



October 3, 2024

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, October 7, 2024, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of October 7, 2024

9.00 A.M.

The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.



Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

- *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 Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.*



The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



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 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



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.

AGENDA

Monday, October 7, 2024

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee
 - (i) September 4, 2024 **[See page 1]**
 - 2) Finance and Administration Committee
 - (i) August 19, 2024 **[See page 3]**
 - 3) Legal, Government and Environmental Affairs Committee
 - (i) August 19, 2024 **[See page 6]**
 - b. Commission Minutes
(For Approval)
 - 1) September 16, 2024 **[See page 8]**
 - c. Auditor's Required Communications – The FY 2024 Audits **[See page 14]**
 - d. Professional Services Agreement
Trifiletti Consulting, Inc. **[See page 20]**
6. ITEMS FOR COMMISSION APPROVAL
 - a. Approval of Aid-in-Construction Payment Deposits
Replacement Passenger Terminal Project **[See page 37]**
 - b. Tree and Landscaping Guaranty
Replacement Passenger Terminal Project **[See page 42]**

c. Avion Burbank Retaining Wall Finish
Replacement Passenger Terminal Project

[See page 50]

d. Citizen's Advisory Committee Appointments

[See page 55]

7. ITEMS FOR COMMISSION INFORMATION

a. Replacement Passenger Terminal Project Construction Update

8. CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation (California Government Code Section 54956.9(d)(4)):
1 potential case

b. PUBLIC EMPLOYEE APPOINTMENT
(California Government Code Section 54957(b))
Title: Executive Director

9. PULLED FROM CONSENT CALENDAR

10. EXECUTIVE DIRECTOR COMMENTS

11. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on
their activities, and request an agenda item for future meetings.)

12. PUBLIC COMMENT

13. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, October 7, 2024

[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 MINUTES. Approved minutes of the Executive Committee meeting of September 4, 2024; Finance and Administration Committee meeting of August 19, 2024; and the Legal, Government and Environmental Affairs Committee meeting of August 19, 2024, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the minutes of the Commission regular meeting of September 16, 2024, is included in the agenda packet for Commission review and approval.
- c. AUDITOR'S REQUIRED COMMUNICATIONS – THE FY 2024 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 2024 audits. At its meeting on September 16, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve to note and file this Auditor communications letter.
- d. PROFESSIONAL SERVICES AGREEMENT – TRIFILETTI CONSULTING, INC. A staff report is included in the agenda packet. At its meeting on August 19, 2024, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 abstention) to recommend that the Commission approve a proposed Professional Services Agreement with Trifiletti Consulting Inc. to continue providing environmental consulting services in support of the Authority's Memorandum of Understanding with the South Coast Air Quality Management District and the implementation of the Airport's voluntary measures identified in the Air Quality Improvement Plan. The proposed Agreement is for the period from November 1, 2024, through October 31, 2025.

6. ITEMS FOR COMMISSION APPROVAL

- a. APPROVAL OF AID-IN-CONSTRUCTION PAYMENT DEPOSITS - REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. At its meeting on October 2, 2024, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve two Aid-In-Construction deposit requests from the City of Burbank: 1) \$3,228,200 for Phase 2 (17 MVA Temporary Terminal Power) substructure installation including labor and materials, conduits, manholes and pull boxes; and 2) \$7,110,070 for Phase 2 (Temporary Terminal Power) 12kV Distribution installation including

labor, balance of material, pad mount switches and partial 12kV conversion of the Clybourn substation.

- b. TREE AND LANDSCAPING GUARANTY - REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. At its meeting on October 2, 2024, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve the attached Tree Canopy and Landscaping Guaranty for the benefit of Burbank Industrial Investors II, owner of the development known as Avion Burbank.
- c. AVION BURBANK RETAINING WALL FINISH – REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. At its meeting on October 2, 2024, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve a proposed finish for the retaining wall at the Avion Burbank property line in the amount of \$2,400,000. This finish is to maintain the aesthetics of wrought iron fence structure, trees and landscaping that was installed at the Avion development and removed for the construction of the retaining wall and electrical vault for the Replacement Passenger Terminal Project.
- d. CITIZENS ADVISORY COMMITTEE APPOINTMENTS. A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government, and Environmental Affairs Committee at its meeting immediately prior to the Commission meeting, Staff seeks a recommendation from the Commission that it appoint Citizen’s Advisory Committee nominees provided by the Cities of Burbank, Glendale, and Pasadena.

7. ITEMS FOR COMMISSION INFORMATION

- a. REPLACEMENT PASSENGER TERMINAL PROJECT CONSTRUCTION UPDATE. No staff report attached. Staff will update the Commission on the status of construction of the Replacement Passenger Terminal Project.

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

WEDNESDAY, SEPTEMBER 4, 2024

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:05 a.m., by Commissioner Najarian.

1. ROLL CALL

Staff announced that Commissioner Hampton would be participating remotely under AB 2449 under the “Just Cause” provision for childcare matters.

Present:

Commissioners Talamantes, Najarian; and Commissioner Hampton (Remote participation under AB 2449)

Absent

None

Also Present:

Staff: John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development

Perry Martin, PMP, Sr. Program Manager, Jacobs Project Management Co.

Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon

2. Approval of Agenda

Motion

Commissioner Talamantes moved approval of the agenda, seconded by Commissioner Hampton.

Motion Approved

The motion was approved (3–0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. August 7, 2024

Commissioner Talamantes moved approval of the Committee minutes for the meeting held on August 7, 2024. Commissioner Hampton seconded the motion. There being no objections, the motion was approved (3–0).

5. Items for Approval

a. Approval of Aid-in-Construction Payment Deposits – Replacement Passenger Terminal Project

Staff requested a recommendation from the Executive Committee to the Commission to approve Aid-In-Construction deposit request Numbers 8 and 9, from the City of Burbank for:

1. \$9,257,700 for Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12kV community substation as part of the Replacement Passenger Terminal Project site. This phase is expected to be complete by 2029.
2. \$200,000 for Phase 3 (Permanent Power) transmission and distribution engineering for the substation.

Motion

Commissioner Hampton motioned for approval, seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (3–0).

6. Items for Information

b. Committee Pending Items

Staff informed the Committee of future pending items that will come to the Committee for review.

7. Adjournment

There being no further business, the meeting adjourned at 9:20 a.m.

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

MONDAY, AUGUST 19, 2024

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 12:03 p.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Quintero, and Ovrom

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services

Also Present: James Wilkinson, Columbia Threadneedle Investments; John Dempsey, Columbia Threadneedle Investments; Ron Stahl, Columbia Threadneedle Investments;

2. Staff Announcement: AB 23

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 in attendance is entitled to receive and shall be provided \$200.

3. Approval of Agenda

The agenda was approved as presented.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3–0).

4. Public Comment

There were no public comments.

Staff requested that the next item be taken out of order. The Committee Chair approved the request.

8. Items For Discussion

**a. CMIA Quarterly Report
(April 1, 2024 – June 30, 2024)**

Staff introduced James Wilkinson of Columbia Threadneedle Investments, the Authority's investment advisor, who participated via teleconference.

Mr. Wilkinson and his colleagues, John Dempsey and Ron Stahl, also participating via teleconference, presented a

- quarterly update on the status of the Authority’s Operating and Passenger Facility Charge Investment portfolios for the period April 1, 2024 – June 30, 2024.
- Motion** Commissioner Quintero moved approval to note and file the reports; seconded by Commissioner Ovrom.
- Motion Approved** The motion was unanimously approved (3–0).
- 5. Approval of Minutes**
- a. July 15, 2024** A draft copy of the minutes of the meeting of July 15, 2024, were included in the agenda packet for review and approval.
- Motion** Commissioner Ovrom moved approval of the minutes; seconded by Commissioner Quintero.
- Motion Approved** The minutes were unanimously approved (3–0).
- 6. Treasurer’s Report**
- a. May 2024** A copy of the May 2024 Treasurer’s Report was included in the agenda packet for the Committee’s review.
- Motion** Commissioner Ovrom moved approval to recommend that the Commission note and file this report; seconded by Commissioner Quintero.
- Motion Approved** The motion was approved (3–0).
- 7. Items for Approval**
- a. License Agreement – City of Burbank on Behalf of Burbank Water and Power** Staff presented to the Committee for approval a proposed License Agreement with the City of Burbank for Burbank Water and Power to temporarily install an electrical transformer and riser pole on Authority property. This installation will enable BWP to continue its efforts to upgrade aging transformers and mitigate future power disruptions.
- Motion** Commissioner Ovrom moved approval; seconded by Commissioner Quintero.
- Motion Approved** The motion was approved (3–0).
- 9. Items for Information**
- a. Five-Year Capital Program Look Ahead** Staff provided information to the Committee relevant to the development of the five-year capital improvement program for the Airport. The report provided a general framework for proposed projects and the strategic planning considerations necessary for implementation.

b. Committee Pending Items

This item was not addressed.

10. Adjournment

There being no further business to discuss, the meeting was adjourned at 12:46 p.m.

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

AUGUST 19, 2024

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Najarian and Williams

Absent: None

Also Present: Staff: Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Nerissa Sugars, Director, Communications and Air Service; Aaron Galinis, Senior Airport Planner; Gregory Rabinovitz, Chief of Staff

Terence R. Boga, Airport Authority Counsel; Richards, Watson, Gershon

2. Approval of Agenda

Commissioner Najarian moved approval of the agenda; seconded by Commissioner Williams. The agenda was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. July 15, 2024

Commissioner Williams moved approval of the July 15, 2024 Committee meeting minutes, seconded by Commissioner Najarian. There being no objection, the motion was approved (3-0).

5. Items for Approval

a. Award of Professional Services Agreement – Air Service Consulting Services

Staff sought a Committee recommendation to the Commission for award of a Professional Services Agreement to Arthur D. Little, LLC (“ADL”) for continued air service consulting services. The services to be provided by ADL are complementary to the airport marketing consulting services obtained through the contract recently awarded to Anyone Collective. The proposed cost for the proposed

services are for an amount not-to-exceed \$70,000.

Subject to the recommendation of the Committee, this item was placed on the Commission agenda for its consideration immediately following the Committee's meeting.

Motion

Commissioner Najarian motioned for approval, Seconded by Commissioner Williams.

Motion Approved

The motion was approved (3-0).

b. Citizen Advisory Committee Appointments

Staff sought a Committee recommendation to the Commission that it appoint Citizen's Advisory Committee ("CAC") nominees provided by the Cities of Burbank, Glendale, and Pasadena. In order to allow the CAC to start work as soon as possible, this item has been placed on the Commission's agenda for its meeting immediately following the Committee's meeting.

Motion

Commissioner Williams motioned to continue This item to the next regularly scheduled meeting because the City of Pasadena is still in the process of vetting its nominees to the Committee. Commissioner Najarian seconded the motion.

Motion Approved

The motion was approved (3-0).

6. Items for Information

a. Committee Pending Items

Staff updated the Committee on future pending Items.

7. Adjournment

There being no further business, the meeting was adjourned at 8:50 a.m.

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

MONDAY, SEPTEMBER 16, 2024

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

1. ROLL CALL

Present: Commissioners Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Williams, Wilson and Asatryan (arrived at 9:06 a.m.)

Absent: None

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Nerissa Sugars, Director, Marketing and Communications; Stephanie Gunawan-Piraner, Director, Engineering and Maintenance; Maggie Martinez, Director, Noise and Environmental Affairs.

2. PLEDGE OF ALLEGIANCE

Commissioner Hampton led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Quintero moved approval of the agenda; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

The motion was approved (8–0, 1 absent).

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Williams and Wilson

NOES: None

ABSENT: Commissioner Asatryan

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)

Laura Ioanou, Burbank; Cynthia, Studio City; Dylan Daney, Santa Monica

5. CONSENT CALENDAR

(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. Committee Minutes (For Note and File)

1) Executive Committee

(i) August 7, 2024

Approved minutes of the August 7, 2024, Executive Committee meeting were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) July 15, 2024

Approved minutes of the July 15, 2024, Operations and Development Committee meeting were included in the agenda packet for information purposes.

