51%
09/12/14	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	05/01/19	124,000	123,022	125,297	2,275	1.44%	1065	0.58%
01/21/15	Target Corporation	87612EBB1	2.300	06/26/19	06/26/19	110,000	113,227	113,149	(78)	1.34%	1121	0.53%
01/28/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	740,000	749,249	753,459	4,210	1.18%	1199	3.51%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	610,000	620,175	617,815	(2,360)	1.12%	1248	2.88%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	12/15/19	100,000	100,341	101,313	972	1.82%	1293	0.47%
01/11/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	525,000	530,107	533,613	3,506	1.16%	1309	2.49%
12/14/15	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	140,000	153,849	154,741	892	1.50%	1324	0.72%
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	03/15/20	130,000	134,470	133,544	(926)	1.75%	1384	0.62%
05/18/15	United Technologies Corporation	913017BR9	4.500	04/15/20	04/15/20	125,000	139,685	138,193	(1,492)	1.67%	1415	0.64%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
09/25/15	American Express Credit Corp	0258M0DT3	2.375	05/26/20	04/25/20	65,000	65,156	65,833	677	2.04%	1425	0.31%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	05/15/20	115,000	120,648	121,359	711	1.90%	1445	0.57%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	100,000	109,436	108,697	(739)	1.84%	1615	0.51%
		Subtotal				\$ 21,104,471	\$ 21,588,205	\$ 21,439,861	\$ (148,344)	0.92%	588	100.00%
	PFC Bank Balance						<u>191,026</u>					
		TOTAL					\$ 21,779,231					

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 05/31/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
05/05/16	Union Pacific Corporation	907818DW5	2.250	02/15/19	\$ 5,000.00	102.48100	\$ 5,124.05	\$ (25.00)
05/06/16	Apple Inc	037833AP5	0.934	05/06/19	135,000.00	99.72890	134,634.02	
05/06/16	Oracle Corporation	68389XAR6	1.208	01/15/19	5,000.00	100.55100	5,027.55	(3.52)
05/07/16	Simon Property Group LP	828807CQ8	2.200	02/01/19	5,000.00	102.09100	5,104.55	(29.94)
05/08/16	Comcast Corporation	20030NAP6	6.500	01/15/17	20,000.00	103.82900	20,765.80	(415.28)
05/08/16	General Electric Capital Corp	36962G6X7	1.339	04/02/18	10,000.00	100.64870	10,064.87	(13.39)
05/13/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	86,000.00	109.47800	94,151.08	(111.80)
05/13/16	Union Pacific Corporation	907818DW5	2.250	02/15/19	5,000.00	102.69700	5,134.85	(27.50)
06/01/16	Praxair Inc	74005PBC7	1.050	11/07/17	40,000.00	99.80000	39,920.00	(28.00)
06/02/16	Praxair Inc	74005PBC7	1.050	11/07/17	35,000.00	99.82600	34,939.10	(25.52)
TOTAL PURCHASES					\$ 346,000.00		\$ 354,865.87	\$ (679.95)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
07/09/14	Apple Inc	037833AF7	0.669	05/03/16	\$ 125,000.00	100.02965	\$ 125,037.06	\$ (37.06)
TOTAL MATURITIES					\$ 125,000.00		\$ 125,037.06	\$ (37.06)

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$ -		\$ -
								-		-
								-		-
								-		-
						\$ -		\$ -	\$ -	\$ -

Burbank-Glendale-Pasadena Airport Authority - PFC Account

Earnings Report

05/01/16-05/31/16

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Apple Inc	NOTE	0.669	05/03/16	204.29	208.94	-	-	4.65	(0.28)	4.37
John Deere Capital Corp	MTN	2.250	06/07/16	1,350.00	-	-	1,631.25	281.25	(163.60)	117.65
Chevron Corp	MTN	0.889	06/24/16	392.02	-	-	484.63	92.61	(37.05)	55.56
FHLB	NOTE	0.375	06/24/16	297.66	-	-	367.97	70.31	(3.62)	66.69
Treasury Note	NOTE	1.500	06/30/16	1,633.93	-	-	2,049.11	415.18	(300.59)	114.59
JPMorgan Chase & Co	NOTE	3.150	07/05/16	1,877.75	-	-	2,363.38	485.63	(269.43)	216.20
Duke Energy Indiana Inc	NOTE	0.979	07/11/16	54.38	-	-	135.94	81.56	(10.54)	71.02
Caterpillar Financial Services	NOTE	2.050	08/01/16	691.88	-	-	922.49	230.61	(142.45)	88.16
Halliburton Company	NOTE	1.000	08/01/16	250.00	-	-	333.33	83.33	(21.91)	61.42
Coca-Cola Company (The)	NOTE	1.800	09/01/16	600.00	-	-	900.00	300.00	(170.72)	129.28
PNC Funding Corp	NOTE	2.700	09/19/16	315.00	-	-	540.00	225.00	(140.71)	84.29
Treasury Note	NOTE	1.000	10/31/16	10.19	-	-	326.09	315.90	(163.61)	152.29
Procter & Gamble Co	NOTE	0.750	11/04/16	460.94	468.75	-	70.31	78.12	1.55	79.67
Comcast Corporation	NOTE	6.500	01/15/17	2,488.06	-	415.28	3,683.34	780.00	(651.41)	128.59
Pfizer Inc	NOTE	0.900	01/15/17	424.00	-	-	544.00	120.00	0.85	120.85
Treasury Note	NOTE	0.875	01/31/17	765.63	-	-	1,026.44	260.81	(90.63)	170.18
Ace Ina Holdings Inc	NOTE	5.700	02/15/17	1,203.33	-	-	1,678.33	475.00	(400.59)	74.41
Walt Disney Company (The)	MTN	1.125	02/15/17	380.00	-	-	530.00	150.00	0.27	150.27
FHLMC	NOTE	1.000	03/08/17	1,111.52	-	-	1,740.69	629.17	209.60	838.77
FNMA	NOTE	1.125	04/27/17	37.50	-	-	318.75	281.25	(109.62)	171.63
State Street Corporation	NOTE	5.375	04/30/17	16.42	-	-	509.13	492.71	(387.95)	104.76
US Bancorp	NOTE	1.650	05/15/17	1,141.25	1,237.50	-	110.01	206.26	(62.99)	143.27
FHLB	NOTE	4.875	05/17/17	19,432.30	21,328.13	-	1,658.86	3,554.69	(2,848.56)	706.13
FHLB	NOTE	1.000	06/21/17	2,524.59	-	-	3,117.49	592.90	(170.62)	422.28
Treasury Note	NOTE	0.500	07/31/17	1,581.25	-	-	2,119.92	538.67	250.86	789.53
Home Depot Inc	NOTE	1.004	09/15/17	131.06	-	-	217.50	86.44	(24.25)	62.19
FNMA Bench	NOTE	1.000	09/27/17	661.11	-	-	1,244.44	583.33	(30.46)	552.87
Treasury Note	NOTE	0.750	10/31/17	19.17	-	-	613.04	593.87	219.15	813.02
Praxair Inc	NOTE	1.050	11/07/17	-	-	53.52	52.50	(1.02)	-	(1.02)
FHLB	NOTE	5.000	11/17/17	10,250.00	11,250.00	-	875.00	1,875.00	(1,448.40)	426.60
FHLMC Reference Notes	NOTE	5.125	11/17/17	18,677.77	20,500.00	-	1,594.45	3,416.68	(2,574.44)	842.24
Metlife Inc	NOTE	1.903	12/15/17	243.16	-	-	401.74	158.58	(17.33)	141.25
Bank Of New York Mellon Corp	NOTE	1.300	01/25/18	346.67	-	-	455.00	108.33	26.46	134.79

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
05/01/16-05/31/16

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FNMA Benchmark Notes	NOTE	0.875	02/08/18	2,017.36	-	-	2,746.53	729.17	337.86	1,067.03
Exxon Mobil Corp	NOTE	1.305	03/06/18	199.38	-	-	308.13	108.75	(27.46)	81.29
General Electric Capital Corp	NOTE	1.339	04/02/18	188.71	-	13.39	412.74	210.64	(48.14)	162.50
Wells Fargo & Company	NOTE	1.268	04/23/18	42.28	-	-	206.06	163.78	(17.50)	146.28
Boeing Co	NOTE	0.950	05/15/18	411.78	446.50	-	39.68	74.40	18.10	92.50
Merck & Co Inc	NOTE	1.300	05/18/18	882.91	975.00	-	70.42	162.51	22.10	184.61
Treasury Note	NOTE	1.000	05/31/18	3,448.77	4,125.00	-	22.54	698.77	(37.10)	661.67
FHLMC	NOTE	4.875	06/13/18	14,015.63	-	-	17,062.50	3,046.87	(2,150.82)	896.05
Southern California Gas Company	NOTE	1.550	06/15/18	731.94	-	-	893.40	161.46	(34.74)	126.72
Nevada Power Company	NOTE	6.500	08/01/18	1,868.75	-	-	2,491.67	622.92	(444.48)	178.44
Berkshire Hathaway Finance Corp	NOTE	2.000	08/15/18	696.66	-	-	971.66	275.00	(83.15)	191.85
Treasury Note	NOTE	1.500	08/31/18	1,263.59	-	-	1,895.38	631.79	(146.04)	485.75
Microsoft Corporation	NOTE	1.300	11/03/18	642.78	650.00	-	101.11	108.33	(0.96)	107.37
Treasury Note	NOTE	1.500	12/31/18	3,016.49	-	-	3,782.97	766.48	(133.63)	632.85
Commonwealth Edison Company	NOTE	2.150	01/15/19	728.01	-	-	934.06	206.05	(65.41)	140.64
Oracle Corporation	NOTE	1.208	01/15/19	64.45	-	3.52	197.20	129.23	(8.53)	120.70
Treasury Note	NOTE	1.250	01/31/19	2,812.50	-	-	3,770.60	958.10	(142.48)	815.62
BB&T Corp	NOTE	2.250	02/01/19	421.88	-	-	562.50	140.62	(19.82)	120.80
Simon Property Group LP	NOTE	2.200	02/01/19	506.00	-	29.94	711.33	175.39	(27.22)	148.17
IBM Corp	NOTE	1.950	02/12/19	470.71	-	-	649.46	178.75	(28.83)	149.92
Cisco Systems Inc	NOTE	4.950	02/15/19	1,306.25	-	-	1,821.88	515.63	(353.85)	161.78
Union Pacific Corporation	NOTE	2.250	02/15/19	498.75	-	52.50	761.90	210.65	(70.72)	139.93
Johnson & Johnson	NOTE	0.905	03/01/19	245.38	-	-	370.09	124.71	(4.01)	120.70
Unitedhealth Group Inc	NOTE	1.625	03/15/19	207.64	-	-	343.05	135.41	28.24	163.65
Lowe's Companies Inc	NOTE	1.150	04/15/19	38.65	-	-	144.07	105.42	3.31	108.73
Apple Inc	NOTE	0.934	05/06/19	-	-	-	91.07	91.07	8.69	99.76
Public Service Electric And Gas	NOTE	1.800	06/01/19	930.00	-	-	1,116.00	186.00	15.50	201.50
Target Corporation	NOTE	2.300	06/26/19	878.47	-	-	1,089.31	210.84	(65.68)	145.16
FNMA Bench	NOTE	1.750	09/12/19	1,762.64	-	-	2,841.81	1,079.17	(167.18)	911.99
Treasury Note	NOTE	1.500	10/31/19	24.86	-	-	795.65	770.79	(241.14)	529.65
Treasury Note	NOTE	1.625	12/31/19	2,859.38	-	-	3,585.94	726.56	(109.54)	617.02
Arizona Public Service Company	NOTE	2.200	01/15/20	647.78	-	-	831.11	183.33	(6.24)	177.09
Pepsico Inc	NOTE	4.500	01/15/20	1,855.00	-	-	2,380.00	525.00	(285.71)	239.29
Medtronic Inc	NOTE	2.500	03/15/20	415.28	-	-	686.11	270.83	(95.81)	175.02

**Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
05/01/16-05/31/16**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
United Technologies Corporation	NOTE	4.500	04/15/20	250.00	-	-	718.75	468.75	(247.94)	220.81
American Express Credit Corp	NOTE	2.375	05/26/20	664.67	771.88	-	21.44	128.65	(2.86)	125.79
Travelers Cos Inc	NOTE	3.900	11/01/20	273.00	273.00	111.80	325.00	213.20	(114.90)	98.30
Public Service Company of Colorado	NOTE	3.200	11/15/20	1,696.89	1,840.00	-	163.55	306.66	(113.14)	193.52
Subtotal				\$ 118,558.05	\$ 64,074.70	\$ 679.95	\$ 88,531.80	\$ 33,368.50	\$ (14,394.25)	\$ 18,974.25
CASH EQUIVALENTS										
Blackrock Liquidity Funds				-	88.50	-	-	88.50	-	88.50
BOA Temp Overnight Deposit				-	0.81	-	-	0.81	-	0.81
Columbia Treasury Reserve				-	71.66	-	-	71.66	-	71.66
Subtotal				\$ -	\$ 160.97	\$ -	\$ -	\$ 160.97	\$ -	\$ 160.97
TOTAL				\$ 118,558.05	\$ 64,235.67	\$ 679.95	\$ 88,531.80	\$ 33,529.47	\$ (14,394.25)	\$ 19,135.22

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2016 & 2015**

Monthly Performance					May 2016		Fiscal YTD Performance (July 2015 - May 2016)				
					Actual \$ May 2016	Budget May 2016	Actual \$ Prior Year May 2015	Variance Actual Vs. Budget	Note	Actual \$ Fiscal YTD	Fiscal YTD Budget
OPERATING ACTIVITY											
CASH RECEIPTS FROM OPERATIONS											
\$307,123	\$284,917	\$279,827	(2)	\$22,206	Landing/Fuel Fees	\$3,205,822	\$3,134,087	\$3,132,403	(2)	\$71,735	
1,824,443	1,718,000	1,636,339	(3)	106,443	Parking Fees	18,013,258	17,732,000	17,691,235	(3)	281,258	
895,259	902,081	850,644	(4)	(6,822)	Rental Receipts - Terminal Building	10,432,646	9,922,891	9,837,648	(4)	509,755	
945,852	903,335	869,443	(5)	42,517	Rental Receipts - Other Buildings	10,786,263	9,936,685	10,661,592	(5)	849,578	
208,976	59,167	60,354	(6)	149,809	Other Receipts	1,323,397	650,837	1,070,848	(6)	672,560	
386,884	120,833	312,755	(7)	266,051	Investment Receipts - Treasurer/Other Interest Earned	1,468,248	1,329,163	1,371,437	(7)	139,085	
<u>\$4,568,537</u>	<u>\$3,988,333</u>	<u>\$4,009,362</u>	<u>(1)</u>	<u>\$580,204</u>		<u>\$45,229,634</u>	<u>\$42,705,663</u>	<u>\$43,765,163</u>	<u>(1)</u>	<u>\$2,523,971</u>	
CASH DISBURSEMENTS FROM OPERATIONS											
(\$75,134)	(\$84,851)	(\$77,958)	(9)	\$9,717	Administrative Supplies & Costs	(\$807,146)	(\$1,006,467)	(\$860,449)	(9)	\$199,321	
(218,353)	(376,008)	(367,828)	(10)	157,655	Operating Supplies & Maintenance	(2,944,203)	(3,698,588)	(3,541,165)	(10)	754,385	
(2,087,705)	(2,282,362)	(2,093,235)	(11)	194,657	Contractual Operating Costs	(21,306,034)	(21,222,925)	(20,444,894)	(11)	(83,109)	
(224,389)	(263,522)	(264,384)	(12)	39,133	Contractual Professional Services	(4,028,154)	(4,256,242)	(4,155,627)	(12)	228,088	
(434,750)	(364,873)	(319,366)	(13)	(69,877)	Wages & Benefits	(4,332,794)	(4,441,631)	(4,203,075)	(13)	108,837	
(18,252)	(64,885)	(21,830)	(14)	46,633	Other Operating Costs	(279,225)	(548,735)	(329,859)	(14)	269,510	
(358,454)	(358,454)	(133,597)		0	Bond Debt Service - 2015 Bonds	(3,942,994)	(3,942,994)	(5,173,913)		0	
0	0	0	(15)	0	Parking Tax	(2,089,669)	(2,066,250)	(2,052,709)	(15)	(23,419)	
<u>(\$3,417,037)</u>	<u>(\$3,794,955)</u>	<u>(\$3,278,198)</u>	<u>(8)</u>	<u>\$377,918</u>		<u>(\$39,730,219)</u>	<u>(\$41,183,832)</u>	<u>(\$40,761,691)</u>	<u>(8)</u>	<u>\$1,453,613</u>	
INCREASE (DECREASE) IN CASH FROM OPERATIONS											
<u>\$1,151,500</u>	<u>\$193,378</u>	<u>\$731,164</u>		<u>\$958,122</u>		<u>\$5,499,415</u>	<u>\$1,521,831</u>	<u>\$3,003,472</u>		<u>\$3,977,584</u>	
FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS											
CASH DISBURSEMENTS											
(\$125)	\$0	(\$354,457)	(16)	(\$125)	Sound Insulation Program Costs	(\$385,229)	(\$25,000)	(\$2,362,385)	(16)	(\$360,229)	
(3,913,372)	(2,581,461)	(3,336,288)	(17)	(1,331,911)	Other Facility Improvement Program Project Costs	(12,252,664)	(6,929,121)	(9,036,530)	(17)	(5,323,543)	
0	0	(40,783)	(18)	0	Regional Intermodal Transportation Center	(30,590)	0	(4,906,364)	(18)	(30,590)	
<u>(\$3,913,497)</u>	<u>(\$2,581,461)</u>	<u>(\$3,731,528)</u>		<u>(\$1,332,036)</u>		<u>(\$12,668,483)</u>	<u>(\$6,954,121)</u>	<u>(\$16,305,279)</u>		<u>(\$5,714,362)</u>	
CASH RECEIPTS FROM FUNDING SOURCES											
\$0	\$0	\$339,240	(16)	\$0	FAA Grants - Sound Insulation Program	\$303,958	\$0	\$1,912,838	(16)	\$303,958	
1,114,332	1,858,784	162,880	(19)	(744,452)	FAA Grants - Facility Improvement Program	2,134,404	2,888,522	634,007	(19)	(754,118)	
11,071	190	25,668	(20)	10,881	Other Grants	121,491	60,080	1,552,260	(20)	61,411	
0	0	0		0	Bond Proceeds Reimbursement	0	0	536,328		0	
0	0	0	(21)	0	OCIP Insurance refund	500,000	0	0	(21)	500,000	
0	0	0		0	Customer Facility Charge Receipts/Reserves	0	0	(512,960)		0	
754,595	908,987	0	(22)	(154,392)	Passenger Facility Charge Receipts/Reserves	6,887,889	1,883,094	5,630,930	(22)	5,004,795	
590,945	211,330	173,467	(23)	379,615	Facility Development Fund (Authority Reserves)	4,285,439	2,399,265	5,631,657	(23)	1,886,174	
<u>\$2,470,943</u>	<u>\$2,979,291</u>	<u>\$701,255</u>		<u>(\$508,348)</u>		<u>\$14,233,181</u>	<u>\$7,230,961</u>	<u>\$15,385,060</u>		<u>\$7,002,220</u>	
INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS											
<u>(\$1,442,554)</u>	<u>\$397,830</u>	<u>(\$3,030,273)</u>		<u>(\$1,840,384)</u>		<u>\$1,564,698</u>	<u>\$276,840</u>	<u>(\$920,219)</u>		<u>\$1,287,858</u>	
NET ACTIVITY VS. BUDGET											
<u>(\$291,054)</u>	<u>\$591,208</u>	<u>(\$2,299,109)</u>		<u>(\$882,262)</u>		<u>\$7,064,113</u>	<u>\$1,798,671</u>	<u>\$2,083,253</u>		<u>\$5,265,442</u>	
LESS USE OF AUTHORITY RESERVES											
<u>(\$590,945)</u>	<u>(\$211,330)</u>	<u>(\$173,467)</u>		<u>(\$379,615)</u>		<u>(\$4,285,439)</u>	<u>(\$2,399,265)</u>	<u>(\$5,631,657)</u>		<u>(\$1,886,174)</u>	
NET INCREASE (DECREASE) IN CASH - TOTAL											
<u>(\$881,999)</u>	<u>\$379,878</u>	<u>(\$2,472,576)</u>		<u>(\$1,261,877)</u>	<i>(see note below)</i>	<u>\$2,778,674</u>	<u>(\$600,594)</u>	<u>(\$3,548,404)</u>		<u>\$3,379,268</u>	

Notes: (a) The FY 2016 adopted budget approved use of \$4,624,500 of Authority Reserves to provide funding for the airport share of capital projects. See additional discussion at note 23.

(b) In April 2016, the Authority closed on the sale of the B-6 Trust and the Kenwood Lot properties. Net proceeds of \$63.2 million and \$2.1 million, respectively, were deposited to the Facility Development Reserve and invested in accordance with the 2016 Investment Policy.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2016 & 2015

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-end compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement/Noise Mitigation Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement / Noise Mitigation Transactions represent the activity for the Authority's capital program, which consists of (a) the Sound Insulation Program, (b) Other Facility Improvement Program Projects, and (c) the Regional Intermodal Transportation Center ("RITC"). The RITC project was completed in FY 2015.

The FY 2016 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants;
- Facility Development Funds (Authority Reserves).

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations are favorably ahead of budget FYTD May due to better than expected performance primarily in parking, concessions and filming revenues. On the accrual basis, all categories of operating revenues are favorably ahead of budget FYTD 2016 by \$2,603,394. See notes 2 through 7 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. Landing fees and fuel fees performed ahead of the budget forecast FYTD 2016. Accrual basis revenues for this line item are ahead of budget FYTD 2016 by \$108,343.

NOTE (3) – Parking Fees

Parking fee revenues performed ahead of the budget forecast. Accrual basis parking fees are \$309,964 ahead of budget FYTD 2016.

NOTE (4) – Rental Receipts - Terminal Building

Terminal Building rental receipts exceed the budget FYTD May primarily due to the timing of receipts and additional concession revenues received above the minimum annual guarantee. Accrual basis terminal building rents are \$562,459 ahead of budget FYTD 2016.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2016 & 2015

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD May primarily due to the timing of receipts. This line item includes a partial settlement from the unlawful detainer claim against Affordable Storage and reimbursement for utilities billed in FY 2015. Accrual basis other building receipts are \$618,993 ahead of budget in FYTD 2016.

NOTE (6) – Other Receipts

This category consists primarily of off-airport access fees and film location revenues. This line item favorably exceeds the budget FYTD May primarily due to strong film location revenues. Accrual basis other revenues are \$713,649 ahead of budget FYTD 2016.

NOTE (7) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes and the timing of coupon payments and individual investment maturities and sales. Accrual basis investment income, including the interest earned on loans to Rent-A-Car Companies, exceeds the budget FYTD May by \$289,986.

NOTE (8) – Cash Disbursements from Operations

Overall operating disbursements are favorably under budget FYTD 2016. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements in notes 9 through 15.

NOTE (9) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs. This line item is under budget FYTD May primarily due to lower than anticipated expenses and to the timing of payments.

NOTE (10) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs. This line item is under budget FYTD May primarily due to lower than budgeted fuel costs and the timing of payments.

NOTE (11) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs. This line item exceeds the budget FYTD May due to the timing of payments; specifically, the payment in July of May and June TBI Airport Management costs (this offsets June 2015 which was under budget by a corresponding amount). This line item is within budget on the accrual basis.

NOTE (12) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (13) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the new Memorandum of Understanding effective February 2014. Wages and benefits include overtime for film location services which are recovered through the related revenue. Wages and benefits are under budget FYTD May primarily due to savings in worker's compensation premium costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2016 & 2015

NOTE (14) – Other Operating Costs

This line item includes public relations/advertising, air service retention, license and permits and bad debt expense. This line item is under budget FYTD May primarily due to lower than expected expenditures in Air Service Retention and the timing of payments.

NOTE (15) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. April 2016 parking tax remittance, in the amount of \$497,133, covers the months of January, February and March 2016. The next remittance, covering the months of April, May and June 2016, is due July 2016.