3) Finance and Administration Committee

(i) July 15, 2024

Approved minutes of the July 15, 2024, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

4) Legal, Government and Environmental Affairs Committee

(i) July 15, 2024

Approved minutes of the July 15, 2024, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) August 19, 2024

A copy of the draft minutes of the August 19, 2024, Commission meeting were included in the agenda packet for review and approval.

c. Treasurer's Report

1) May 2024

At its meeting on September 16, 2024, the Finance and Administration Committee reviewed the May 2024 Treasurer's Report and voted (3-0) to accept the report and recommend to the Commission for note and file.

d. License Agreement – City of Burbank on Behalf of Burbank Water and Power

At its meeting on August 19, 2024, the Finance and Administration Committee voted unanimously to recommend that the Commission approve a License Agreement with the City of Burbank for Burbank Water and Power ("BWP") to install temporarily an electrical transformer and riser pole on Authority property near the Empire Avenue entrance to the Airport. This installation will facilitate BWP's ongoing effort to upgrade aging transformers and mitigate future power disruptions.

e. Approval of Aid-in-Construction Payment Deposits – Replacement Passenger Terminal

At its meeting on September 4, 2024, the Executive Committee voted unanimously (3-0) to recommend that the Commission approve the Aid-in-Construction deposit request Numbers 8 and 9 from the City of Burbank. The requested consisted of: 1) \$9,257,700 for Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12kV community substation as part of the Replacement Passenger Terminal Project site; and 2) \$200,000 for Phase 3 (Permanent Power) transmission and engineering for the substation.

f. Assignment of Legislative Representation Service Contract

At its meeting immediately preceding the Commission meeting, the Legal, Government and Environmental Affairs Committee voted unanimously (3-0) to approve the Assignment of Professional Services Agreement to transfer the Authority's legislative representation service contact from Renne Public Law Group to California Public Policy Group.

g. Airport Solution Line Service Agreement – Amendment No. 4

At its meeting immediately preceding the Commission, the Operations and Development Committee voted (2-0, 1 absent) to approve Amendment No. 4 to the Airport Solution Line Service Agreement with SITA Information Network Computing USA, Inc., for the Common Use Passenger Processing System installed at the Airport.

MOTION

Commissioner Ovrom moved approval of the Consent Calendar; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (9–0).

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Williams, Wilson and Asatryan

NOES: None

ABSENT: None

6. ITEMS FOR COMMISSION APPROVAL

a. Award of Professional Services Agreement – Air Service Consulting Services

At its meeting on August 19, 2024, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend that the Commission award a Professional Services Agreement to Arthur D. Little for continued air service consulting services. The services to be provided by ADL are complimentary to the airport marketing consulting services obtained through the contract recently awarded to Anyone Collective. The proposed cost for the proposed services is for an amount not-to-exceed \$70,000.

MOTION

Commissioner Hampton moved approval; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

The motion was approved (9–0).

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Williams, Wilson and Asatryan

NOES: None

ABSENT: None

b. Executive Director Search Ad Hoc Committee

Staff requested approval from the Commission for the creation of an Executive Director Search Ad Hoc Committee, and the President's appointment of members of this Committee.

It was decided that those Commissioners interested in becoming members of the Committee would submit their names to the Commission President who would then make the selection. There will be one Commissioner from each city, Burbank, Glendale and Pasadena. The announcement will be made at the October 7, 2024, Commission meeting.

7. ITEMS FOR COMMISSION INFORMATION

a. Airport Carbon Accreditation – Level 2 Award

At the recent ACI-NA Convention in Long Beach, the Hollywood Burbank Airport was awarded its second Level 2 Award for Airport Carbon Accreditation Certificate for its carbon management processes in reducing its CO2 emissions.

b. Report SCAQMD MOU Update

Staff updated the Commission on the status of the Authority's emission reduction efforts through the Memorandum of Understanding ("MOU") measures with AQMD. The report covered emissions from ground support equipment and Airport shuttle buses.

The next item was taken out of order.

12. PUBLIC COMMENT

Ana Sheran, Long Beach; Lisandro G. Preza, San Pedro

Commissioner Asatryan requested additional information and coordination with the three cities regarding the Authority's RFP process.

8. CLOSED SESSION

The meeting convened to Close Session at 9:58 a.m.

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b)) Title: Executive Director

Meeting reconvened to Open Session

The meeting was reconvened to Open Session at 11:11 a.m. with all 9 Commissioners present.

Closed Session Report

There was nothing to report from Closed Session.

9. ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled for discussion.

10. EXECUTIVE DIRECTOR COMMENTS

The Executive Director and staff responded to the issue raised regarding the RFP process at the Airport for the Replacement Passenger Terminal Project.

The issue of tenant employee retention was also addressed.

**11. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.)**

Commissioner Williams informed the Commission of a correspondence received from California Senator Menjivar requesting that consideration be given to naming the new terminal after Amelia Earhart. Commissioner Williams will share the correspondence with the Commission.

12. ADJOURNMENT

The meeting was adjourned at 11:11 a.m.

Ara Najarian, President

Tyron Hampton, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OCTOBER 7, 2024**

**AUDITOR REQUIRED COMMUNICATIONS FOR
THE FY 2024 AUDITS**

Prepared by David Kwon
Director, Financial Services

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 2024 audits. At its meeting on September 16, 2024, the Finance and Administration Committee ("Committee") voted unanimously (3-0) to recommend that the Commission approve to note and file this Auditor communications letter.

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 2024 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 had a conference call with the MGO audit team on August 12, 2024, for an audit planning meeting to discuss in detail any significant accounting, auditing and reporting matters that may affect the FY 2024 audits, as well as to discuss the timing of audit fieldwork and reporting. Audit fieldwork began on August 26, 2024, with the final reports expected to be issued no later than December 20, 2024.

RECOMMENDATION

At its meeting on September 16, 2024, the Committee voted unanimously (3-0) to recommend that the Commission approve to note and file this Auditor communications letter.



Certified
Public
Accountants

September 6, 2024

To the Board of Commissioners
Burbank-Glendale-Pasadena Airport Authority
2627 N Hollywood Way
Burbank, California 91505

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of the Burbank-Glendale-Pasadena Airport Authority (the Authority) financial statements and compliance as of and for the year ended June 30, 2024.

Communication

Effective two-way communication between our firm and the Board of Commissioners is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the Authority and its respective environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Shared Responsibilities for Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and nonaudit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of Macias Gini & O'Connell LLP is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain nonaudit services that may be provided by Macias Gini & O'Connell LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

Independence is a joint responsibility and is managed most effectively when management, governing bodies, and audit firms work together in considering compliance with American Institute of Certified Public Accountants (AICPA) and Government Accountability Office (GAO) independence rules. For MGO to fulfill its professional responsibility to maintain and monitor independence, management, the Board of Commissioners, and MGO each play an important role.

Macias Gini & O'Connell LLP
2121 N. California Boulevard, Suite 750
Walnut Creek, CA 94596

www.mgocpa.com

Our responsibilities

- AICPA and GAO rules require independence both of mind and in appearance when providing audit and other attestation services. MGO is to ensure that the AICPA and GAO's General Requirements for performing non-attest services are adhered to and included in all letters of engagement.
- Maintain a system of quality management over compliance with independence rules and firm policies.

Your responsibilities

- Timely inform MGO, before the effective date of transactions or other business changes, of the following:
 - New affiliates, directors, or officers.
 - Changes in the organizational structure or the reporting entity impacting affiliates such as subsidiaries, partnerships, related entities, investments, joint ventures, component units, jointly governed organizations.
- Provide necessary affiliate information such as new or updated structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to the Organization and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with MGO.
- Not entering into arrangements of nonaudit services resulting in MGO being involved in making management decisions on behalf of the Authority.
- Not entering into relationships resulting in close family members of MGO covered persons, temporarily or permanently acting as an officer, director, or person in an accounting, financial reporting or compliance oversight role at the Organization.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how the Authority functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your business and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

We will also use our understanding of internal controls to identify risks of material noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material noncompliance with laws, regulations, and provisions of agreements that have a direct and material impact on major federal programs. We will also obtain an understanding of the users of compliance reporting in order to establish applicable materiality level(s) for compliance audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements and compliance with applicable requirements for major programs might be susceptible to material noncompliance due to fraud, error, or abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements and compliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinions in our reports. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial and compliance information needs of users of the financial statements and compliance reports. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further financial audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements and noncompliance as well as financial statements and noncompliance of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results. We will also accumulate information concerning noncompliance during the audit and communicate information concerning noncompliance in accordance with applicable provisions of *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act; the U.S. Office of Management and Budget Uniform Guidance, the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration for the Authority's Passenger Facility Charge Program; and the *California Civil Code Section 1936*, as amended for the Authority's Customer Facility Charge Program.

Significant Risks of Material Misstatement

Our audit of the financial statements includes the performance of risk assessment procedures in order to identify risks of material misstatement, whether due to fraud or error. As part of these risk assessment procedures, we determine whether any risks identified are a significant risk. A significant risk is an identified risk of material misstatement for which the assessment of inherent risk is close to the upper end of the spectrum of inherent risk due to the degree to which inherent risk factors affect the combination of the likelihood of a misstatement occurring and the magnitude of the potential misstatement should that misstatement occur, or that is to be treated as a significant risk in accordance with auditing standards generally accepted in the United States of America. As part of our initial risk assessment procedures, we identified the following risks as significant risks. Additional significant risks may be identified as we perform additional audit procedures.

Risk Name	Risk Description	Planned Response
Management override of control	Management could manipulate, override, improperly recognize accounts, transactions, controls to commit fraudulent financial reporting, and/or misappropriate assets.	We will perform the following procedures: <ul style="list-style-type: none"> • Obtain an understanding of the Authority's financial reporting process. • Examine selected journal entries and other adjustments. • Conduct procedures to evaluate fraud risks.
Improper Revenue Recognition	Revenue could be misstated due to improper recording of revenues.	We will perform the following procedures: <ul style="list-style-type: none"> • Review the revenues recognized during the fiscal year against the Authority's revenue recognition policy. • Consider tests of controls over cash receipts process. • Examine supporting documents for material revenue transactions.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the Authority's basic financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Authority's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act, and the Uniform Guidance.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.

Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

Using the Work of Internal Auditors

As part of our understanding of internal control, we will obtain and document an understanding of your internal audit function. We will read relevant internal audit reports issued during the year to determine whether such reports indicate a source of potential error or fraud that would require a response when designing our audit procedures. Because internal auditors are employees, they are not independent and their work can never be substituted for the work of the external auditor. We may, however, alter the nature, timing, and extent of our audit procedures, based upon the results of the internal auditor's work or use them to provide direct assistance to us during the performance of our audit.

Timing of the Audit

We have scheduled preliminary audit field work for the week of August 26, 2024, with final field work commencing the week of September 30, 2024. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the Burbank-Glendale-Pasadena Airport Authority.

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

Very truly yours,

A handwritten signature in black ink that reads "Macias Gini & O'Connell LLP". The signature is written in a cursive, professional style.

Macias Gini & O'Connell LLP

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OCTOBER 7, 2024**

**PROFESSIONAL SERVICES AGREEMENT
TRIFILETTI CONSULTING, INC.**

Prepared By Maggie Martinez
Director, Noise & Environmental Affairs

SUMMARY

At its meeting on September 16, 2024, the Legal, Government and Environmental Affairs Committee (“Committee”) voted (2–0, 1 abstention) to recommend that the Commission approve a proposed Professional Services Agreement (“PSA”) with Trifiletti Consulting Inc. (“Trifiletti”), copy attached, to continue providing environmental consulting services in support of the Authority’s Memorandum of Understanding (“MOU”) with the South Coast Air Quality Management District (“SCAQMD”) and the implementation of the Airport’s voluntary measures identified in the Air Quality Improvement Plan (“AQIP”). The proposed Agreement is for the period from November 1, 2024, to October 31, 2025.