NOTE (16) – Sound Insulation Program

The FY 2016 Sound Insulation Program expenditures represents the closeout of the single family modules in the program. A Part 150 Study is under final FAA review and upon conclusion may result in eligible multi-family and an additional number of single family residences being added to the sound insulation program in the future.

NOTE (17) – Other Facility Improvement Program Projects

Other Facility Improvement Program Projects expenditures exceed the budget FYTD 2016 by \$5,323,543 primarily due to expenditures related to the Airfield Lighting Project of \$1,335,494 for FY 2015 and \$804,997 for FY 2016, which were reimbursed from PFC funds (see Note 22), the FY 2016 Replacement Terminal Development Project expenditures, and the Runway Shoulder Rehabilitation and Runway Rehabilitation Design, which were partially reimbursed by AIP grants. The PFC Application for the Airfield Lighting Project was approved by the FAA in August 2015 and cumulative project expenditures were reimbursed from the PFC Fund in August and September 2015.

NOTE (18) – Regional Intermodal Transportation Center

The Regional Intermodal Transportation Center project was completed in FY 2015. \$30,590 of final completion expenditures related to FY 2015 were paid in the current year.

NOTE (19) – FAA Grants – Other Facility Improvement Program Projects

FAA Grants – Other Facility Improvement Program Projects are under budget FYTD May by \$754,118 due to the timing of grant reimbursements for eligible expenditures.

NOTE (20) – Other Grants

Other grants represent federal grants, other than FAA AIP grants, and local grants that fund or partially fund the Ground Access Study. \$103,141 in grant funds were received FYTD May related to the Ground Access Study, of which approximately \$25,000 related to FY 2015 expenditures.

NOTE (21) – OCIP Insurance Refund

Due to the strong safety measures taken during the construction of the RITC and other OCIP-covered projects, the Insurance Underwriter returned \$500,000 of excess OCIP reserves to the Authority. Approximately \$336,000 was related to the 2012 Bonds and was transferred to the 2012 Bonds Debt Service Fund in June. The balance was retained by the Authority.

NOTE (22) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges. A PFC Application was approved in August 2015 for the Airfield Lighting Project. Cumulative expenditures for this project were reimbursed from the PFC Fund in August and September 2015. This line item is ahead of budget FYTD 2016 due to the reimbursement for the Airfield Lighting Project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2016 & 2015****NOTE (23) – Facility Development Fund (Authority Reserves)**

The FY 2016 adopted budget programmed the use of Authority Reserves as a funding source for the airport share of capital projects. This line item exceeds the budget FYTD May primarily due to Replacement Terminal Project expenditures.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2016 & 2015

Monthly Performance					May 2016	Fiscal YTD Performance (July 2015 - May 2016)				
						Actual \$ May 2016	Budget May 2016	Actual \$ Prior Year May 2015	Note	Variance Actual Vs. Budget
\$495,713	\$410,000	\$498,870	(1)	\$85,713	Customer Facility Charge Receipts	\$5,280,256	\$4,510,000	\$5,075,327	(1)	\$770,256
94,558	101,864	191,917	(2)	(7,306)	Facility Rent	1,039,622	1,120,504	2,159,177	(2)	(80,882)
(486,380)	(486,380)	(486,008)		0	Payments to Bond Trustee for 2012 Bond Debt Service	(5,350,180)	(5,350,180)	(5,346,088)		0
(23,656)	(25,484)	(67,443)	(3)	1,828	Loan Principal Repayments to the Authority	(260,091)	(280,324)	(758,773)	(3)	20,233
<u>\$80,235</u>	<u>\$0</u>	<u>\$137,336</u>	(4)	<u>\$80,235</u>		<u>\$709,607</u>	<u>\$0</u>	<u>\$1,129,643</u>	(4)	<u>\$709,607</u>

General Comments

The debt service on the 2012 Revenue Bonds and the repayment to the Authority of the loans to the Rent-A-Car Companies ("RACs") is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service. CFCs received in May and fiscal year-to-date ("FYTD") exceeded the budget due to better than expected car rental activity.

Note (2) – Facility Rent

Facility Rent are under budget FYTD May due to the timing of receipts.

Note (3) – Loan Principal Repayments to the Authority

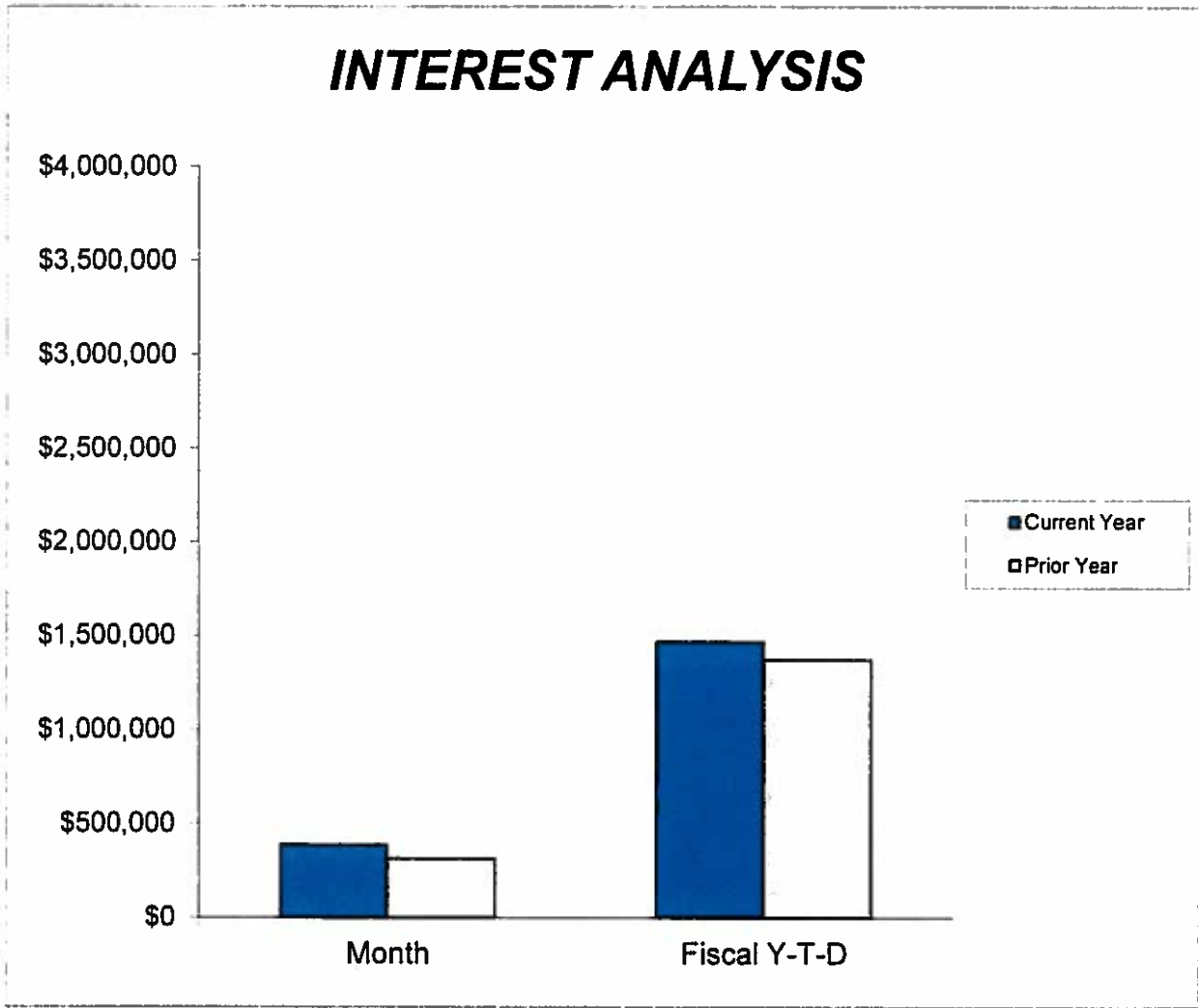
Repayments of the loan principal to the Authority from the Rent-A-Car Companies are under budget FYTD May (\$20,233) due to timing of receipts. The principal portion of the payment will be deposited as reimbursement to the Authority's Facility Development Fund. The interest portion of the loan repayment is recorded as investment income.

Note (4) – Net RITC / ConRAC Facility Payments and Collections

A positive amount in this line indicates that cash has been received above the required payment obligations. At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	May 2016	May 2015
Interest Receipts - - Month	\$386,884	\$312,755
Interest Receipts - - Fiscal Y-T-D	\$1,468,248	\$1,371,437
Month End Portfolio Balance	\$215,411,633	\$146,404,944
Yield to Maturity	0.91%	0.59%

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 6, 2016**

**AUDITOR REQUIRED COMMUNICATIONS FOR
THE FY 2016 FINANCIAL AUDITS**

SUMMARY

In accordance with applicable professional standards, the Authority's auditor, Macias Gini & O'Connell LLP ("MGO") has provided the attached letter to the Commission outlining its audit responsibilities, and planned scope and timing of the FY 2016 financial audits. Also attached is a copy of the annual engagement letter, which substantially conforms to the professional services agreement between the Authority and MGO for audit services. At the August 15, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3-0) to recommend to the Commission that it note and file these Auditor communications.

BACKGROUND

In accordance with professional standards issued by the American Institute of Certified Public Accountants ("AICPA"), MGO has issued the attached letter which (1) outlines its responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") related to the Single Audit of federal grant programs; and (2) outlines its planned scope and timing of the FY 2016 audits. The Auditor's responsibilities and management's responsibilities are detailed in the accompanying letters.

As the Committee functions as the Authority's Audit Committee, this letter provides a basic outline of the auditor's responsibilities related to the audits, together with its basic audit approach in accordance with professional standards.

Staff met with the MGO partner, manager and senior auditor on July 14, 2016, for an audit planning meeting to discuss in detail any significant accounting, auditing and reporting matters that may affect the FY 2016 financial audits, as well as to discuss the timing of audit fieldwork and reporting. Audit fieldwork will begin on September 19, 2016, with the final reports expected to be issued prior to the Thanksgiving holidays.

RECOMMENDATION

At the August 15, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3-0) to recommend to the Commission that it note and file these Auditor communications.



May 12, 2016

To the Honorable Board of Commissioners
Burbank-Glendale-Pasadena Airport Authority

We are engaged to audit the basic financial statements of the Burbank-Glendale-Pasadena Airport Authority (the Authority) for the year ended June 30, 2016. We are also engaged to perform a compliance audit of the Passenger Facility Charge Program in accordance with compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration, and of the Customer Facility Charge Program in accordance with compliance requirements set forth under the *California Civil Code Section 1936, as amended by Senate Bill (SB) 1192 and Assembly Bill (AB) 359*, and an examination on the Authority's compliance with covenants and other requirements as outlined in any the related indentures issued related to outstanding debt issues. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under Auditing Standards Generally Accepted in the United States of America, Government Auditing Standards, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)

As stated in our engagement letter dated May 12, 2016, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the Authority's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the Authority's compliance with the types of compliance requirements described in the *Office of Management and Budget (OMB) Compliance Supplement* applicable to each of its major federal programs for the purpose of expressing an opinion on the Authority's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the Authority's compliance with those requirements.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the Schedule of Expenditures of Federal Awards, Schedule of Passenger Facility Charge Revenues and Expenditures, Schedule of Customer Facility Charge Revenues and Expenditures, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately September 19, 2016 and to issue our reports no later than December 5, 2016. Mark Tillotson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

This information is intended solely for the use of the Board of Commissioners and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Macias Gini & O'Connell LLP



Certified
Public
Accountants

Sacramento
Walnut Creek
San Francisco
Oakland
Los Angeles
Century City
Newport Beach
San Diego

May 12, 2016

Board of Airport Commissioners
Burbank-Glendale-Pasadena Airport Authority
Burbank, California

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide Burbank-Glendale-Pasadena Airport Authority (the Authority) for the year ended June 30, 2016. We will audit the basic financial statements of the Authority as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards
- 2) Schedule of Passenger Facility Charge Revenues and Expenditures
- 3) Schedule of Customer Facility charge Revenues and Expenditures

We will also perform a compliance audit on the Authority's federal award programs in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), the Passenger Facility Charge Program in accordance with compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration, and the Customer Facility Charge Program in accordance with compliance requirements set forth under the *California Civil Code Section 1936, as amended by Senate Bill (SB) 1192 and Assembly Bill (AB) 359*. In addition, we will also conduct an examination on the Authority's compliance with covenants and other requirements as outlined in any Indentures issued related to outstanding debt issues.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the Uniform Guidance.
- Internal control related to the Passenger Facility Charge Program and an opinion (or disclaimer of opinion) on compliance with requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration.
- Internal control related to the Customer Facility Charge Program and opinion (or disclaimer of opinion) on compliance with requirements described in the *California Civil Code Section 1936, as amended by SB 1192 and AB 359*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; *the Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration; *the California Civil Code Section 1936, as amended by SB 1192 and AB 359*; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our Single Audit. Our report will be addressed to Board of Airport Commissioners of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Authority in the performance of our services. Any discussions that you have with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, you agree to inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

As required by the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by Federal Aviation Administration, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by Federal Aviation Administration.

As required by the *California Civil Code Section 1936, as amended by SB 1192 and AB 359*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the *California Civil Code Section 1936, as amended by SB 1192 and AB 359*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Office of Management and Budget (*OMB Compliance Supplement*) for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

The *Passenger Facility Charge Audit Guide for Public Agencies*, issued by Federal Aviation Administration requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to the program. Our procedures will consist of tests of transactions and other applicable procedures described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by Federal Aviation Administration for the types of compliance requirements that could have a direct and material effect on the Authority's program.

The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to the program in our report on compliance issued pursuant to the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by Federal Aviation Administration.

The *California Civil Code Section 1936, as amended by SB 1192 and AB 359* requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to the program. Our procedures will consist of tests of transactions and other applicable procedures described in the *California Civil Code Section 1936, as amended by SB 1192 and AB 359* for the types of compliance requirements that could have a direct and material effect on the Authority's program. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to the program in our report on compliance issued pursuant to the *California Civil Code Section 1936, as amended by SB 1192 and AB 359*.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance. Management is responsible for identifying new federal awards made after December 26, 2014 and additional funding to existing awards made after that date, which are subject to the Uniform Guidance.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud

could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Board of Airport Commissioners; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Macias Gini & O'Connell LLP (MGO) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MGO personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Authority or the Authority's oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation. However, MGO does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon expiration of the seven year period MGO shall be free to destroy our records related to this engagement.

We expect to begin our audit on approximately September 19, 2016 and to issue our reports no later than December 5, 2016. Mark Tillotson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our agreed-upon hourly rates not to exceed \$102,296. The not-to-exceed, all-inclusive maximum fees for the Single Audit Reports presume that no more than two single audit programs require testing. Should additional programs require testing, the cost of each additional program is not to exceed \$6,838. Our agreed-upon hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed

until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letter of comments received during the period of the contract. Our 2012 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Mark A. Tillotson, *Partner*
Macias Gini & O'Connell LLP

RESPONSE:

This letter correctly sets forth the understanding of Burbank-Glendale-Pasadena Airport Authority.

Management signature: _____



Title: _____

Director, Financial Services

Date: _____

5/12/2016



Carr, Riggs & Ingram, LLC
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Gainesville, Florida 32604

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(352) 375-1583 (fax)
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September 17, 2015

System Review Report

To the Partners of Macias Gini & O'Connell LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Macias Gini & O'Connell, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Macias Gini & O'Connell, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Macias Gini & O'Connell, LLP has received a peer review rating of *pass*.

Carr, Riggs & Ingram, LLC

CARR, RIGGS & INGRAM, LLC

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 6, 2016**

**SIXTH AMENDMENT TO
LEASE AND CONCESSION AGREEMENT
MCS BURBANK LLC**

SUMMARY

At the August 15, 2016, Finance and Administration Committee meeting, the Committee voted 2–0 (one abstention) to recommend to the Commission that it approve a sixth amendment to the Lease and Concession Agreement (“Agreement”) with the Airport’s food and beverage concessionaire, MCS Burbank LLC (“MCS”). The sixth amendment will provide MCS with 95 square feet of additional space at its existing Peet’s Coffee location in Terminal B to provide additional seating for its customers. The proposed Amendment will generate an additional \$8,539 annually through an increase to the minimum annual guarantee (“MAG”) and space rent combined. The new total rent for MCS will be \$1,400,695 annually.

BACKGROUND

The Authority entered into a Lease and Concession Agreement with MCS effective May 5, 1992, to operate various food and beverage concessions in the passenger terminal complex. The original ten-year term of the Agreement was extended under the second amendment to June 30, 2013, and subsequent amendments have extended the term to June 30, 2023. MCS currently leases over 14,000 square feet of terminal space which is comprised of food and beverage concession, office and storage space.

MCS is a tenant in good standing that consistently performs over the MAG. Currently MCS pays the Airport Authority the greater of MAG or percentage of gross revenues (12% food and beverage/17% alcohol). The current MAG amount is \$1,108,097 and the space rental income is \$265,626 annually.

LEASE DETAILS

<u>Effective Date:</u>	September 6, 2016
<u>Lease Term:</u>	Expires June 30, 2023
<u>Annual Adjustment:</u>	CPI Adjusted Annually
<u>MAG:</u>	Increase of \$6,863 annually
<u>Space Rent:</u>	Increase of \$1,676 annually

IMPACT ON REVENUE

The proposed sixth amendment will have a positive revenue impact to the Authority of approximately \$8,539 annually.

RECOMMENDATION

At the August 15, 2016, meeting of the Finance and Administration Committee, the Committee voted 2-0 (one abstention) to recommend to the Commission that it approve the proposed sixth amendment to the Lease and Concession Agreement between MCS Burbank LLC and the Burbank-Glendale-Pasadena Airport Authority, and to authorize the Authority President to execute same.



**SIXTH AMENDMENT TO
LEASE AND CONCESSION AGREEMENT**

This SIXTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT (this "Sixth Amendment") is dated as of _____, 2016 by and between the BURBANK- GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Lessor"), and MCS BURBANK, LLC, a Nevada limited liability company ("Concessionaire").

RECITALS

A. Lessor and Concessionaire entered into a Lease and Concession Agreement dated December 31, 2000, a First Amendment dated October 15, 2001, a Second Amendment dated September 2, 2003, a Third Amendment dated November 5, 2012, a Fourth Amendment dated May 5, 2014, and a Fifth Amendment to Lease and Concession Agreement dated February 2, 2015 (the "Agreement"), pursuant to which Concessionaire was granted a food and beverage sales concession at locations within the air passenger terminal of the Burbank-Glendale-Pasadena Airport ("Airport").

B. Lessor and Concessionaire desire to amend the Agreement to add additional space to the Premises.

THEREFORE, the parties hereto agree as follows:

1. Defined Terms. Unless this Sixth Amendment provide otherwise, capitalized terms used herein shall have the meanings set forth in the Agreement.
2. Premises. As of _____, 2016, the Premises shall be increased by an additional 95 square feet, and all references to the "Premises" in the Lease shall include such additional space. Exhibit "A" to the Lease is hereby replaced with Exhibit "A" attached hereto which includes such additional space.
3. Minimum Annual Privilege Fee; Minimum Annual Guarantee. Section 7.1.1 of the Agreement is hereby amended as of _____, 2016 to read in full as follows:

"7.1.1 Minimum Annual Guarantee; Annual Adjustment. The Minimum Annual Guarantee shall be One Million One Hundred Fourteen Thousand Nine Hundred Sixty and 20/100 Dollars (\$1,114,960.20). Beginning on January 1, 2017, and on each January 1 thereafter during the remainder of the Term ("Adjustment Date"), the Minimum Annual Guarantee shall be increased (an "Adjustment") in proportion to the percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers – all items (base years 1982-1984 = 100) for Los Angeles – Riverside – Orange County, CA (SMSA) ("Index") for the month of December immediately preceding the Adjustment Date as compared to the Index for the month of December in the immediately preceding calendar year, provided

that, in no event shall any Adjustment be greater than three percent (3%) of the amount of the Minimum Annual Guarantee immediately preceding such Adjustment. Lessor shall calculate the amount of increase in the Minimum Annual Guarantee after United States Department of Labor publishes the applicable December Index and shall give Concessionaire notice of the amount of the increase. Concessionaire shall continue to pay installments of the unadjusted Minimum Annual Guarantee until Lessor notified Concessionaire of the amount of increase. Concessionaire shall pay the amount of the increase in the Minimum Annual Guarantee, multiplied by the number of installments coming due since the Adjustment Date, with the installment of Minimum Annual Guarantee next coming due under this Agreement, and shall thereafter pay the installments of Minimum Annual Guarantee due under this Agreement at such increased rate. If the Index referred to in this section is changed, discontinued, or revised during the Term, Lessor shall use the available Consumer Price Index published by the United States Department of Labor that obtains substantially the same result provided by the Index referred to herein.

4. Section 7.2. As of _____, 2016, Section 7.2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Rental Payments. In addition to the amounts payable under Subsection 7.1, during the remaining Term of this Agreement, monthly in advance, without deduction or offset, the Concessionaire shall pay to the Lessor as Premises rent ("Rental Payment") the amount of Twenty-Three Thousand Eight Hundred Eleven and 33/100 Dollars (\$23,811.33)."

IN WITNESS WHEREOF, this Sixth Amendment has been executed by the undersigned as of the date first written above.

LESSOR:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY, a public entity

By: _____
Print Name: _____
Title: _____

CONCESSIONAIRE:

MCS BURBANK, LLC,
a Nevada limited liability company


By: 
Print Name: Steven Mann
Title: VP.

EXHIBIT "A"

REVISED DESCRIPTION OF PREMISES
(INCLUDING THE ADDED SPACE)

(Attached.)

EXHIBIT "B"

ADDITIONAL NEW CAPITAL IMPROVEMENT PROGRAM

(Attached.)

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 6, 2016**

**AIRPORT ACCESS AND FACILITIES USE AGREEMENT
CLASS VIII OPERATORS
(TRANSPORTATION NETWORK COMPANIES)**

SUMMARY

At the November 2, 2015 meeting of the Airport Authority ("Authority"), the Commission approved the Interim Airport Access and Facilities Use Agreement Class VIII Operators ("Interim Agreement") for transportation network companies ("TNCs") as well as authorization for the Executive Director to execute or terminate Agreements with TNCs on the Authority's behalf. At its August 15, 2016, meeting, the Legal, Government and Environmental Affairs Committee agreed unanimously (3-0) to recommend that the Commission approve the Permanent Airport Access and Facilities Use Agreement, Class VIII Operators ("Permanent Agreement"), a redline copy of which is attached, for TNCs and authorize the Authority President to execute same.

BACKGROUND

In April 1990 the Commission adopted Resolution No. 229, which created an off-airport access fee program for concessionaires and service providers who derive commercial benefit from the use of airport roads and curbs to provide drop-off and pick-up services to airport passengers but do not directly lease space at the Hollywood Burbank Airport ("Airport"). The program applies to the following businesses identified in the "Off Airport Access Fees Report" that is incorporated in that Resolution: rental car; hotel/motel; parking; taxi; and shuttle.

On September 19, 2013, the California Public Utilities Commission issued Decision 13-09-45, which adopted rules and regulations for TNCs. That decision defines a TNC as an organization that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using their personal vehicles. The decision established numerous safety and regulatory requirements for TNCs, including a prohibition on conducting operations on airport property without authorization by the airport owner.

In 2014 the Legislature enacted AB 2293 to amend the Passenger Charter-party Carriers' Act (Public Utilities Code Section 5351, et. seq.) to establish liability insurance coverage requirements for TNCs and their drivers. These requirements became effective on July 1, 2015.

The current Interim Agreement provides TNCs with authorized access to the Airport and currently allows for dropoff of passengers at the curb in front of the terminal. All pickups are conducted in the short-term parking structure in the designated "TNC Pick-Up Area" on the north side of the entry lane of the ground floor. Presently, TNCs are assessed a three dollar (\$3) fee for pick-up transactions only. No fees are assessed for dropoffs.

The Permanent Agreement will continue to allow TNCs to drop off at the curb in front of the terminal with pickups only occurring in the "TNC Pick-Up Area" in the short-term parking structure. However, it will provide the Authority with the ability to assess fees for both pickups and dropoffs. The drop-off fee will be the same three dollar (\$3) fee that is paid for a pick-up transaction and both fees may be subject to change with notice to the TNC. The Permanent Agreement also requires that TNCs set up a geo-fence around the perimeter of Airport property to track the activity of its driver partners. Furthermore, the Permanent Agreement includes self-reporting requirements.