BACKGROUND

In 2016, the SCAQMD created an Air Quality Management Plan (“AQMP”) which is intended to achieve the National Ambient Air Quality Standards for the South Coast Air Basin. The AQMP lists various measures to reduce Nitrogen Oxides (“NOx”) and Volatile Organic Compounds (“VOC”), Particulate Matter (“PM”) PM2.5, lead, and diesel particulate matter from non-aircraft sources. All airport operators in the basin were required by the AQMP to create an AQIP that specifically outlines actions and goals to reduce emissions in and around their facility. To memorialize the implementation terms for certain AQIP measures, each airport operator in the basin executed an MOU with the SCAQMD in 2019.

Since 2017, Trifiletti has provided its expertise to the Authority with negotiations and securing the adoption of the MOU and the development of the AQIP with the SCAQMD. The Authority is required to remit annual reports on progress made toward achieving the goals contained in the MOU. In 2017, the Authority entered into an agreement with Trifiletti to assist Staff in providing input to the SCAQMD in connection with the adoption of the AQIP, negotiating with the SCAQMD on the elements of the MOU, and to generate the required periodic reports. The MOU between the Authority and the SCAQMD was executed on December 17, 2019.

Trifiletti has assisted the Authority in producing the required annual reports to the AQMD since the first reporting period in 2020. Trifiletti’s services ensure the Authority is in compliance with the MOU, and the firm monitors MOU-related and airport-related regulatory actions at the SCAQMD. These services include development of required emissions inventories and mandatory annual progress reports. This proposed Agreement will provide for Trifiletti to continue to support the Authority with the mandatory MOU reports for calendar year 2024 and related coordination and meetings with the AQMD as well as provide project

support on the implementation and monitoring of the Airport's voluntary AQIP measures with SCAQMD. The voluntary AQIP measures include Clean Fleet Programs, Trip Reduction Programs and Sustainable Design Programs.

Trifiletti is a registered Women-owned Business Enterprise ("WBE"), Latino-owned Business Enterprise ("LBE"), Minority-owned Business Enterprise ("MBE"), Disadvantaged Business Enterprise ("DBE"), and Small Business Enterprise ("SBE") with the City of Los Angeles, the County of Los Angeles, and the Los Angeles County Metropolitan Transportation Authority ("Metro").

DETAILS

The current contract with Trifiletti expires on October 31, 2024. The proposed PSA with Trifiletti provides for continued annual qualitative reporting of MOU initiatives as well as qualitative emissions reporting on a calendar year-end basis of those same measures and the support with the implementation and monitoring of the Airport's voluntary AQIP measures with SCAQMD. Trifiletti's services would be billable on a time and materials basis, not to exceed \$85,000.

The following documents have been included in the proposed PSA as exhibits for reference:

- A. Scope of Services
- B. Trifiletti Consulting Fees
- C. CDM Smith, subcontractor to Trifiletti, Scope of Work

FUNDING

The adopted FY 2025 budget includes appropriations for these required services.

RECOMMENDATION

At its meeting on September 16, 2024, the Committee voted (2-0, 1 abstention) to recommend that the Commission approve the proposed PSA with Trifiletti and authorize the President to execute the same

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Trifiletti Consulting, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated _____, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Trifiletti Consulting, Inc. (“Consultant”), a California corporation (“Consultant”).

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: environmental, entitlement, land use, sustainability, and governmental consulting.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Contract Administrator”: Patrick Lammerding or a duly authorized designee.

C. “Contract Limit”: \$85,000.

D. “Executive Director”: Frank R. Miller or a duly authorized designee.

E. “Federal Requirements” the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

F. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

G. “Indemnitees”: the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

H. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit C.

I. “Services”: the tasks set forth in the attached Exhibit A.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Consultant's work under this Agreement, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on November 1, 2024 and shall expire on October 31, 2025 unless terminated by either party pursuant to paragraph (B) below.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

8. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

9. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by its work under this Agreement. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with its work under this Agreement.

10. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

11. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

12. Suspension. The Contract Administrator may suspend all or any part of Consultant's work for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

13. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Patrick Lammerding, Deputy Exec. Dir.
E-mail: PLammerding@bur.org

Consultant
Trifiletti Consulting, Inc.
1545 Wilshire Blvd., Suite 700
Los Angeles, CA 90017
Attn: Lisa Lopez Trifiletti, Principal
E-mail: lisa@trifiletticonsulting.com

14. Assignability.

A. Except as provided in paragraph (B) below, Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

B. Consultant may subcontract with CDM Smith Inc. for the subconsultant work identified in Exhibit A.

15. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. Exhibits. Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

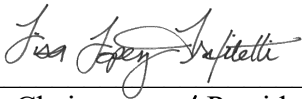
17. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read

and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

18. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Trifiletti Consulting, Inc.



 Chairperson President Vice President

 Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Ara Najarian
President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A

Scope of Services

I. Trifiletti Services

Trifiletti Consulting Inc. (Trifiletti) shall assist Hollywood Burbank Airport by providing the following environmental, entitlement, land use, sustainability, and governmental consulting on complex airport and transportation aviation projects and related professional services:

Environmental Consulting/Advisory Services:

- Advise on sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the South Coast Air Quality Management District (“SCAQMD”) on the updates to future Air Quality Management Plans (“AQMP”), the Southern California Association of Governments’ (“SCAG”) latest Regional Transportation Plans, and its relationship to future Memoranda of Understanding (“MOU”) with the SCAQMD.
- Advise on air quality improvement and sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the SCAQMD on airport-related updates to the future AQMPs, SCAG’s latest Regional Transportation Plans, and its relationship to future MOUs with the SCAQMD.
- Provide strategic land use, environmental, entitlement, real estate, transportation, and governmental/public outreach consulting for airport projects, and advise, review, or prepare, as requested, environmental review documents for airport projects in compliance with the California Environmental Quality Act and the National Environmental Policy Act.
- Manage and partner with subconsultant, CDM Smith, to develop the 2024 annual emission inventories required under Burbank’s MOU with the SCAQMD.
- Lead the facilitation and coordination work with the SCAQMD, including the production of the annual status report to the SCAQMD and representation at the SCAQMD Airports Working Group, Mobile Source Committee, and SCAQMD Board Meetings, as requested by the SCAQMD.
- Provide project support on the implementation and monitoring of Air Quality Improvement Program (“AQIP”) measures and other sustainability initiatives as requested by the Airport.
- Prepare materials to promote sustainability achievements at Hollywood Burbank Airport including web page updates, fact sheets, and press releases as requested.

All consulting services and related professional services shall be completed to the satisfaction of the Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director.

All advice provided by Trifiletti shall be reviewed in a significant, substantive manner by the Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any

other appropriate designee of the Executive Director, and Trifiletti shall not have the independent authority to enter into or approve any contracts, issue any permits, or adopt or approve any plan, report, policy, etc., on behalf of Hollywood Burbank Airport.

When interacting with Hollywood Burbank Airport personnel, other agencies, stakeholders, the public, etc. pursuant to this Agreement, Trifiletti shall solely represent Hollywood Burbank Airport and its interests.

II. CDM Smith Services

Annual Ground Support Equipment (GSE) Emission Factors & Inventory

Beginning in 2021, and every year thereafter through 2032 (total of 12 years), BUR will be required to provide an annual GSE emissions inventory and GSE emissions factor report for the previous calendar year to the SCAQMD as required by the BUR-SCAQMD MOU. CDM Smith will develop the 2024 GSE emission factors and inventories, including methodology and calculations. In addition, CDM Smith will support development of the presentation slides for the SCAQMD Mobile Source Committee Meeting when the 2024 MOU results are presented to the SCAQMD. The specific tasks include:

1. CDM Smith will support the collection of data from GSE and airport shuttle fleet operators by updating operator inventory reporting forms collected in the previous reporting period, providing template operator outreach letters to the Authority, and coordinating with operators for clarification, as needed.
2. CDM Smith will perform quality review for appropriateness of inputs and consistency relative to prior reporting years on collected GSE and airport shuttle fleet data and will use that data to calculate the 2024 NO_x emission inventories for GSE and the airport shuttle fleet and to calculate the airport-wide GSE NO_x emission factor to support tracking of airport progress towards achieving the emission factor targets established in the MOU.
3. CDM Smith will support the development of presentation materials on the calendar year 2024 results for the SCAQMD Mobile Source Working Group Meeting and SCAQMD Mobile Source Committee Meeting, anticipated to be held in the 3rd or 4th quarter of 2025.
4. CDM Smith will provide the Authority, as requested, with operator-reporting information for specific high-polluting GSE to facilitate targeted outreach by the Authority.

Key assumptions for this scope include:

- The GSE data obtained for the 2023 calendar year (previous year) will be incorporated by CDM Smith into the data sheets used to collect the 2024 calendar year data.
- The 2024 GSE and shuttle data will be collected by the Authority from all operators at BUR and will be provided to CDM Smith.
- CDM Smith will review the collected data and inform the Authority and Trifiletti

Consulting of atypical information or data deficiencies; the Authority will be responsible for verifying this data is correct or obtaining corrected data from the operators.

- Emissions and emissions benefits will be developed primarily from emission factor data obtained from the CARB OFFROAD2017 and EMFAC2017 emission models, per the MOU methodology, incorporating updated GSE emission factors provided by CARB during prior reporting periods.
- Presentation graphics and materials developed by CDM Smith for the MOU submittals to SCAQMD in June 2025 will be used in the presentation to the SCAQMD Mobile Source Working Group Meeting and SCAQMD Mobile Source Committee Meeting on the calendar year 2024 results.

Associated with the work noted above, CDM Smith staff may attend up to 3 meetings at the airport, and up to 5 additional virtual meetings with SCAQMD, including one in-person meeting.

EXHIBIT B
Fee Schedule

Trifiletti proposes to assist Hollywood Burbank Airport by providing expert environmental, entitlement, sustainability, land use, and governmental consulting on complex airport and transportation aviation projects and related professional consulting services, not to exceed \$85,000 for services rendered November 1, 2024 thru October 31, 2025. This total includes a budget of \$40,000 for Trifiletti’s services and \$44,150 for CDM Smith’s services, at the hourly rates of:

Lisa Trifiletti, Principal	\$395 per hour
Tami McCrossen-Orr Director	\$290 per hour
Environmental Specialist	\$205 per hour
Planning Associate	\$150 per hour

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs.

Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the Executive Director or an authorized designee.

EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with performance of this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers its work under this Agreement in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OCTOBER 7, 2024**

**APPROVAL OF AID-IN-CONSTRUCTION PAYMENT DEPOSITS
REPLACEMENT PASSENGER TERMINAL PROJECT**

Presented by
Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on October 2, 2024, the Executive Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve two Aid-In-Construction (“AIC”) deposit requests, copies attached, from the City of Burbank:

1. **\$3,228,200** for Phase 2 (17 MVA Temporary Terminal Power) substructure installation including labor and materials, conduits, manholes and pull boxes.
2. **\$7,110,070** for Phase 2 (Temporary Terminal Power) 12kV Distribution installation including labor, balance of material, pad mount switches and partial 12kV conversion of the Clybourn substation.

BACKGROUND

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture (“HPTJV”) a design-build agreement for the Replacement Passenger Terminal (“RPT”) Project. Design and construction are progressing well with several significant milestones achieved. The project team, including airport staff, Jacobs Project Management staff and members of the HPTJV design-build team continues to coordinate with Burbank Water and Power (“BWP”) representatives for the initial temporary and ultimate permanent power to the RPT and ancillary facilities.

The power implementation sequence for the RPT is as follows:

- Phase 1: 3.5 MVA temporary power for construction trailers and equipment, distributed through existing infrastructure built as part of the Avion development. Energization is expected by November 2024.
- Phase 2: 17MVA temporary power for commissioning and opening the RPT to public. Two additional feeders from the Ontario substation are required. Energization is expected by May 2025.
- Phase 3: Permanent power that will feed the RPT on a long-term basis. BWP will decommission the Clybourn substation and will use its existing infrastructure to transmit power to the location of the new substation. The substation is expected to be completed and energized by 2029. Power from Phase 2 will be deenergized once the substation is operational.