DETAILS

Key components of the Permanent Agreement are as follows:

<u>Term:</u>	Initially three years and may be renewable annually thereafter based on performance with 90 days' notice prior to Expiration Date.
<u>Use:</u>	Provides authorized access to the Airport for commercial purposes at designated areas approved by the Commission
<u>Fee:</u>	Three dollar (\$3) charge for pickups and separate three dollar (\$3) charge for dropoffs
<u>Rules:</u>	Allow unloading at terminal curbside and loading at designated TNC Pick-Up Area in short-term parking structure. Vehicles must display trade dress while on Airport premises.

IMPACT ON REVENUE

For the past few months under the interim agreement, the average number of passenger pickups has been approximately 20 per hour. Based on this average and assuming a one-to-one ratio for dropoffs as well, the estimated monthly gross revenue is based on 40 transactions at three dollars (\$3) per transaction for 18 hours, which is \$64,800, or \$777,600 annually.

RECOMMENDATION

At the August 15, 2016, Legal, Government and Environmental Affairs Committee meeting, the Committee agreed unanimously (3-0) to recommend to the Commission that it approve the Permanent Airport Access and Facilities Use Agreement, Class VIII Operators, for TNCs and authorize the Authority President to execute same as well as authorize the Executive Director to execute or terminate Agreements with TNCs on the Authority's behalf.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 6, 2016**

AIRLINE SCHEDULE ANALYSIS

Staff has received notice of changes in service, fleet mix and scheduled operating times from two airlines serving Hollywood Burbank Airport. This report change is reflected in detail below and on the attached Schedule Change Analyses.

AMERICAN

Effective August 28, 2016, American Airlines made a seasonal schedule adjustment by eliminating one Tuesday and one Saturday round-trip flight to Phoenix operating during the daytime and evening hours. This schedule change will decrease the noise impact area by 0.03 acres.

ALASKA

Effective August 28, 2016, Alaska Airlines made a seasonal adjustment to its weekly schedule by eliminating one daily round-trip flight to Seattle during the daytime hours and two weekly round-trips to Portland during the evening hours. Additionally, the carrier made an equipment adjustment by adding back its B737-700 aircraft to this schedule. This schedule adjustment will decrease the noise impact area by 0.48 acres.

OVERALL IMPACT

After incorporating all schedule adjustments, the noise impact area is projected to decrease by 0.51 acres. This schedule results in a decrease of 3,412 weekly seats, or a 2.88% increase from the prior schedule, leaving the revised schedule with a combined total of 115,094 available weekly seats.

ATTACHMENTS

9/6/2016 Commission Meeting
Agenda Item 6.a.
Airport Access and Facilities Use Agreement
Class VIII Operators
(Transportation Network Companies)

AIRPORT ACCESS AND FACILITIES USE AGREEMENT

CLASS VIII OPERATORS

BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AND

[TNC name]

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EXHIBITS

- Exhibit “A” - Geo-Fence Boundaries
- Exhibit “B” - Diagram of TNC Drop-Off Area
- Exhibit “C” - Diagram of TNC Pick-Up Area
- Exhibit “D” - Non-Discrimination and Compliance with Federal Requirements
- Exhibit “E” - FAA Grant Assurances and Airport Use

AIRPORT ACCESS AND FACILITIES USE AGREEMENT

Class VIII Operators

THIS AIRPORT ACCESS AND FACILITIES USE AGREEMENT (“Agreement”) is dated [date] for reference purposes and is executed by the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency (“Authority”) and [TNC name], a [TNC state of formation and entity type] (“Operator”).

RECITALS

A. The Authority is the owner and operator of the Bob Hope Airport (“Airport”) and has the right to control the conduct of commercial activities at the Airport and the means and methods of access to the Airport and its passenger terminal and other facilities.

B. Operator is a transportation network company as defined by Public Utilities Code Section 5431(a). Operator contracts with participating drivers, as defined by Public Utilities Code Section 5431(b), to use their personal vehicles to transport passengers to and from the Airport with rides arranged through Operator’s online enabled application (“Drivers”). Operator derives substantial commercial benefit from Drivers’ use of the Airport.

C. In order to conduct its business more efficiently and profitably, Operator wishes to obtain authorized access for Drivers to access the Airport for commercial purposes, including the right to use the Airport roads and facilities for transportation of passengers and their baggage and/or the right to utilize designated areas for the loading and unloading of passengers and their baggage.

E. In furtherance of the policy of the State of California to promote commerce and tourism at publicly owned and operated airports, the Authority has considered the public safety and convenience, the quality of facilities or services to be provided by Operator, the need to conserve Airport space and avoid duplication of facilities and services serving the Airport, the impact on the existing facilities of the Airport as an essential commercial and tourist service center, the need to avoid destructive competition that may impair the quality of Airport services to the public or lead to uncertainty, disruption or instability in the rendering of such services, the need to generate revenues for the maintenance and operation of the Airport facilities and services, and the need to replace established sources of revenue to the Authority that may be diminished as a result of the operation of Operator’s business.

F. Based upon the considerations described above, the Authority is willing to grant to Operator a Commercial Operator’s Access and Facilities Use License (“Commercial Access License”) that will provide Drivers with authorized access to designated portions of the Airport for commercial purposes, including the right to use the Airport roads and designated facilities for transportation of passengers and their baggage by car, provided that Operator enters into and complies with the terms of this Agreement.

G. In consideration of the issuance to Operator of the Commercial Access License, Operator is willing to enter into this Agreement and to accept and be bound by the terms and conditions set forth herein. Operator is further willing to take steps necessary to ensure that Drivers comply with the terms and conditions set forth herein.

THEREFORE, the parties agree as follows:

Issuance of Commercial Access License

The Authority and Operator enter into this Agreement, which shall constitute a Class VIII Commercial Access License for designated portions of the Airport.

1. Term; Termination.

1.1 Term. The term of this Agreement shall commence on _____, 2016 (“Commencement Date”) and, unless extended or sooner terminated, shall expire three (3) years after the Commencement Date (“Expiration Date”).

1.2 Request to Extend. Operator may request the Authority extend the term of this Agreement for successive periods of one (1) year each. In the event that Operator desires to extend the term of this Agreement, Operator shall submit to the Authority a new Application (on the Authority’s then current form) at least ninety (90) days prior to the then applicable Expiration Date. Operator understands and agrees that the Authority: (i) is under no obligation to extend the term of this Agreement and may agree or decline to do so in its sole and absolute discretion; and (ii) at any time and in its sole and absolute discretion, may elect to provide on an exclusive basis services of the type provided by Operator or may award exclusive rights or franchises to one or more providers of commercial facilities and/or services of the type provided by Operator.

1.3 Termination Upon Event of Default. The Authority shall have the right to terminate this Agreement immediately upon the occurrence of an Event of Default.

1.4 Termination Without Cause. Each party shall have the right to terminate this Agreement at any time without cause upon the delivery to the other party of at least thirty (30) days’ prior written notice.

1.5 Consequences of Expiration or Termination. Operator acknowledges that in the event this Agreement is terminated, Authority reserves the right to prohibit Drivers from accessing any or all portions of the Airport for commercial purposes. Within thirty (30) days following the expiration or termination of this Agreement, Operator shall pay to the Authority any and all undisputed, unpaid amounts incurred and/or otherwise payable by Operator to the Authority pursuant to this Agreement or any other obligation. Notwithstanding any other provisions of this Agreement, the provisions of this Section 1.5 and Sections 11, 12, 13, and 19 shall survive the expiration or termination of this Agreement.

2. Laws, Rules and Regulations.

2.1 Compliance with Laws, Rules and Regulations. Operator and Drivers shall comply with all applicable federal, state and local statutes, regulations, rules, ordinances

and governmental orders, including all Public Utilities Commission decisions relating to transportation network companies (collectively, “Laws”). Operator and Drivers shall also comply with all rules, regulations and orders of the Authority (“Rules and Regulations”), as the Rules and Regulations may be modified by the Authority at any time and from time to time, in the Authority’s sole and absolute discretion.

2.2 Fine Schedule. If Operator or a Driver violates any term of this Agreement, the Laws, or the Rules and Regulations, then the Authority may elect to impose administrative fines against Operator on a per violation basis in accordance with the schedule described below:

Violations	Section(s)	Fine
Failure to comply with Airport use regulations	4	\$100 per incident
Failure to adhere to Driver and vehicle requirements	5, 6	\$200 per incident
Failure to maintain required vehicle insurance requirements	10	\$100 per day per vehicle
Engage in other violations of this Agreement, the Laws, or the Rules and Regulations		\$100 per incident

The Authority, including the Burbank-Glendale-Pasadena Airport Police Department (“Police Department”), may issue a “notice of violation” to a Driver if the Driver has violated this Agreement, the Laws, or the Rules and Regulations. The notice of violation will be issued directly to the Driver, and a copy of the notice shall thereafter be forwarded to Operator. The Authority will forward accumulated notices of violation to Operator on a bi-monthly basis.

Operator shall remit payment for the fine to the Authority within thirty (30) days of receiving an invoice for the notice(s) of violation and a copy of the notice(s). If Operator fails to remit payment within thirty (30) days of receipt, then the fine amount shall be increased by fifty (50) percent. If Operator fails to remit payment within sixty (60) days of receipt, then the fine amount shall be increased by one hundred (100) percent. If Operator fails to remit payment within ninety (90) days of receipt, then the Authority may suspend Operator’s license to access the Airport pursuant to this Agreement until such time that all outstanding administrative fines are paid in full.

For purposes of the preceding paragraph, payment of any fine associated with a notice of violation shall not be considered late during such time when the notice of violation is in dispute. A notice of violation is in dispute during the pendency of the following process: (1) Operator shall identify in writing any notice(s) of violation reasonably claimed to be in dispute within ten (10) days of receipt; (2) Operator shall clearly state the reasons why the notice of violation was issued in error, which shall be supported by available evidence; and (3) the Authority’s Director of Business, Property & Administrative Services or his or her designee will review the notice of

violation and supporting evidence and render a decision on whether the notice of violation was or was not issued in error. The Director of Business, Property & Administrative Services' or his or her designee's decision shall be final and not subject to appeal. Operator shall remit payment for the fine to the Authority within thirty (30) days of the final decision. If Operator fails to remit payment within thirty (30) days of receipt, then the fine amount shall be increased according to the amounts set forth in the preceding paragraph.

The Authority's right to impose the foregoing fines shall be in addition to and not in lieu of any and all other remedies or rights available to the Authority. The Authority may amend the fine schedule at any time upon thirty (30) days' notice to Operator.

2.3 Suspension or Termination based on Multiple Violations. If Drivers receive fifteen (15) notices of violation within a sixty (60) day period, then the Authority may suspend Operator's license to access the Airport pursuant to this Agreement for a period of six (6) months from the date of the fifteenth such notice of violation. If the Authority exercises its right to suspend Operator, then the Authority shall first issue Operator a written notice of suspension. The six (6) month suspension shall begin to run on the date the fifteenth written notice is transmitted to Operator. The Authority will notify Operator at such point when Operator has accumulated fifteen (15) notices of violation within a sixty (60) day period and that the Authority may exercise its right to suspend Operator.

3. Permits and Licenses.

Operator and Drivers shall procure and maintain in effect at all times all required rights, licenses, permits, approvals, consents, authorizations and registrations from governmental authorities, including the Public Utilities Commission, and other third parties required for the conduct of business at the Airport. Upon the request of the Authority, Operator shall provide evidence thereof to the Authority. Upon execution of this Agreement, Operator shall deliver to the Authority, proof of Operator's current Public Utilities Commission operator's license or certificate.