To date, the Authority has made nine AIC payments for the RPT Project (listed below from most recent to oldest):

Date	Amount	Purpose
September	\$ 9,257,700	Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12kV community substation
September	\$ 200,000	Phase 3 (Permanent Power) transmission and distribution engineering for the substation.
Aug 19, 2024	\$ 860,000	Phase 1 & 2 engineering and balance of 12kV distribution materials and labor to bring construction power.
Aug 19, 2024	\$ 100,000	Phase 2 engineering to bring temporary 17MVA power.
Jun 26, 2024	\$ 40,000	BWP site inspector for the electrical substructure installation, manholes, conduit placement, concrete-encasement, slurry backfill, compaction, mandrelling conduit, etc. for temporary Phase 1 power.
Sep 06, 2023	\$ 1,411,000	Additional material and labor cost to bring temp Phase 2 power.
Jun 26, 2023	\$ 494,000	Procurement and installation of cabling and switches for the feeder lines for Phase 1, construction power.
Mar 02, 2023	\$ 50,000	Electrical power requirement feasibility study.
Sep 27, 2022	\$ 25,000	Electrical power requirement feasibility study.
Total to date	\$ 12,437,700	

The two proposed AIC deposits, numbers 10 and 11, will increase the total deposits to BWP for the RPT Project to \$22,775,970.

Based on electrical power requirement evaluations and BWP's feasibility study, the project team concluded that a community substation where power is shared between the City of Burbank (through BWP) and the Airport provides significant benefits to both parties. Airport staff have reviewed the proposed agreement with BWP and continue to negotiate the division of responsibilities related to the development, funding, operations, and maintenance of the substation.

BWP will charge against the AIC deposits for the actual costs and quantities. Any remaining funds will either be refunded or credited to future work.

FUNDING

The approved FY 2024-2025 Replacement Passenger Terminal Project Budget includes \$37,552,000 for the substation. The cost of these proposed AIC deposits will be under this appropriation.

RECOMMENDATION

At its meeting on October 2, 2024, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed two AIC deposits with the City of Burbank totaling \$10,338,270 and authorize staff to remit payment.



WATER AND POWER

September 9, 2024

Hollywood Burbank Airport
2627 N Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner

Re: Phase 2 (17 MVA Temporary Terminal Power) Substructure Deposit for Hollywood Burbank Airport Replacement Terminal

Dear Ms. Gunawan-Piraner:

Burbank Water and Power (BWP) requires the payment of an aid-in-construction deposit, in accordance with the rules and regulations, to recover costs incurred by the Department for the construction of 17 MVA of temporary electric service as part of Burbank-Glendale-Pasadena Airport Authority's ("Burbank Airport") BUR Replacement Passenger Terminal Project ("Project") at 2761 N Hollywood Way. The aid-in-construction deposit for substructure installation will allow BWP to align 17MVA temporary energization with the Burbank Airport's proposed construction schedule, while Burbank Airport and BWP negotiate agreements for a substation agreement (together with all amendments, restatements or modifications, the "Agreement"). If the Agreement is executed, this AIC deposit will then be accounted for within the Agreement. By paying this deposit Burbank Airport acknowledges the terms of this letter and that the Agreement must be executed before the award of the Design-Build contract for the substation. This AIC letter does not constitute City of Burbank approval of the Project or the Agreement. The estimated costs related to the above project are as follows:

Substructure Inspection (Labor).....	\$65,000
Substructure Installation (Labor and Material: Conduits, Manholes, Pullboxes)	\$3,163,200
TOTAL amount to be paid by the customer	\$3,228,200

If the Agreement is executed, the \$3,228,200 is a deposit that will be credited toward the actual charges if you proceed with this Project to its completion. Burbank Airport will be charged for both actual costs incurred and actual quantities installed. The quoted estimate is subject to change and any difference will be passed on to Burbank Airport via an invoice or as part of the Agreement. If BWP is notified that the project is terminated or modified, BWP will deduct from the deposit all existing charges and all committed down-payments, and refund any remaining balance. To the extent that there are any outstanding costs incurred above the deposit, Burbank Airport agrees to pay the difference upon receipt of an invoice. Payment of the AIC deposit constitutes the Burbank Airport's consent to begin substructure construction for the 17 MVA Temporary Terminal Power. Payment of the above amount must be received before work is started by our Department.

The check should be made payable to the City of Burbank. If mailed, please address the envelope to Burbank Water and Power, ATTN: Jessica Chen, 164 W. Magnolia Blvd., Burbank, CA 91502. Payments by check must match the customer account previously created by BWP with the bill-to information provided. BWP will not accept any payments nor refund any accounts that do not match the customer account. Please verify that the name addressed on this letter matches the check you intend to make payment with. Please include the cashier's receipt checklist with your mailed payment to ensure proper payment processing.

Should you have any further questions, or identify any discrepancies, please call Jessica Chen of our Engineering Department at 818-238-3549.

Sincerely,

Bobola Akerson
Principal Electrical Engineer

164 WEST MAGNOLIA BOULEVARD
BURBANK, CA 91502

BURBANKWATERANDPOWER.COM
BWPCUSTOMERSERVICE@BURBANKCA.GOV



WATER AND POWER

September 16, 2024

Hollywood Burbank Airport
2627 N Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner

Re: Phase 2 (17 MVA Temporary Terminal Power) 12kV Distribution Deposit for Hollywood Burbank Airport Replacement Terminal

Dear Ms. Gunawan-Piraner:

Burbank Water and Power (BWP) requires the payment of an aid-in-construction deposit, in accordance with the rules and regulations, to recover costs incurred by the Department for the construction of 17 MVA of temporary electric service as part of Burbank-Glendale-Pasadena Airport Authority’s (“Burbank Airport”) BUR Replacement Passenger Terminal Project (“Project”) at 2761 N Hollywood Way. The aid-in-construction deposit for 12kV distribution will allow BWP to align 17MVA temporary energization with the Burbank Airport’s proposed construction schedule, while Burbank Airport and BWP negotiate agreements for a substation agreement (together with all amendments, restatements or modifications, the “Agreement”). If the Agreement is executed, this AIC deposit will then be accounted for within the Agreement. By paying this deposit Burbank Airport acknowledges the terms of this letter and that the Agreement must be executed before the award of the Design-Build contract for the substation. This AIC letter does not constitute City of Burbank approval of the Project or the Agreement. The estimated costs related to the above project are as follows:

Onsite: PME-10 ATS Source Transfer Switch (labor, balance of material)	\$187,860
Onsite: Install (3) padmount switches (labor only)	\$45,000
Install cable from Ontario substation to airport switchyard (labor, material, equipment)	\$844,761
Partial Clybourn 12kV Conversion (labor, material, equipment)	\$4,409,470
Install cable from new Airport Substation to (4) PMS at airport switchyard	\$695,901
Install distribution substructure for new Airport Substation	\$927,078
TOTAL amount to be paid by the customer	\$7,110,070

If the Agreement is executed, the \$7,110,070 is a deposit that will be credited toward the actual charges if you proceed with this Project to its completion. Burbank Airport will be charged for both actual costs incurred and actual quantities installed. The quoted estimate is subject to change and any difference will be passed on to Burbank Airport via an invoice or as part of the Agreement. If BWP is notified that the project is terminated or modified, BWP will deduct from the deposit all existing charges and all committed down-payments, and refund any remaining balance. To the extent that there are any outstanding costs incurred above the deposit, Burbank Airport agrees to pay the difference upon receipt of an invoice. Payment of the AIC deposit constitutes the Burbank Airport’s consent to begin 12 kV distribution construction for the 17 MVA Temporary Terminal Power. Payment of the above amount must be received before work is started by our Department.

The check should be made payable to the City of Burbank. If mailed, please address the envelope to Burbank Water and Power, ATTN: Jessica Chen, 164 W. Magnolia Blvd., Burbank, CA 91502. Payments by check must match the customer account previously created by BWP with the bill-to information provided. BWP will not accept any payments nor refund any accounts that do not match the customer account. Please verify that the name addressed on this letter matches the check you intend to make payment with. Please include the cashier’s receipt checklist with your mailed payment to ensure proper payment processing.

Should you have any further questions, or identify any discrepancies, please call Jessica Chen of our Engineering Department at 818-238-3549.

Sincerely,

Bobola Akerson
Principal Electrical Engineer

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OCTOBER 7, 2024**

**TREE AND LANDSCAPING GUARANTY
REPLACEMENT PASSENGER TERMINAL PROJECT**

Presented by
Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on October 2, 2024, the Executive Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve the attached Tree Canopy and Landscaping Guaranty (“Guaranty”) for the benefit of Burbank Industrial Investors II (“BII”), owner of the development known as Avion Burbank (“Avion”).

BACKGROUND

The eastern property boundary of the Replacement Passenger Terminal project site (“RPT”) is shared with the Avion site. To facilitate construction of a retaining wall on the east side of the RPT site, coordination with representatives of BII was required due to certain property features of the Avion development that interfered with RPT construction. Removal of a portion of the trees and landscaping along the property line is necessary. The Avion development is covered under a Development Agreement (“DA”) between the City of Burbank and BII, and that agreement requires a minimum amount of tree canopy coverage along with certain landscaping. The purpose of the Guaranty is to assure BII and the City that those DA requirements will continue to be satisfied after the RPT construction.

The RPT project site has significant grade changes from north to south and west to east. The Design-Build Team identified a significant grade change from north to south where the existing grade slopes downward resulting in a +/- 15-foot grade differential. In order to level the site and address grade compliance issues, the practical solution is to install a retaining wall between the Authority’s east property line and BII’s western property line.

The Design-Build Team is planning to construct approximately 2,000 linear feet of retaining wall on the shared property line. Attachment A depicts the location and extent of the retaining wall highlighted in yellow.

The retaining wall height varies over the length of the wall. When completed, the wall creates a physical vertical barrier between the RPT and Avion, and replaces the existing wrought iron fence installed by Avion. The new airport circulation roadway will be located next to this wall.

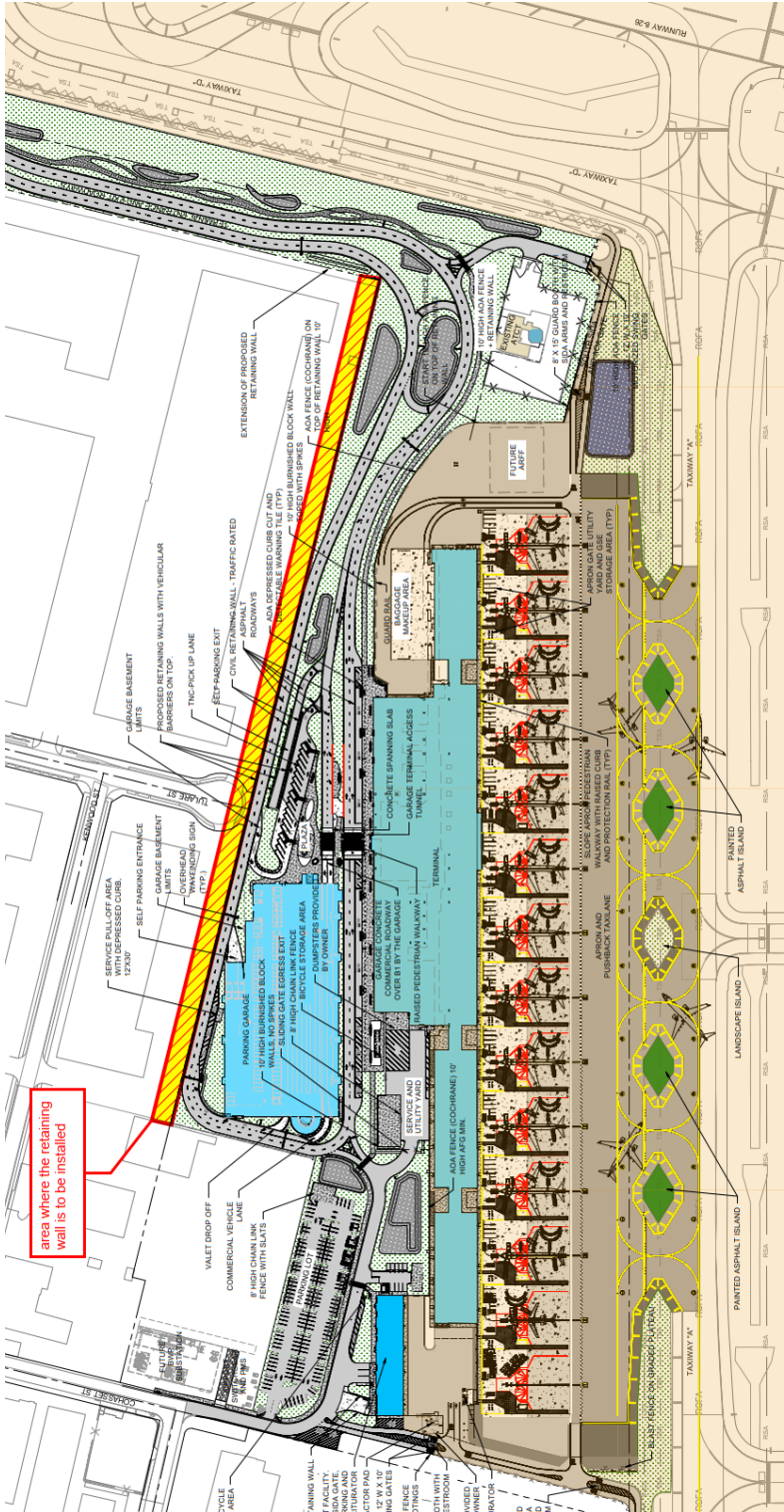
Holder, Pankow, TEC – A Joint Venture (“HPTJV”) has been in close coordination with representatives of BII regarding construction activities, scheduling and logistics. To facilitate the construction of the retaining wall, certain trees and installed landscaping will be or have been removed. The proposed Guaranty is to assure BII it is protected against economic

loss arising from any enforcement action by the City of certain DA conditions of approval related to landscaping and tree canopy coverage for the Avion project. Essentially, the Guaranty commits the Authority to installing new trees, landscaping, and irrigation to replace what is removed for the RPT construction. The Guaranty also commits the Authority to reimbursing BII for actual costs incurred if the City were to modify Avion's landscape plan due to inadequate canopy coverage from the new trees.

RECOMMENDATION

At its meeting on October 2, 2024, the Committee voted (2-0, 1 absent) to recommend that the Commission approve the proposed Guaranty and authorize the President to execute the same.

Attachment A: Retaining Wall Location



TREE CANOPY AND LANDSCAPING GUARANTY

This Tree Canopy and Landscaping Guaranty (“Guaranty”) is dated _____, 2024 for reference purposes and is made by the Burbank-Glendale-Pasadena Airport Authority (“Guarantor”), a California joint powers agency, for the benefit of Burbank Industrial Investors II, LP (“BII”), a Delaware limited partnership.

RECITALS

A. BII owns a mixed-use planned development project (“Avion Burbank”) at 3001 N. Hollywood Way, Burbank, California constructed pursuant to a development agreement (“DA”) executed with the City of Burbank. To satisfy the 50% parking lot tree canopy coverage requirement of Condition of Approval No. 13 of the DA, BII has installed trees on the Avion Burbank property including the 83 Brisbane Box trees (“Designated Trees”) identified on the attached Exhibit A, which is incorporated herein by reference.

B. To satisfy the conditions of approval required by Condition 12 of the DA, BII has installed landscaping and irrigation on the Avion Burbank property including the landscaping and irrigation (“Designated Landscaping”) identified on the attached Exhibit A, which is incorporated herein by reference.

C. Guarantor has executed a design-build agreement with Holder, Pankow, TEC - A Joint Venture (“HPTJV”) for the development of a Replacement Passenger Terminal Project (“RPT Project”) in the northeast quadrant of Bob Hope Airport on land adjacent to the Avion Burbank property. Removal of some or all of the Designated Trees and the Designated Landscaping is necessary to facilitate construction of a retaining wall for the RPT Project.

D. BII has granted, or will grant, HPTJV a right-of-entry to provide for removal of some or all of the Designated Trees and the Designated Landscaping from, and planting of replacement Brisbane Box trees (“New Trees”) and replacement landscaping and irrigation (“New Landscaping”) on, the Avion Burbank property (collectively, “Tree and Landscaping Replacement”) in conjunction with the construction of a retaining wall for the RPT Project.

E. The purpose of this Guaranty is to assure that BII is protected against economic losses arising from the City of Burbank’s enforcement of Condition Nos. 12 and 13 of the DA and attributable to the New Trees and the New Landscaping.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Guaranty shall be effective upon execution and shall expire on _____, 203_ unless earlier terminated by the parties.

2. Replacement. Pursuant to a separate right-of-entry or as otherwise agreed to by the parties, Guarantor will install the New Trees on the Avion Burbank property in a manner that conforms with Condition No. 13 of the DA, which requires the following:

“All trees installed for the [Avion Burbank] Project shall be a minimum 36” box trees, unless otherwise approved by the [City of Burbank] Community

Development Director or his/her designee. The tree canopy coverage for the parking lot shall be 50% of the parking lot fifteen years after project completion. The applicant shall provide a report of the tree canopy progress from a licensed landscape architect or arborist on the third, sixth, ninth, twelfth, and fifteenth year. If the parking lot canopy does not achieve the 50% canopy coverage fifteen years after project completion, or the tree canopy is not making significant progress towards the 50% canopy coverage during the noted review periods, the Community Development Director or his/her designee can approve changes to the landscape plan to increase the parking lot tree canopy coverage.”

3. Other Landscaping / Irrigation: To the extent Guarantor removes any other landscaping or irrigation required by the DA, replacement of such elements shall conform to the plans submitted to the City of Burbank in compliance with Condition No. 12 of the DA.

4. Landscape Plan Change Reimbursement. In the event the City of Burbank modifies the Avion Burbank landscape plan pursuant to Condition No. 13 of the DA because of inadequate canopy coverage from one or more of the New Trees, Guarantor shall reimburse BII for actual costs reasonably incurred to address such modification. Guarantor shall remit the reimbursement within 30 days of receiving from BII an itemized invoice with supporting documentation.

5. Notices. Any notices, invoices, or other documents related to this Guaranty shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party’s regular business hours or by e-mail before or during the receiving party’s regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party’s regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach of this Guaranty shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Guarantor

BII

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Frank R. Miller
E-mail: FMiller@bur.org

Burbank Industrial Investors LP
c/o Overton Moore Properties
19300 Hamilton Avenue, Suite 200
Gardena, CA 90248
Attn: Timur Tecimer
E-mail: ttecimer@omprop.com

6. Litigation. This Guaranty shall be construed, enforced, and interpreted in accordance with the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret this Guaranty, the venue for litigation shall be Los Angeles County, California. The interpretation of this Guaranty shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

7. **Miscellaneous.** Guarantor represents and warrants to BII that Guarantor has full power and authority to execute this Guaranty and to satisfy its obligations hereunder. All provisions of this Guaranty shall be binding upon and shall inure to the benefit of the parties and their successors.

EXECUTED:

Burbank-Glendale-Pasadena Airport Authority

Ara Najarian, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Designated Trees & Landscaping

(attached)

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OCTOBER 7, 2024**

**AVION BURBANK RETAINING WALL FINISH
REPLACEMENT PASSENGER TERMINAL PROJECT**

Presented by
Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on October 2, 2024, the Executive Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve a proposed finish for the retaining wall at the Avion Burbank property line in the amount of \$2,400,000. This finish is to maintain the aesthetics of wrought iron fence structure, trees and landscaping that was installed at the Avion development and removed for the construction of the retaining wall and electrical vault for the Replacement Passenger Terminal (“RPT”) Project.

BACKGROUND

As stated in the staff report for Tree and Landscape Replacement Guaranty, this section of the eastern boundary of the RPT site is shared with the Avion site. To facilitate the construction of a retaining wall on this portion of the property, Holder, Pankow, TEC – A Joint Venture (“HPTJV”) not only needed to remove fencing and landscape on the Avion property but required access onto the Avion property in order to construct this portion of the retaining wall. This portion of the wall was on a critical path that needs to be completed in advance of the construction of the electrical vault to maintain the overall schedule of the RPT Project.

The Avion development is covered by a Development Agreement (“DA”) between the City of Burbank (“City”) and Burbank Industrial Investors II (“BII”) which addresses certain aesthetic items. Replacement of the installed fencing, trees and landscaping with a retaining wall of bare concrete was not unacceptable to BII as it would not align with the aesthetic requirements imposed by the DA. Therefore, BII would not grant access to the Avion site until there was agreement on a satisfactory finish to the retaining wall. As this portion of the wall faces the western side of the Avion development, BII is adamant that the retaining wall finish be in line with the commitments it has made to the City.

Together with HPTJV, Jacobs and Corgan, staff assisted in negotiating an acceptable concept of a finish to the retaining wall, obtained BII’s grant of access to the Avion site as well as authorization to remove the fencing, trees and associated landscape in impacted area on the property. The retaining wall and electrical vault are under construction. Attachment A depicts the location of the retaining wall to be addressed, Attachment B shows the current condition of the retaining wall and Attachment C illustrates the concrete masonry split face block veneer proposed to be installed.

The estimated cost for the complete design and installation of this masonry split face block veneer is approximately \$2,400,000.

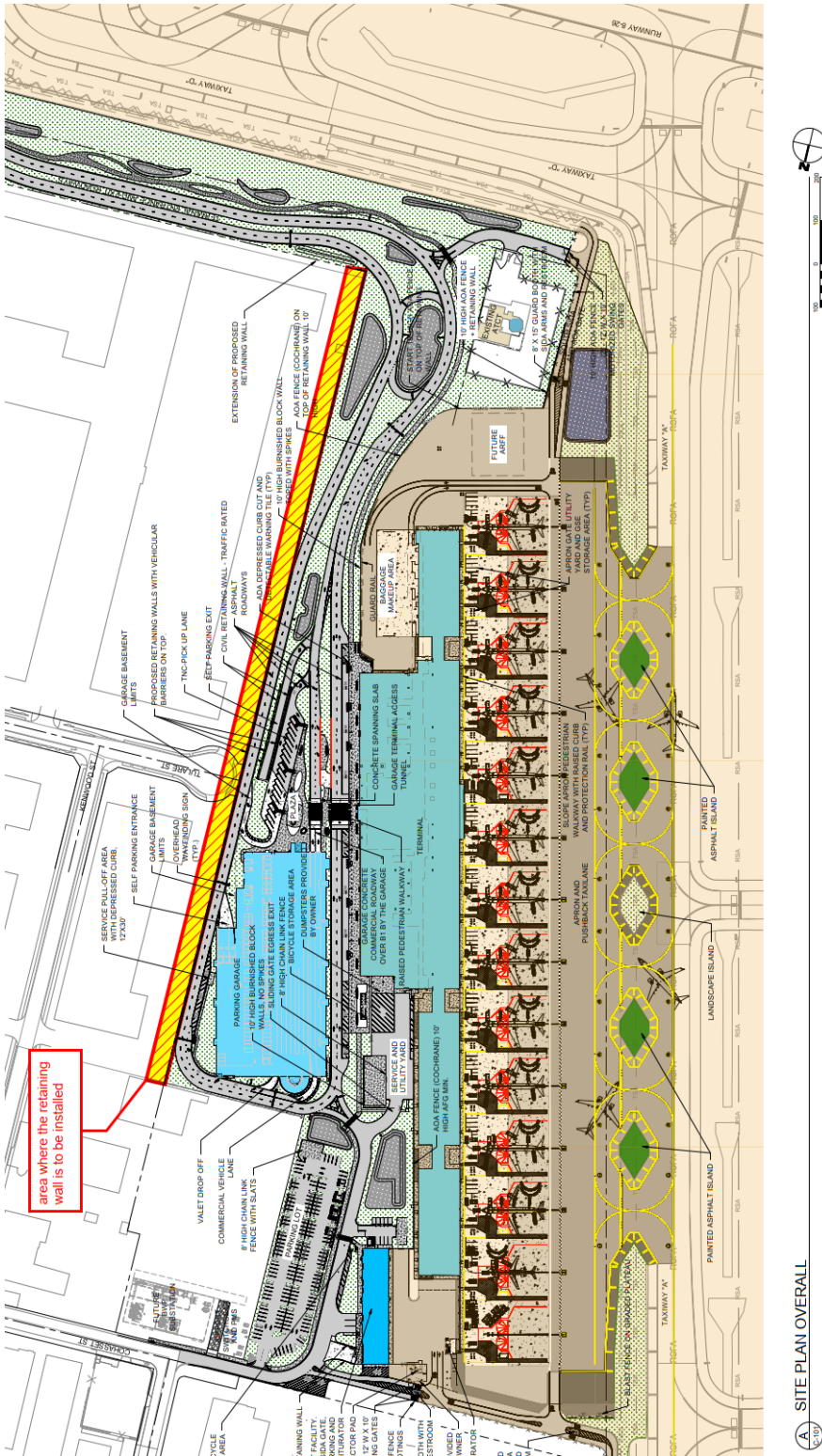
FUNDING

The approved FY 2024-2025 Facility Improvement Program Budget includes \$188,625,855 of Owner's costs for the RPT. The Appropriation and expenditure authorization of \$28,235,082 of the \$50,000,000 Owner's contingency within the Owner's cost was approved at the May 6, 2024 Commission meeting. The cost of the proposed scope of work will be addressed under Owner's contingency per the change order approval process under Resolution No. 499.