4. Use of Airport

4.1 Establishment of Geo-Fence. Operator shall establish and maintain, at its own expense, a virtual perimeter known as a "Geo-Fence" with a boundary or boundaries defined by Geographic Information System coordinates as shown in Exhibit "A". The area enclosed within the Geo-Fence boundary shown on Exhibit A is defined as the "Geo-Fence Area." The Authority may change, alter, expand, or contract Exhibit "A" at any time upon thirty (30) days' written notice to Operator, and Operator shall adjust the Geo-Fence accordingly. At minimum, the Geo-Fence shall be capable of determining each instance when a Driver enters the ~~Airport~~Geo-Fence Area for the purpose of unloading or loading customers, and the location of each drop-off or pick-up within the Geo-Fence boundary or boundaries at all times. No Driver may pass through the Geo-Fence unless the Driver has been dispatched by the Operator's mobile app, for the purpose of unloading or loading customers in accordance with Sections 4.2 and 4.3, respectively.

4.2 Passenger Unloading. Drivers shall only unload customers within the portion of the Airport terminal curbs designated as the "TNC Drop-Off Area," as depicted in

Exhibit “B” attached hereto. ~~The Authority may require~~ Operator ~~to~~shall pay an unloading fee each time a Driver enters the Airport property and unloads one or more customers at the curbside of the Airport terminal (“Unloading Fee”). A shared or pooled transaction, in which two or more separate customers share a single ride to the Airport, shall be subject to a single Unloading Fee charge. The initial Unloading Fee shall be \$3, which may be subject to change at the discretion of the Authority Commission. The Authority shall provide Operator thirty-five (35) days’ written notice before ~~imposing or~~ changing the amount of the Unloading Fee. Operator shall utilize the Geo-Fence and other systems to verify that the Unloading Fee is remitted to the Authority.

4.3 Passenger Loading. Drivers may only pick-up passengers under the following conditions: (1) Once a Driver has been dispatched by the Operator’s mobile app, he/she may enter the ~~Airport property~~Geo-Fence Area and proceed directly to the Airport short term parking structure; (2) the Driver shall enter the Airport parking structure and stop in the lane designated as the “TNC Pick-Up Area,” as depicted in Exhibit “C” attached hereto, to pick up a passenger; and (3) upon exiting the Airport parking structure, the Driver shall pay the applicable parking rate in accordance with the Authority’s parking fee schedule. Under no circumstance may Drivers conduct curbside pick-ups at the Airport terminal, stop outside the designated lane to load a passenger, or allow a passenger to enter a Driver’s vehicle directly from any Airport roadway. Operator shall utilize the Geo-Fence in order to verify compliance with this Section.

4.4 TNC Pick-Up and Drop-Off Areas. Operator acknowledges and agrees that the Authority, at any time and from time to time upon at least thirty (30) days’ prior written notice, may: (i) terminate, reduce, modify, relocate or otherwise change the TNC Pick-Up Area or TNC Drop-Off Area; (ii) limit the length of time Drivers may remain at the TNC Pick-Up Area or TNC Drop-Off Area; (iii) limit the number of Drivers permitted on the Airport premises at any one time; and (iv) vary such designations and limitations based on the time of day, the day of the week, the level of traffic congestion at the Airport, or other factors, all in the Authority’s sole and absolute discretion. In connection with each of the foregoing (i) through (iv), the Authority may from time to time establish and modify uniform rules and regulations regarding the use of such TNC Pick-Up Area or TNC Drop-Off Area, which rules and regulations shall be applied by the Authority in a non-discriminatory manner and shall be effective only upon at least thirty (30) days’ prior written notice. Operator acknowledges that the use of such TNC Pick-Up Area and TNC Drop-Off Area shall at all times be subject to the control of the Authority in its sole and absolute discretion. In no event shall a Driver leave unattended or cause to be left unattended any vehicle on any area of the Airport, except when a Driver is using the Airport for personal reasons unrelated to Operator’s commercial purposes.

4.5 Staging Prohibited. Drivers may not stage, wait, or park in any ~~area~~ of location inside the Airport ~~within the Geo-Fence~~ until a Driver has been dispatched by the Operator’s mobile app, except when a Driver is using the Airport for personal reasons unrelated to Operator’s commercial purposes. The Authority accepts no responsibility for or represents the availability of off-site locations suitable for Drivers to stage, wait, or park when not in operation on Airport property. Drivers must leave the Geo-Fence Area expeditiously after discharging customers.

4.6 Real Time Monitoring. In the event that the Authority establishes a system capable of collecting, viewing, and recording the number and location of Drivers within the Geo-Fence boundary or boundaries in real time, then Operator shall make available such real time information to the Authority in a format compatible with the Authority's system. The Authority will provide a written request to Operator for such information once it has established an operating system, and thereafter Operator shall promptly begin providing the information to the Authority. The Authority will coordinate with Operator to ensure its system is developed in such a manner as to be compatible with Operator's information systems.

4.7 Reporting. Operator shall provide the Authority with the following required data each time a Driver enters or exits the Geo-Fence with an active trip:

- a. Transaction type (i.e., drop-off, pick-up);
- b. Operator name;
- c. Date of drop-off or pick-up;
- d. Time of drop-off or pick-up;
- e. Time of entry;
- f. Time of exit;
- g. Geographical location (GPS coordinates) at Airport of drop-off or pick-up;
- h. Vehicle license plate number; and

Operator shall provide to the Authority a monthly report documenting the required data within twenty (20) days following the conclusion of each month. The Authority shall use this information for the purpose of verifying payment of Unloading Fees and parking charges and compliance with the terms of this Agreement, and all Laws, Rules and Regulations. The Authority may request additional information in the monthly reports so long as the information is reasonably capable of being obtained through the Geo-Fence or other feasible means available to Operator. If a monthly report or audit demonstrates that a Driver has conducted a passenger pick-up or drop-off at an unpermitted location, then Operator shall be responsible for all unpaid Unloading Fees and parking fees associated with the unpermitted passenger pick-up or drop-off. ~~Nothing~~The Authority will not impose fines for unpermitted passenger pick-ups or drop-offs identified solely in a monthly report; however, nothing in this paragraph shall relieve Operator of its obligation to pay any fines resulting from a notice of violation previously issued for ~~thean~~ unpermitted passenger pick-up or drop-off in accordance with Section 2.2. Operator shall not be required to provide a Driver's personally identifiable information as part of the monthly report, except that this limitation shall not prohibit the Police Department from obtaining information it is otherwise authorized to obtain by law.

4.8 Audits. Within 90 days after the end of the previous calendar year, Operator shall provide the Authority ~~a-certified~~an audited annual statement, in a form consistent with the monthly report, detailing all passenger drop-offs and pick-ups at the Airport within the

prior calendar year. In addition, the Authority reserves the right to periodically audit Operator's records with respect to its operation at Airport, but in no case more than twice per calendar year and only upon prior written notice by the Authority. For the term of this Agreement, all such audits shall take place in Operator's corporate offices within the state of California or at an otherwise agreed upon location. Operator shall allow the Authority to view all information reasonably necessary to verify Operator's compliance with this Agreement, as well as access historical information in both report and map format. The Authority shall be able to view all information required by this Agreement for Drivers.

4.9 Monthly Payment of Unloading Fees. All Unloading Fees payable to the Authority shall be paid by Operator to the Authority on a monthly basis. Monthly payments are due in full each month and shall be remitted via check or wire payable to the Authority. The monthly payments shall be supported by and submitted in conjunction with the monthly report described in Section 4.7 within twenty (20) days following the conclusion of each month.

5. Vehicles.

The following conditions shall apply to all vehicles owned or operated by a Driver while in service using the Operator's online enabled application.

5.1 Maintenance. Vehicles shall be maintained in an undamaged and safe operating condition. Vehicles shall be subject to inspection by the Authority while in use on Airport property as necessary to enforce the terms of this Agreement. Any vehicle inspection conducted by the Authority shall comply with the prohibition against discrimination as required under this Agreement and outlined in Exhibit "D". [The Authority's failure to inspect any vehicle shall not constitute a breach of this Agreement, failure to exercise any duty, or other improper action by the Authority. The Authority shall not be responsible for the condition or operation of any vehicle.](#)

5.2 Trade Dress. Vehicles present on the Airport premises shall conspicuously display Operator's trade dress on file with the Public Utilities Commission.

5.3 Vehicle Condition. Vehicles shall, at all times, be in a neat, clean and safe condition. Passenger seating areas shall be free of debris, trash and odors. Seating areas and interior surfaces shall be in good condition and free of rips and tears. The vehicle speedometer shall be in plain view of all passengers. Exteriors shall be clean, free of damage, and windows shall be clean. Vehicles not in compliance with the above may be denied access to the Airport.

6. Drivers.

Operator shall inform Drivers of their obligation to comply with all provisions of this Agreement, including all of the Rules and Regulations of the Authority relating to Airport traffic and the directions and instructions of Airport police and other Airport traffic enforcement personnel. Drivers shall wear clean and neat appearing clothing and shall exhibit courteous, polite and inoffensive conduct and demeanor. Upon objection from the Authority concerning the conduct, demeanor, or appearance of any Driver, Operator shall promptly and without delay take all steps necessary to correct or to remove the cause of the objection. The Authority's approval and removal rights under this Section shall be limited to conduct arising under this Agreement

and the Commercial Access License, and shall not constitute, or be construed to constitute, any right to terminate or cause the termination of or interference with any contractual relationship between Operator and its Drivers; nor shall the exercise of such approval or removal rights be deemed to have in fact caused or contributed to the termination of or interference with any contractual relationship between Operator and its Drivers.

7. No Interference.

Operator and Drivers shall not do or permit to be done anything which interferes with the free access to the streets, roads, parking lots, curb areas, entryways, exits, sidewalks or any other areas of the Airport, or in any way hinders or impairs the operation of the Airport. In addition, Operator and Drivers shall not hinder police, traffic enforcement, fire fighting or other emergency personnel in the discharge of their duties.

8. Nuisance.

Operator and Drivers shall not use or permit the use of any area of the Airport in any manner that will: (i) tend to create or permit any waste or a nuisance at the Airport; (ii) tend to disturb the Authority, any other transportation network companies, or any tenants, concessionaires, licensees, users or customers of the Airport or the general public; or (iii) increase the premiums for or cause the cancellation or termination of any insurance policies covering the Airport.

9. No Advertisement of Solicitation.

No Driver, employee, contractor, official or agent of Operator shall solicit business in any manner whatsoever upon any areas of the Airport, except by electronic means using Operator's mobile app. Operator shall not place or permit the placement of any advertisements, telephones or other facilities or equipment, or starters, skycaps, porters, booth personnel, agents or other personnel, in or on the curbs, sidewalks, terminal buildings or any other areas of the Airport, without prior approval from the Authority.

10. Insurance.

10.1 Transportation Network Company Insurance. Operator shall maintain transportation network company insurance in accordance with Public Utilities Code Section 5433. All Drivers must be included under Operator's transportation network company insurance. All Drivers must have valid automobile insurance meeting the minimum requirements for the State of California. Operator represents and warrants that its Drivers satisfy the requirements of this Section when operating on Airport property.

10.2 Commercial General Liability. Operator shall maintain Commercial general liability insurance written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and in the annual aggregate. Such coverage shall include premises/operations, broad form contractual, independent contractors, broad form property damage and personal injury.

10.3 Workers' Compensation. Operator shall maintain Workers' Compensation insurance written in accordance with California statutory limits.

10.4 Insurer Requirements. Each insurance policy required to be maintained by Operator pursuant to this Section shall be obtained from an insurance company authorized to conduct business in California and having a rating of not less than A-VIII in A.M. Best's Insurance Guide or otherwise acceptable to the Authority. To the extent permitted by law, use of self-insurance is deemed to satisfy Workers' Compensation insurance requirements under this Agreement.

10.5 Adjustment of Required Insurance. Operator acknowledges, understands and agrees that the types and amounts of insurance coverages required to be maintained by Operator pursuant to this Section may become inadequate during the term of this Agreement, and Operator agrees that it shall add or modify such insurance or coverages and increase such minimum limits of liability by such amounts as may be required at any time and from time to time by the Authority.