RECOMMENDATION

At its meeting on October 2, 2024, the Committee voted (2-0, 1 absent) to recommend that the Commission approve the proposed design and installation of the veneer finish for that portion of the retaining wall facing the Avion development.

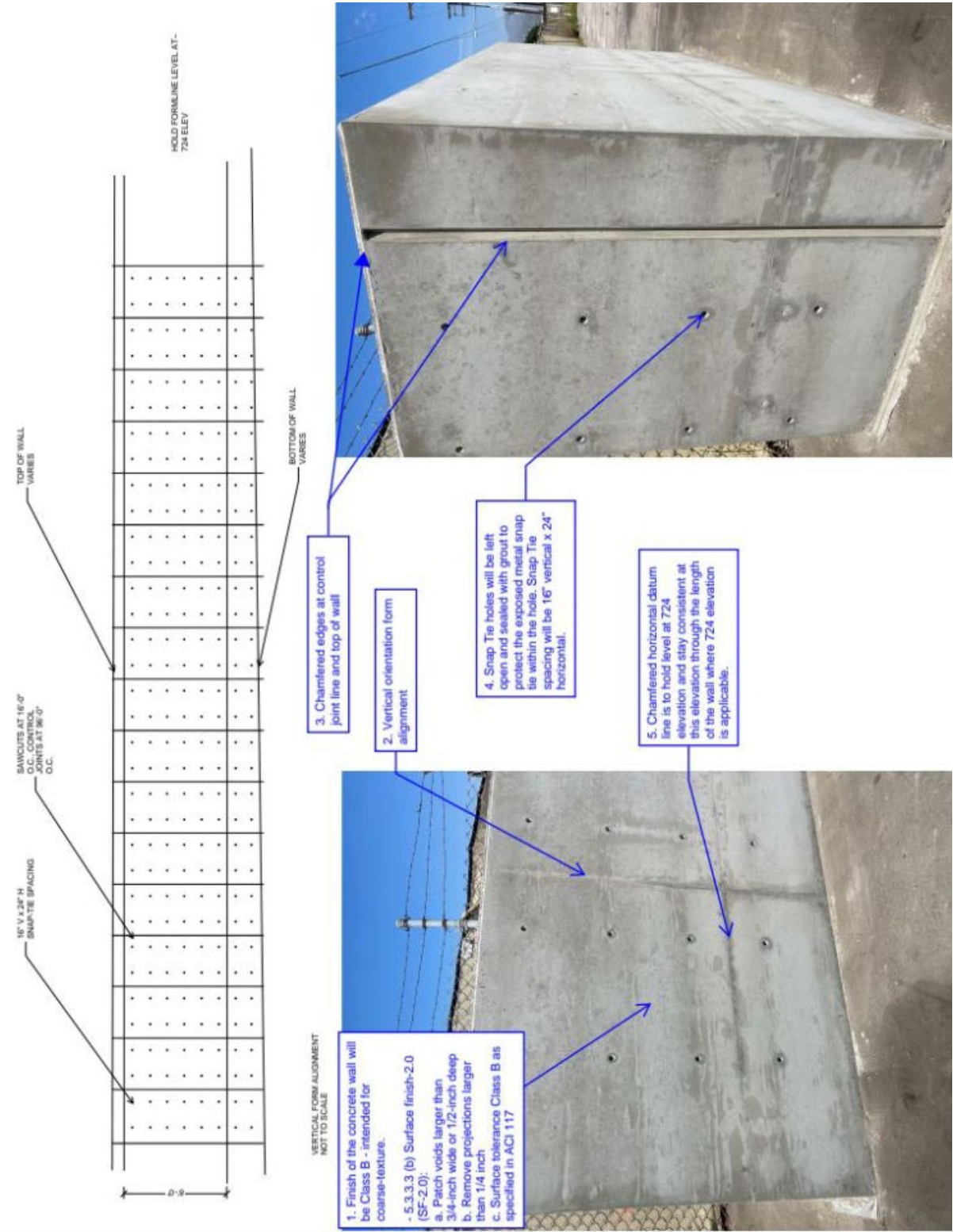
Attachment A: Retaining Wall Location



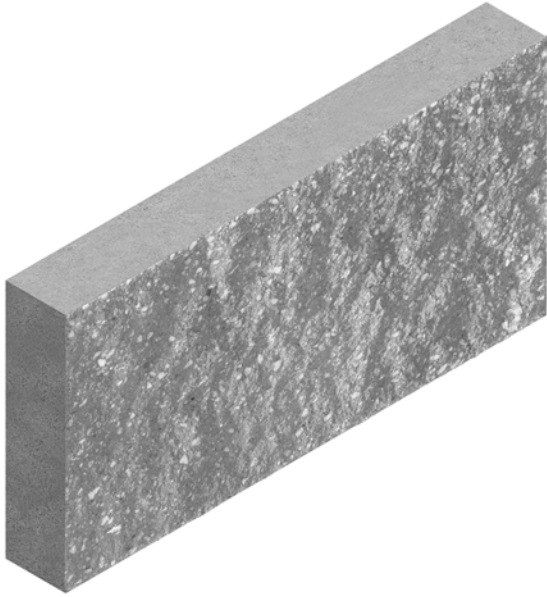
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 STAFF REPORT\COMMISSION\10-7-2024
 AVION BURBANK RETAINING WALL FINISH
 REPLACEMENT PASSENGER TERMINAL PROJECT

Attachment B: Current Finish



Attachment C: Proposed Masonry Split Face Veneer



**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OCTOBER 7, 2024**

CITIZEN'S ADVISORY COMMITTEE APPOINTMENTS

Presented by Aaron Galinis,
Senior Airport Planner

SUMMARY

Subject to the recommendation of the Legal, Government, and Environmental Affairs Committee ("Committee") at its meeting immediately prior to the Commission meeting, Staff seeks a recommendation from the Commission that it appoint Citizen's Advisory Committee ("CAC") nominees provided by the Cities of Burbank, Glendale, and Pasadena.

BACKGROUND

On January 16, 2024, the Commission awarded a contract to Harris Miller Miller and Hanson ("HMMH") to undertake an Airport Noise Compatibility Study, which is commonly known as a "Part 150 Study." A Part 150 Study comprises two specific categories of documents as deliverables, which are (i) Noise Exposure Maps ("NEMs") that depict existing and 5-year forecast future conditions of airport noise contours at 65 and 70 decibels of Community Noise Equivalent Level ("CNEL"), and (ii) a Noise Compatibility Program ("NCP") that identifies programs and policies to remedy untreated residential and educational land uses located within those contours. HMMH is currently performing technical analysis associated with these tasks and will begin a concurrent community outreach process following the appointment of the CAC membership.

During its March 18, 2024 meeting, the Commission adopted Resolution No. 510 to reestablish the CAC as a nine-member body representing the Cities of Burbank, Glendale, and Pasadena. Pursuant to Section 3 of the resolution, the function of the CAC is to be a purely advisory body during the Part 150 Study that focuses exclusively on: (i) gathering public input on airplane noise issues associated with the airport; and (ii) assisting in the update of the Authority's NEMs and NCP. Resolution 510 also directed staff to solicit CAC nominations from the city managers of each city.

The Cities of Burbank, Glendale, and Pasadena each selected three CAC nominees through independent processes. The CAC will become active upon appointment of the membership by the Commission and shall dissolve upon the Authority's submission of updated NEMs and NCP to the FAA. The names of the CAC nominees are presented as follows:

City of Burbank:

- Raymond Scholl
- Laura Ioanou
- Martin Perlmutter

City of Glendale:

- Aurora Abracia
- Adrian Fieda
- Carl Povilaitis

City of Pasadena:

- Rey Rodriguez
- Dino Barajas
- Phlunté Riddle

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately prior to the Commission meeting, Staff seeks a recommendation from the Commission that it appoint to the CAC the nominees submitted by the Cities of Burbank, Glendale, and Pasadena.



10-7-24 Commission Mtg.
Item No. 6.a.

Jacobs

Challenging today.
Reinventing tomorrow.

Replacement Passenger Terminal Burbank Water & Power Aid-in-Construction Agreements

Presented to:

Burbank Glendale-Pasadena Airport Authority

Commission Meeting

October 7, 2024

Presented by:

Jacobs Program Management Co.

1. Electrical Power Overview

2. Proposed Board Actions



1. Electrical Power Overview

2. Proposed Board Actions



Current Electrical Power Overview

■ Permanent Power

- Previous permanent power demands for the new facilities were estimated to be approximately 5 Megawatts (MS)
- As updated power demand forecast performed in 2022/23 showed a projected future demand of approximately 18 MW. The significant increase was due to:
 - A more detailed project definition related to the facilities to be constructed, and;
 - Recent City of Burbank Ordinances related to electric vehicle charging requirements for new parking facilities.