10.6 Certificates of Insurance. Concurrently with the execution and delivery of this Agreement, Operator shall deliver to the Authority certificates of insurance evidencing that all insurance has been obtained and is being maintained by Operator as required in this Section, together with copies of endorsements (i) requiring the insurers to give to the Authority at least thirty (30) days' prior written notice sent by registered mail of any cancellation, non-renewal or reduction in coverage (ten (10) days in the event of cancellation for nonpayment of premium), and (ii) with respect to the Operator's transportation network company insurance and commercial general liability insurance, covering (a) Operator and its officers, directors, employees, agents, representatives and contractors and any other persons and entities for whose acts or omissions Operator is responsible (collectively, "Operator Parties") as named insureds, and (b) the Authority, TBI Airport Management, Inc., as manager of the Airport, and each of the Cities of Burbank, Glendale and Pasadena, California, and their respective commissioners, officials, officers, directors, employees, agents, representatives and contractors (collectively, "Authority Parties") as additional insureds in a form acceptable to the Authority. The failure of Operator to provide such certificates of insurance, together with such endorsements, or the subsequent receipt by the Authority of a notice of cancellation, non-renewal or reduction in coverage under the insurance policy(ies) by Operator's insurance company(ies), unless Operator replaces such coverage with comparable coverage in accordance with the requirements of this Section, shall constitute an Event of Default. All insurance required to be maintained by Operator pursuant to this Section shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Authority Party and all policies shall be endorsed to this effect.

10.7 No Limitation of Liability. Operator acknowledges and agrees that the limits of liability provided in the insurance policies required to be maintained by Operator pursuant to this Section shall in no event be considered as limiting the liability of Operator under this Agreement.

10.8 Waivers of Subrogation Rights. All insurance policies required to be maintained by Operator pursuant to this Section, except workers' compensation insurance, shall

include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against any of the Authority Parties.

11. Indemnity.

To the fullest extent permitted by law, Operator shall defend, indemnify and hold harmless the Authority Parties from and against, any and all third party demands, claims, actions, proceedings, causes of action, damages, awards, penalties, fines, assessments, forfeitures, judgments, losses, liabilities, obligations, costs and expenses, including attorneys' fees (collectively, "Claims"), arising out of, resulting from or relating to or purported to have arisen out of, resulted from or to be related to, (i) any act or omission of Operator or any other Operator Parties under or in connection with this Agreement or otherwise in connection with the conduct or operation of Operator's ground transportation business at the Airport, except to the extent arising from or related to any grossly negligent act or omission or the willful misconduct of the Authority or the Authority Parties; (ii) any act or omission of Operator or any other Operator Party. Notwithstanding any other provision of this Section, each Authority Party seeking indemnification under this Section shall have the right to (x) approve of any legal counsel engaged by Operator or its insurance carrier to defend any Claim, (y) engage legal counsel of its own choice (a) in the event that such Authority Party determines that there is a conflict between the interests of Operator and/or its insurance carrier, on the one hand, and the interests of such Authority Party, on the other hand, with respect to any Claim; (b) in the event of any material disagreement as to the manner, method or handling of the defense of any Claim; and/or (c) otherwise to the extent such Authority Party determines is required to protect its interests with respect to any Claim, and the costs of such legal counsel described in (x) and (y) shall be paid for by Operator as part of its indemnity obligations under this Section.

12. Representations and Warranties of Operator.

Operator represents and warrants to the Authority, for its specific reliance thereon in executing this Agreement and issuing the Commercial Access License, that (i) all information contained in the Application is true, accurate and complete, (ii) this Agreement, the Commercial Access License and the consummation of the transactions contemplated hereby, have been duly authorized by Operator, (iii) no consents, approvals or authorizations of any other person or entity are required for the execution, delivery or performance of this Agreement or the Commercial Access License, and (iv) neither this Agreement nor the Commercial Access License violate or constitute a breach of any Law or any other agreement, contract, license, permit, instrument, judicial order or other document to which Operator is a party or to which it or its assets or properties are subject. Operator shall promptly and without delay notify the Authority in writing of any change in any of the information provided to the Authority in connection with this Agreement, the Commercial Access License or the Application, or if any of such information is or becomes false or misleading.

13. The Authority is Not Responsible.

Operator acknowledges that, except as specifically set forth herein, neither the Authority nor any other Authority Party has made any representation, warranty, covenant or agreement regarding the Airport, including any representations or warranties relating to its condition or operations. Operator hereby releases the Authority from and waives any and all claims and

liability for losses of, or damage to or loss of use of, Operator's property or injury to or death of any Operator Party, invitees or customers arising out of or in any way connected with the Operator's business or conduct under this Agreement, except for any such loss of or damage to property or injury to or death of Operator Party, invitees or customers caused by the gross negligence or willful misconduct of the Authority, its officers, agents, or employees.

14. Default.

14.1 Events of Default

Each of the following constitutes an Event of Default:

14.1.1 Failure to License. Any failure of Operator or an Operator Party to have any right, license, permit, approval, consent, authorization or registration necessary for the proper and lawful conduct of Operator's ground transportation business at the Airport pursuant to this Agreement or the Commercial Access License.

14.1.2 False or Misleading Information. Any representation or warranty made by Operator under or in connection with the Application or this Agreement shall prove at any time to have been incorrect, false or misleading.

14.1.3 Failure to Comply. Any violation of or failure to perform or comply with any of the covenants, agreements, obligations, conditions, provisions or restrictions contained in this Agreement or the Commercial Access License that is not cured by Operator within ten (10) days following written notice to Operator of such violation or failure.

14.1.4 Insolvency. The occurrence of any of the following: (i) Operator admits in writing its inability to pay its debts as they mature; (ii) Operator makes a general assignment for the benefit of creditors, or approves of, consents to or acquiesces in the appointment of a trustee, receiver or liquidator for itself or any portion of its assets; (iii) a trustee, receiver or liquidator is appointed for Operator, or for any substantial portion of its assets, without Operator's consent, and is not discharged within sixty (60) days after such appointment; (iv) any proceeding is commenced by Operator under any bankruptcy, reorganization, insolvency, readjustment of debt, arrangement, receivership or liquidation law or statute or the federal or any state government; or (v) any proceeding under any bankruptcy, reorganization, insolvency, readjustment of debt, arrangement, receivership or liquidation law or statute or the federal or any state government is instituted against Operator and remains undismissed for sixty (60) days, or Operator by any action or answer approves of, or consents to, any such proceeding or admits the material allegations respecting insolvency or its inability to meet its financial obligations or default in answering a petition filed in any such proceeding.

14.1.5 Excess Notice of Violations. Drivers' receipt of fifteen (15) notices of violation after Operator's completion of a suspension imposed pursuant to Section 2.3 above.

14.2 Remedies

Upon the occurrence of any Event of Default, in addition to any and all other rights and remedies of the Authority, whether at law or in equity, the Authority shall have the right to terminate this Agreement and the Commercial Access License.

15. No Assignment.

15.1 General. Operator shall not in any manner, directly or indirectly, voluntarily or involuntarily or by operation of law or otherwise, assign, hypothecate, transfer or encumber this Agreement or the Commercial Access License, or any right hereunder or thereunder or delegate any duties or obligations under this Agreement or the Commercial Access License, directly or indirectly, voluntarily or involuntarily or by operation of law or otherwise without the Authority's prior written approval, which shall not be unreasonably withheld.

16. Non-Discrimination and Compliance with Federal Requirements.

Operator shall comply with the provisions of Exhibit "D" attached hereto and by this reference made a part hereof regarding nondiscrimination, as the same may be amended by the Authority from time to time.

17. Compliance with FAA Grant Assurances and Airport Use.

Operator acknowledges and understands that the Authority is obligated to comply with the provisions of Exhibit "E" attached hereto and made a part hereof constituting Federal Aviation Administration ("FAA") grant assurances. Operator agrees that neither Operator nor any of the other Operator Parties shall do anything that will cause or contribute to the violation by the Authority of any of the provisions of Exhibit "E".

18. Public Records. Any information that Operator provides to the Authority pursuant to this Agreement shall be considered private and confidential to the extent authorized by law. Notwithstanding the foregoing, Operator acknowledges that the Authority is subject to the California Public Records Act (the "Act") and that some or all of the information provided by Operator may be disclosable thereunder. In the event a public records act request for Operator's information is received, the Authority shall provide Operator with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent the Authority from complying with the requirements of the Act. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

19. Miscellaneous.

19.1 Notices

All notices, requests, demands and other communications given, or required to be given under this Agreement and the Commercial Access License, shall be in writing, duly addressed to the parties as follows:

To Authority: Executive Director
BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY
2627 Hollywood Way
Burbank, CA 91505

To Operator: _____

Any notices properly addressed, sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after they are deposited in the United States mail, postage prepaid. Notices shall be deemed delivered and received at the time delivered if properly addressed and delivered to the addresses set forth in this Section during normal business hours or personally delivered to the person to whose attention they are addressed or sent by confirmed telecopy to a party's regular business telecopier during regular business hours. Notice sent by any other manner shall be effective upon actual receipt of the addressee. Any party may change its address for purposes of this Section by giving notice to the other party as provided in this Section.

19.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings and agreements of the parties, including prior interim Airport access and facilities use agreements, with respect to the subject matter hereof. No supplement, modification or amendment of this Agreement, or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.

19.3 Severability. If any portion of any provision of this Agreement, or any one or more such provisions, is hereafter declared invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remainder of such provision or of any other provisions of this Agreement.

19.4 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California and, to the extent applicable, the rules and regulations of the FAA.

19.5 Remedies; Waiver. The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available under any other agreement between the parties or at law or in equity. The exercise of any remedy shall not be deemed to be an election of remedies. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement, and no waiver shall be binding unless executed in writing by the party making the waiver.

19.6 Modification. Except as otherwise provided in this Agreement, no change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties.

19.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

19.8 Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be awarded costs and reasonable attorneys' fees in the defense, prosecution or appeal thereof as a part of the judgment eventuating in such action.

19.9 Time. Time shall be of the essence in complying with the terms, conditions and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Type or print name of Operator:

By: _____

Authorized Signature

Name of signer: _____

Title of signer: _____

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____

Authorized Signature

Name of signer: _____

Title of signer: _____

EXHIBIT "A"

GEO-FENCE BOUNDARIES

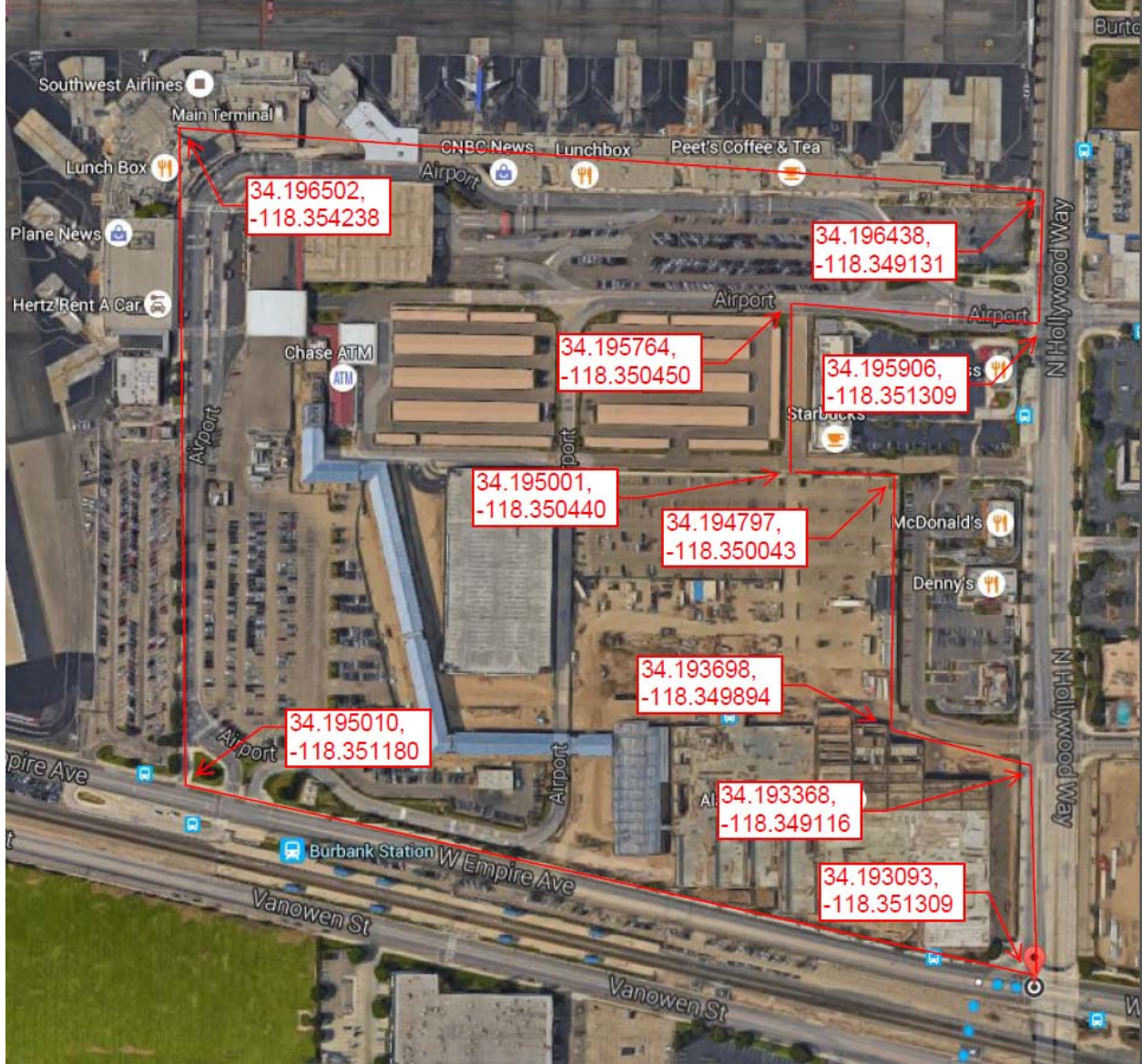


EXHIBIT "B"

DIAGRAM OF TNC DROP-OFF AREA

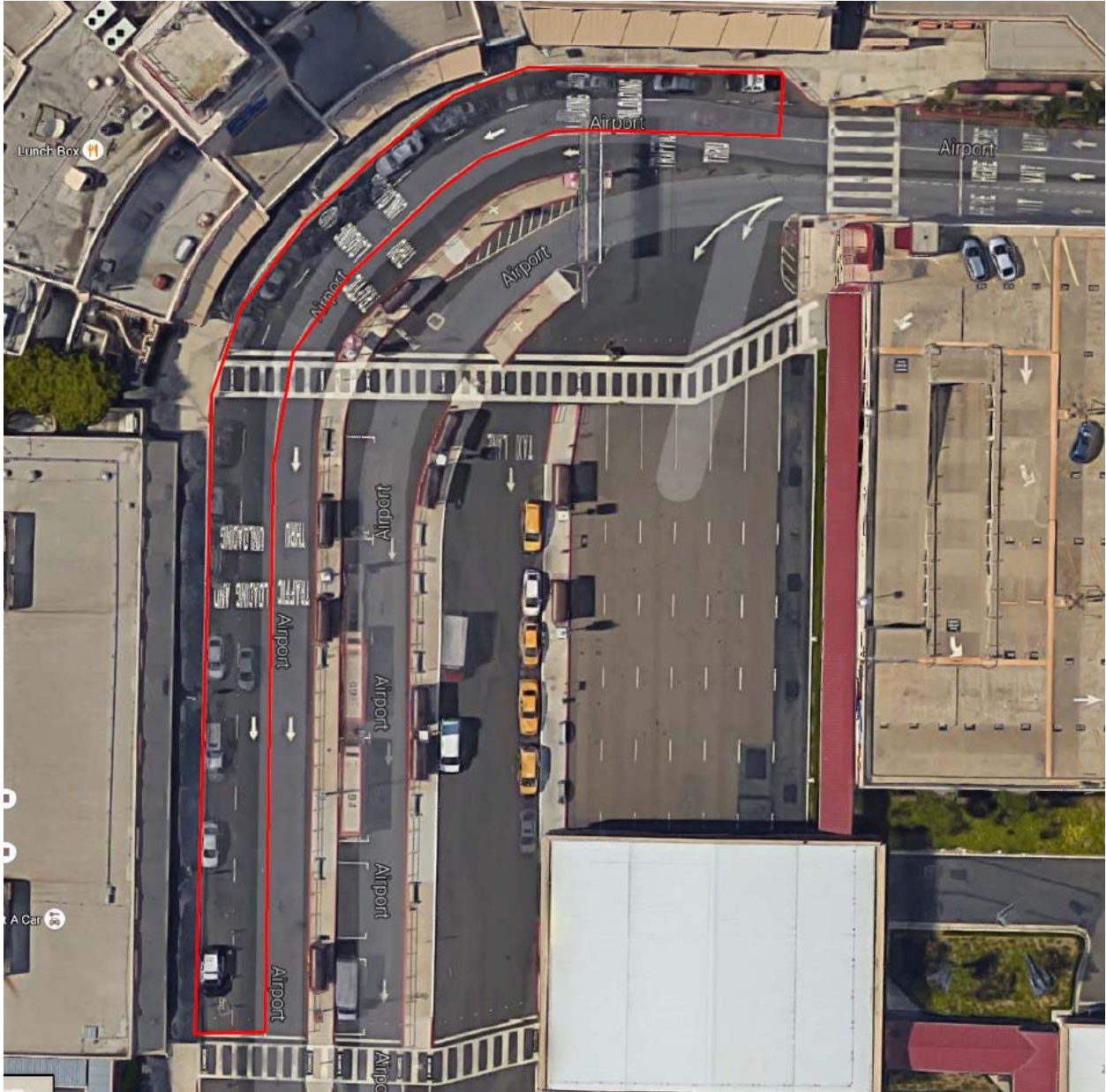


EXHIBIT "D"

FAA GRANT AGREEMENT ASSURANCES - NONDISCRIMINATION

During the performance of the Agreement, Operator agrees as follows:

1. Compliance with Regulations. Operator shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, 49 CFR Part 21, which are herein incorporated by reference and made a part of the Agreement.

2. Nondiscrimination. Operator shall not discriminate on the grounds of race, color, or national origin in the selection and retention of its employees. Operator shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Nondiscrimination Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Nondiscrimination Regulations.

3. Information and Reports. Operator shall provide all information and reports required by the Nondiscrimination Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish this information, Operator shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

4. Sanctions for Noncompliance. In the event of Operator's noncompliance with the nondiscrimination provisions of the Agreement, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:

4.1 Withholding of payments to Operator under the Agreement until Operator complies, and/or

4.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

EXHIBIT "E"

FAA GRANT AGREEMENT ASSURANCES

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 — Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 — Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 — Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 — Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 — Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and

Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project

supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved

plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on

the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of

the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations

substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any

exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value

of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

- 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the

earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or

owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

- 1) Describes the requests;

- 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**Branding
Presentation
Version 1**

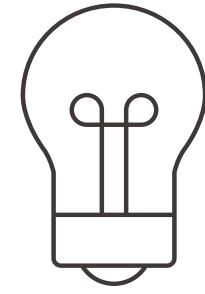
Executive Summary

September 6, 2016

Hollywood

Burbank

Airport



We have a new name.

**Now we need to establish an identity
which visually conveys who we are
and what we stand for.**

What is Hollywood Burbank Airport?

- **Convenient**
- **The gateway to Southern California**
- **A central access point for popular travel destinations**
- **Making transportation convenient both in the air and on the ground**
- **Fueled by a rich aviation history**
- **An iconic local facility that has served the community faithfully for decades**
- **At the juxtaposition of the storied film histories of both Burbank and Hollywood**

What is a Logo/Brand Identity?

BRAND IDENTITY - *The outward expression of a brand, a brand identity reflects how a company wants to be perceived by consumers. Each of its components—name, logo, tone, tagline, typeface, etc—is essential to setting a brand apart from its competitors and defining the target image for a brand in the marketplace.*

LOGO - *noun, plural logos.*

Also called logotype. a graphic representation or symbol of a company name, trademark, abbreviation, etc., often uniquely designed for ready recognition. The core of a brand identity.

Basic Ground Rules in Logo/Brand Identity Creation

- **Synthesize defined elements related to the airport, its business and its geographic location**
- **Ensure end result is aesthetically pleasing, balanced and evocative**
- **Create a unique graphic**
- **Ensure graphic will work across platforms**
- **Ensure modularity to allow for evolving design styles**
- **Ensure graphic is relevant for present and future use and is timeless in nature**

History of the Airport Logos

United Airport (1930-1934)



Union Air Terminal (1934-1940)



Lockheed Air Terminal (1940-1967)



Hollywood Burbank Airport (1967-1978)



Burbank Glendale Pasadena Airport (1978-2003)



Bob Hope Airport (2003 - 2016)



Logos of California Airports



Logos of USA Airports



Logos from International Airports



Rebrands and Trends

Before



After



Before



After



Established Overall Objectives

The identity must:

- Represent the essential values of the Airport
 - Represent Hollywood & Burbank while avoiding cliché
 - Exhibit a modern feel to establish a future-forward identity
 - Capture the heart and soul of the brand.
 - Feel unique and strong
 - Be modular and scalable
 - Incorporate a color palette that is inviting and attractive
- which will be part of the creation of the style guide.

Categories



Over the past six months we have presented a wide array of logo identities to the Operations and Development Committee and the Airport Staff. Through this collaborative process, we have been able to narrow down the final options to the three versions presented here. Each of these options fits within a selected category that is defined by a distinct style and personality that is embodied in each logo's style and treatment. Here are the three categories.

CONTEMPORARY

TRADITIONAL

RETRO

The Logos/Identities Summary



Concept 1 (CONTEMPORARY) is the most modular and scalable of the identities presented. Abstract in nature, it incorporates an array of elements that are endemic to the Airport including the HB monogram, the film/entertainment industry and the Airport's aviation history. The subtle tribute to Burbank, Glendale, Pasadena and Hollywood places the Airport at the center and establishes this mark as a holistic representative of many of the things that are essential to the Airport's identity. The streamlined look and feel lends itself to a top-line identity system that is future-forward but tethered to the Airport's past and present.

Identity Attributes:

- The foundation of this identity is the Hollywood searchlights,
- The original searchlight shape is altered to make it more aesthetically pleasing and to incorporate additional elements.
- The shapes are balanced to incorporate the shapes of the letters H and B.
- Within the overall H shape, two silhouetted plane shapes merge. These are abstracts of a F-117 fighter jet, the last jet developed by Lockheed at the Airport.
- The balanced shape has four defined corners that resemble the tail of an aircraft.
- Each corner represents a geographic area that is vital to the Airport: Burbank, Glendale, Pasadena and Hollywood. The Airport sits at the intersection of these four areas and is represented by the diamond shape at the center.



Concept 2 (TRADITIONAL) is lightweight and streamlined with an inherent symmetry that is pleasing to the eye. Of the identities presented, its tie to the business of the Airport is the most literal though it is rendered in an abstract way. Minimalist and flexible, this identity system will retain its integrity across platforms.

Identity Attributes:

- Negative space from the original HB monogram provided the foundation for this logo
- The central plane shape is noticeable yet subdued, appearing as one cohesive shape with visible wings and stabilizer.
- The mark feels balanced and is symmetrical with an overall feel that is both contemporary and classic.

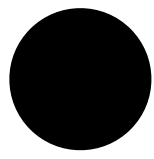
The Logos/Identities Summary



Concept 3 (RETRO) is a mark inspired by the innovative style and speed of various historical and industry elements. Retro yet streamlined, the logo evokes movement and flow with an attractive aesthetic that is not only visually pleasing, but one that also represents the Airport’s dynamic history. This mark is bold, inspiring and timeless—all characteristics of the Hollywood Burbank Airport.

Identity Attributes:

- The retro elements combined with the streamlined shapes give this logo a sleek, architectural feel while communicating a cohesive graphic style that can be used across platforms.
- Iconic elements like the original United Airport eagle wing and the Boeing 727 Aircraft have been incorporated through the mark’s central axis, creating an aesthetically pleasing graphic.
- The H & B letters were then combined to form a cohesive partnership that evokes movement and flow.
- The overall design is bold and balanced, fusing cutting-edge typography and the noble components of the Airport’s illustrious history to create a meaningful logo that is evocative of its rich past and soaring present.
- The system is unique and scalable, boasting a future-forward design that creatively represents the cities of Hollywood and Burbank.



CONTEMPORARY

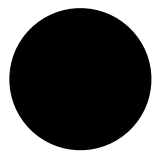


TRADITIONAL



RETRO





CONTEMPORARY



Hollywood Burbank
Airport

TRADITIONAL



HOLLYWOOD
BURBANK
A I R P O R T

RETRO



HOLLYWOOD
BURBANK
AIRPORT

ANYONE

THANK YOU