■ Construction Power

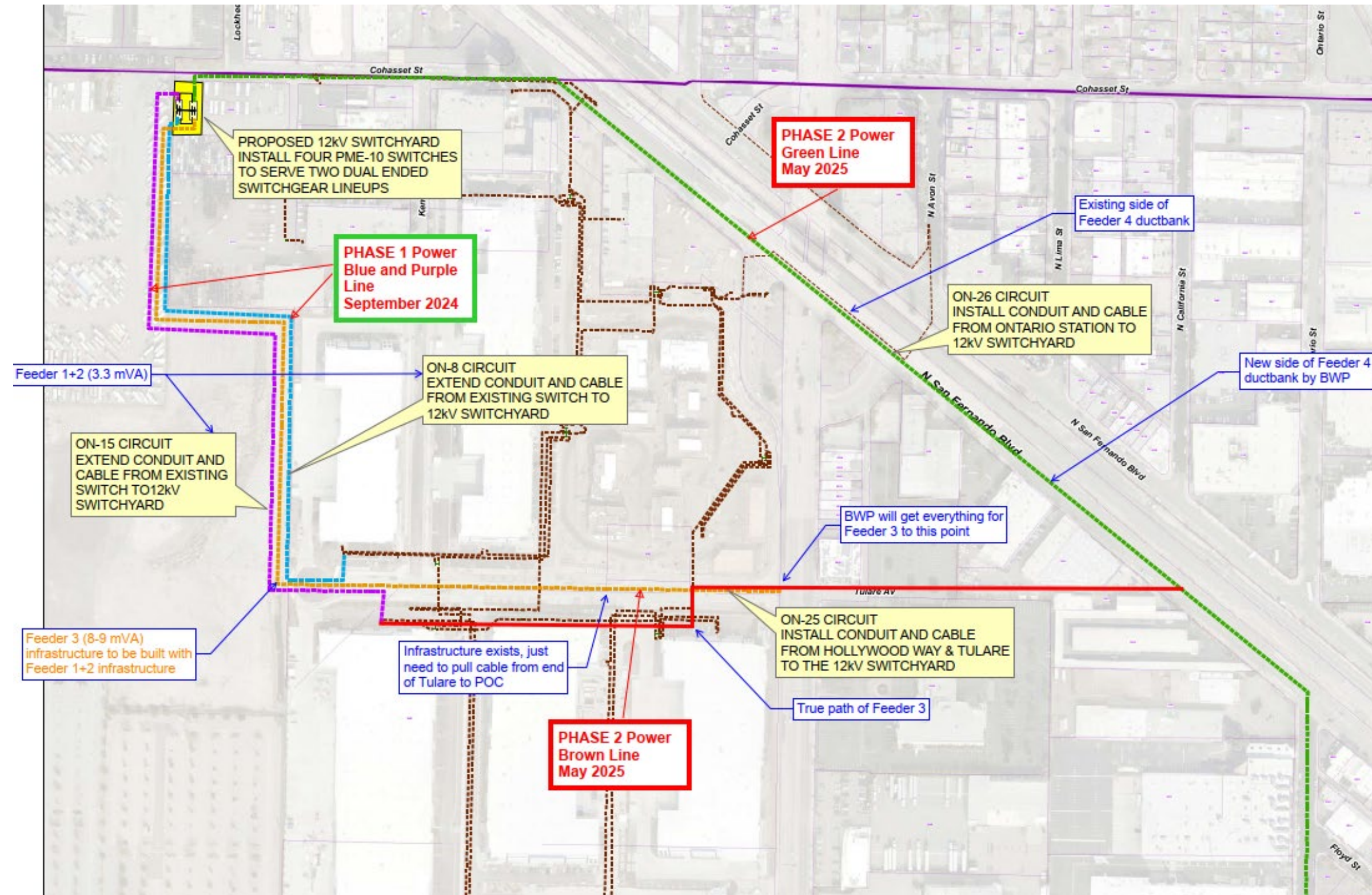
- A construction temporary power demand analysis was performed by the Design-Build team in May of 2023. The projected temporary power demand for construction was found to exceed the power available to BGPAA from the Ontario Substation.

Construction/Temporary Electrical Power Solution

■ Construction/Temporary Power

- The RPT project team met with BWP staff and developed an approach to provide power for construction and sufficient temporary power to commission and operate the RPT until a permanent power solution is constructed.
- The temporary solution is being delivered in two phases.
 - Phase 1: BWP has committed to provide construction and power to enable construction to continue as scheduled.
 - Phase 2: BWP has committed to provide sufficient temporary power to enable commissioning and operations of the RPT project until a permanent power solution is in place.
- The approach includes the following significant elements
 - Installation of new electrical switch gear on the RPT site
 - Extending existing power feeds 1 & 2 to the site.
 - Installation of two new power feeds from the Ontario Substation to the RPT site

Outcome: BWP Temporary Power to the RPT



Permanent Electrical Power Solution

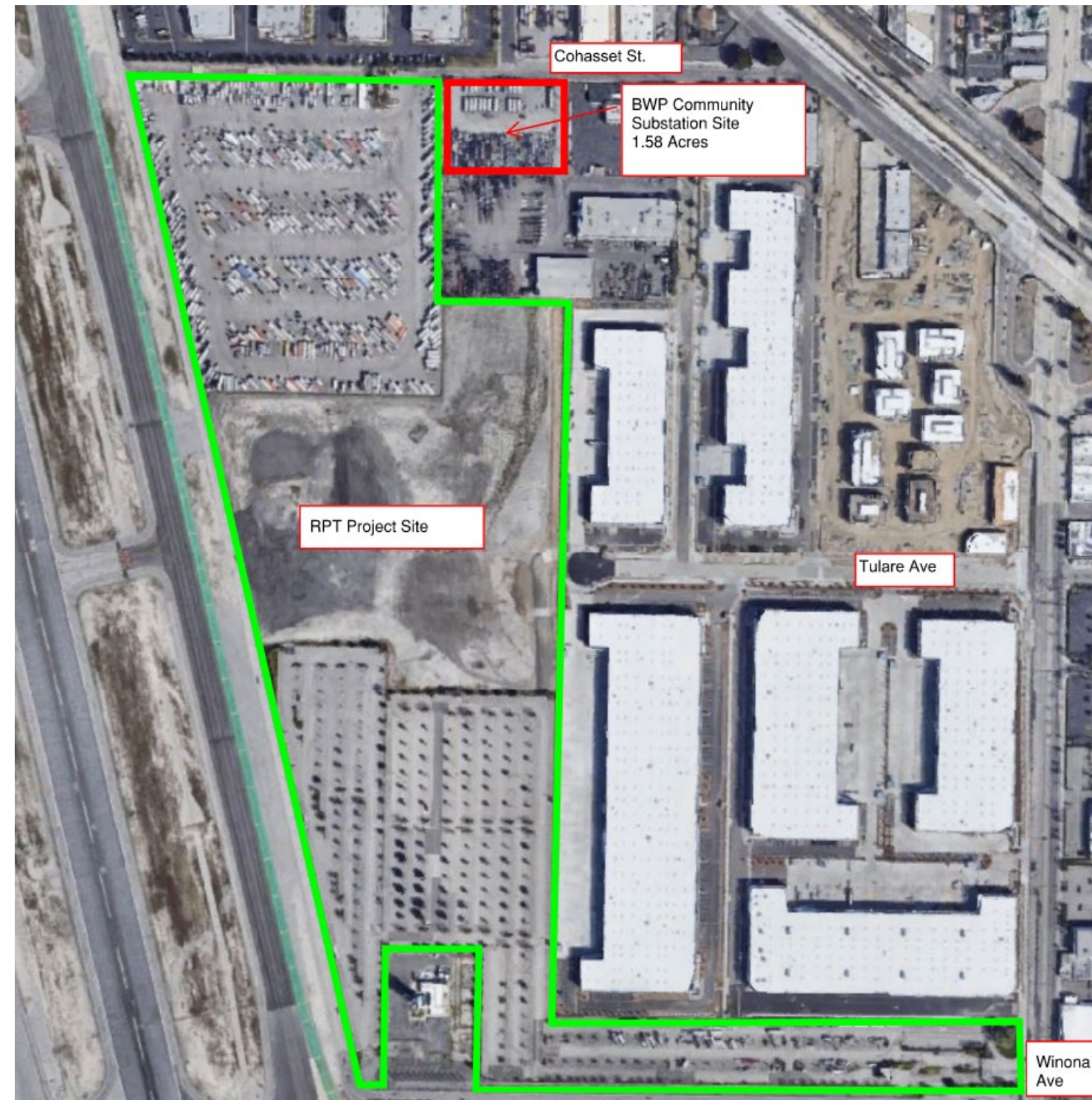
- Permanent Power
 - BWP has proposed two alternatives to meet BGPAA’s permanent power requirements.
 - Development of a new “Customer” Substation. The Customer Substation would only serve BUR.
 - Development of a new “Community” Substation. The Community Substation would provide power to BUR as well as future development north of BUR.
 - Staff has recommended proceeding with the development of a Community Substation for the following reasons.
 - BGPAA’s initial capital costs for both the customer and community stations are identical
 - BGPAA would be responsible for O&M, refurbishment and replacement of a Customer Substation
 - BWP will be responsible for O&M, refurbishment and replacement of Community Substation

Permanent Electrical Power Solution (Continued)

– Additional Community Station Benefits

- The Community Station will be fed by four transmission lines providing a redundant power supply to BUR.
 - This also presents a financial benefit to BGPAA. BGPAA is paying for the two lines for construction/temporary power. Under a Customer Substation BWP will not have sufficient power from the Ontario Substation to maintain power to the two transmission lines.
- In the event of a substation outage BWP will provide priority response to correct the outage. BWP's response time to a Customer Substation may be up to five days.
- BGPAA will have access to additional power above the initial demand.

Community Substation Location (1.58 Acres)



1. Electrical Power Overview

2. Proposed Board Actions



Aid-in-Construction Agreements

- \$3,228,200 for Phase 2 (17 MW Temporary Terminal Power)
 - Substructure installation
- \$7,110,070 for Phase 2 (Temporary Terminal Power) 12kV Distribution
 - On-site switch gear, partial conversion of BWP Clybourn substation
- Costs for the AIC Agreements are included in the RPT Project Budget approved by the Commission
- Updated Electrical Power Costs

Substation Work	\$33,123,198	
Offsite Sub Transmission Work	\$19,650,000	
Credit for the Ontario Substation Capacity (5.0 MVA)	\$(1,706,640)	
BMP Credit to construct the new community Substation	<u>\$(10,233,264)</u>	BWP's substation estimate has increased by \$10,000,000
Total Substation Costs	\$50,833,294	
Temporary Construction Power (June 2024 & May 2025)	<u>\$11,800,000</u>	
Total RPT BWP Power Costs	\$62,633,294	



**Hollywood
Burbank**
Airport

10-7-24 Commission Mtg.
Item Nos. 6.b. and 6.c.

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Challenging today.
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Replacement Passenger Terminal

Avion Property Tree &

Landscaping Guaranty

&

Retaining Wall Finish

Presented to:

Burbank-Glendale-Pasadena Airport Authority

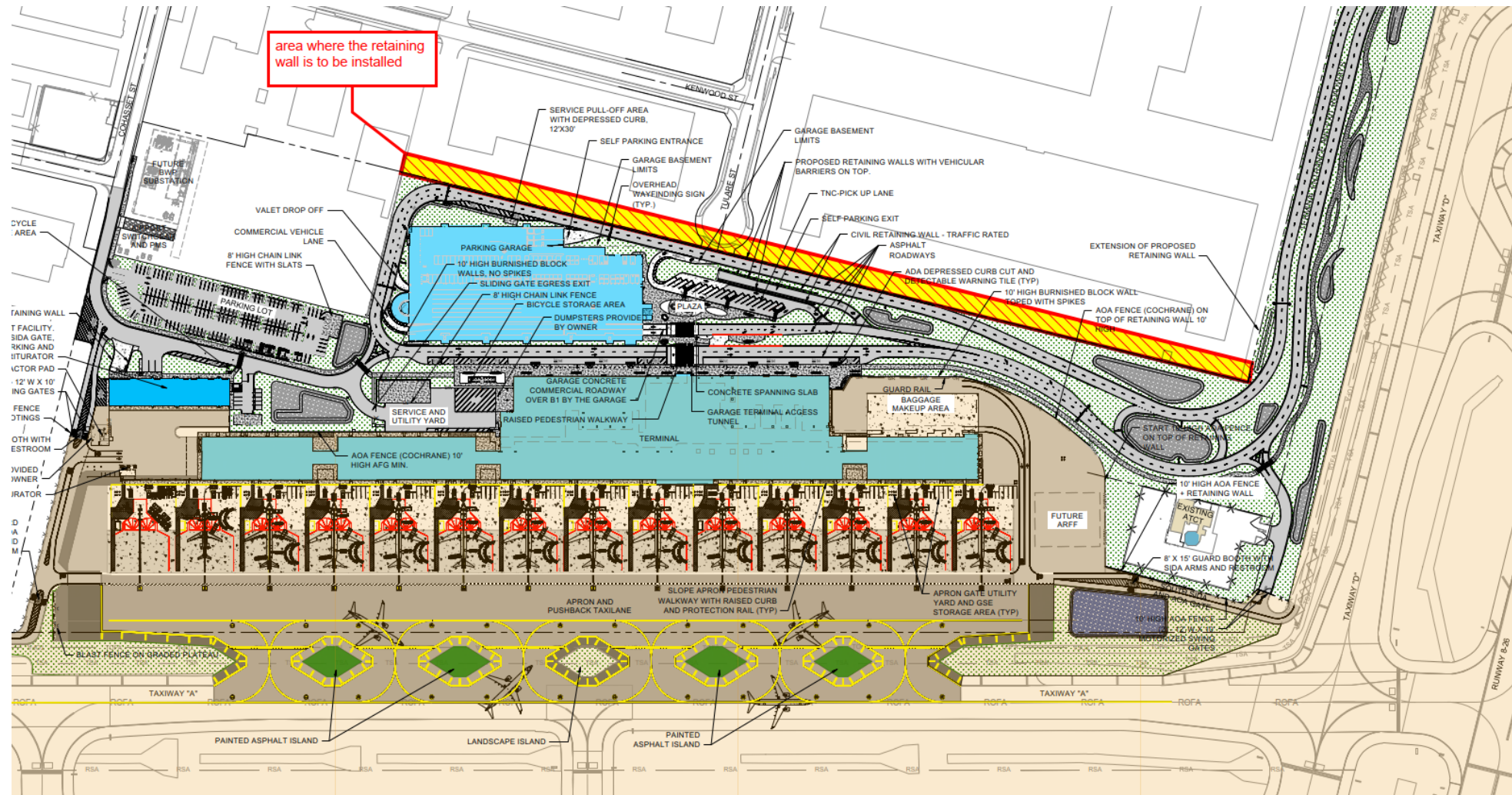
Commission Meeting

October 7, 2024

Presented by:

Jacobs Program Management Co.

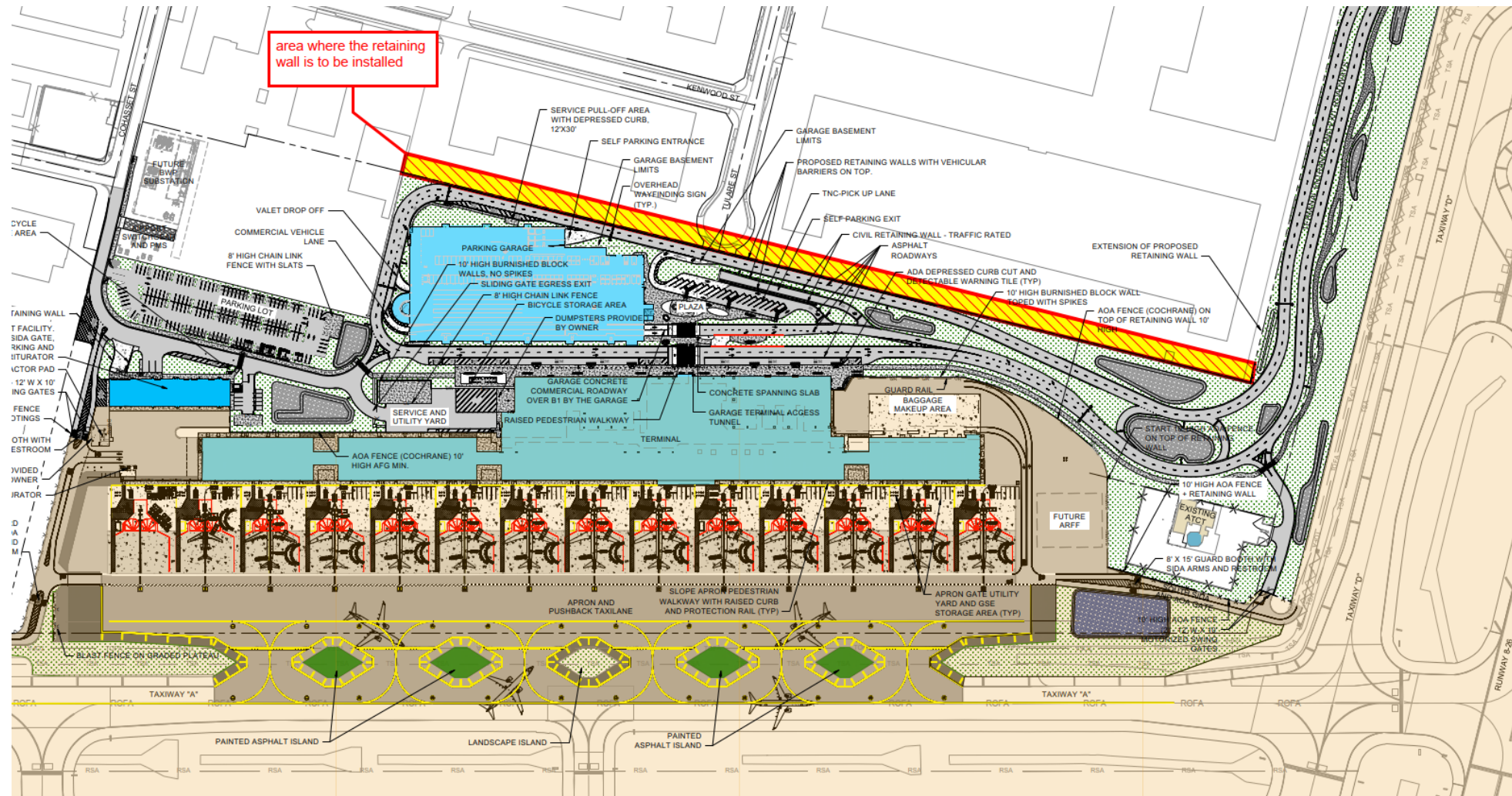
Background



- +/- 15 foot grade differential required construction of a 2000 + foot long retaining wall between Avion and the RPT site.
- Site construction required a construction easement on the Avion property and demolition of fencing and landscaping on the Avion property.
- The Avion property was developed under a Development Agreement (DA) between Burbank Industrial Investors (BII) and the City of Burbank.
- The DA included several conditions of approval related to tree canopy coverage and retaining wall finishes

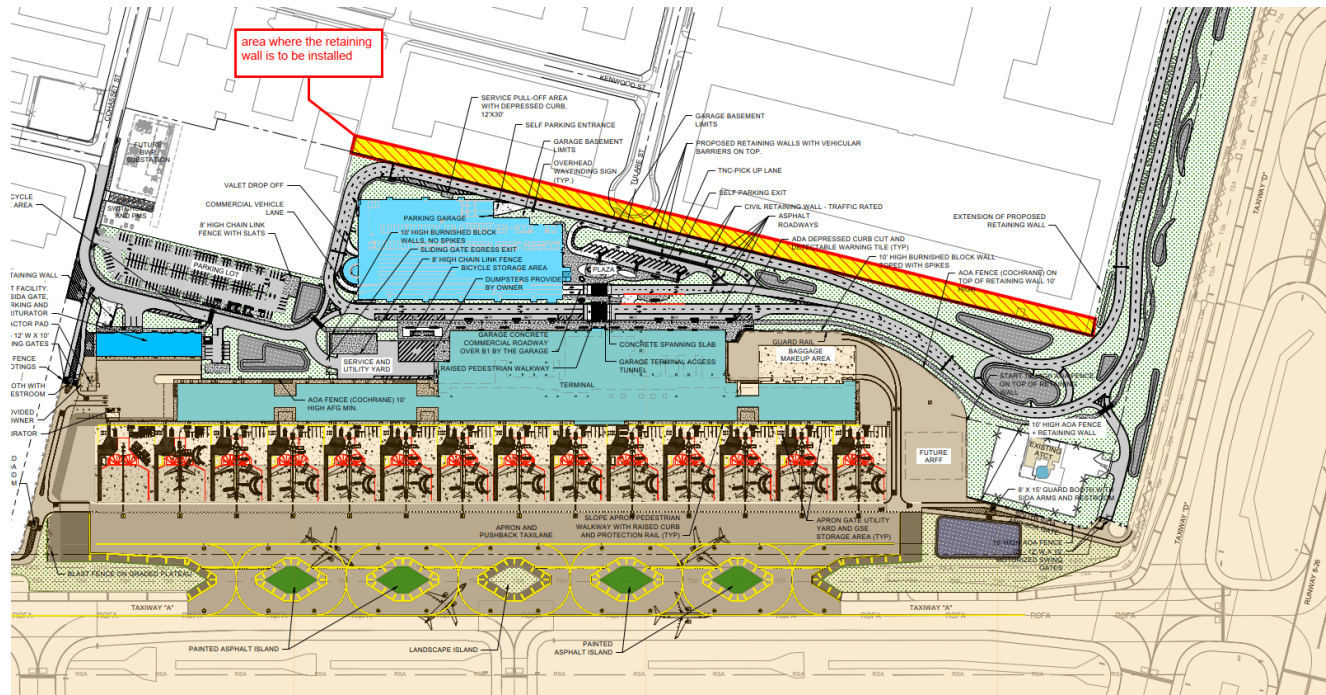
A SITE PLAN OVERALL
C-101

Proposed Board Actions

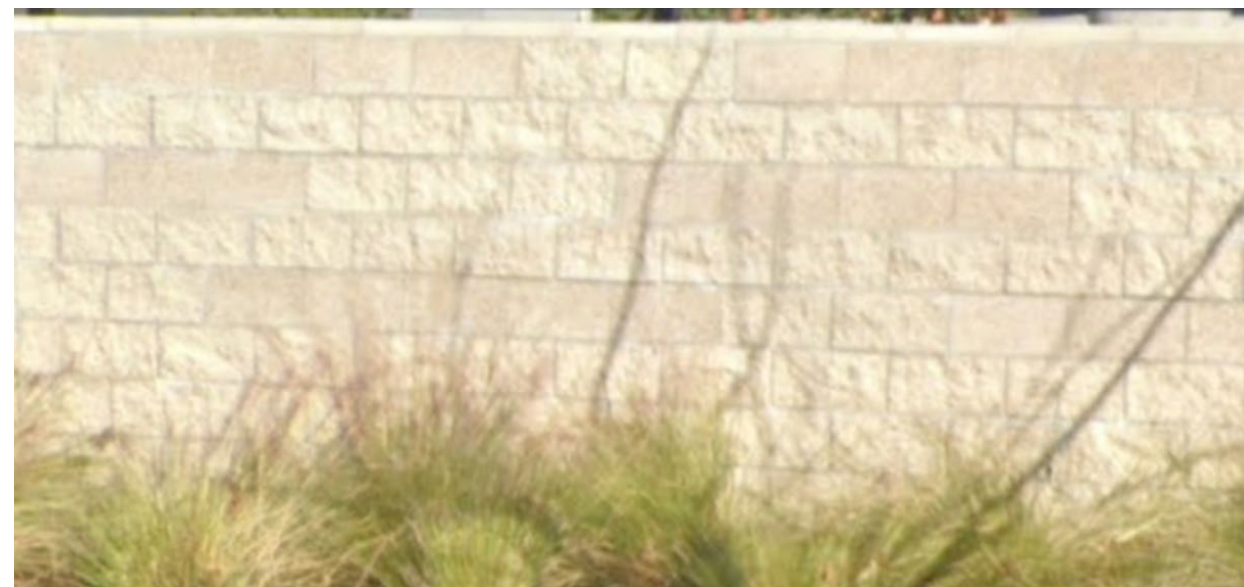
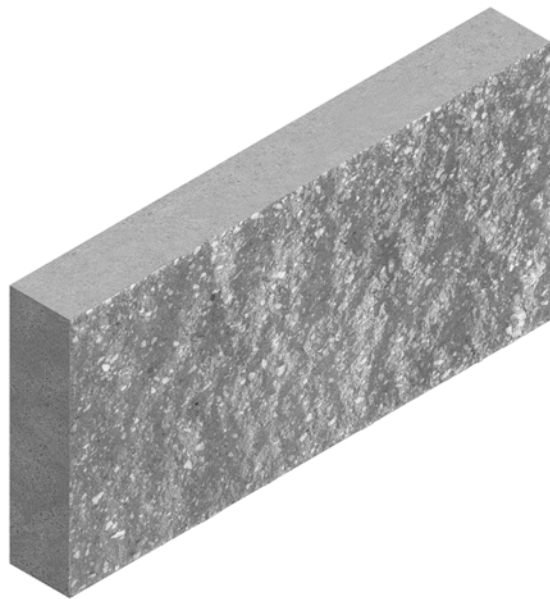


- **Tree and Landscaping Replacement Guaranty**
 - Tree and Landscaping removal on the Avion site results in BII being in non compliance with their DA.
 - As a condition of site access and the construction easement BII is requiring an agreement protecting BII against economic losses from the City of Burbank related to the DA non compliance.
 - The guaranty also requires BGPAA to replace the trees and landscaping when the retaining wall is complete.

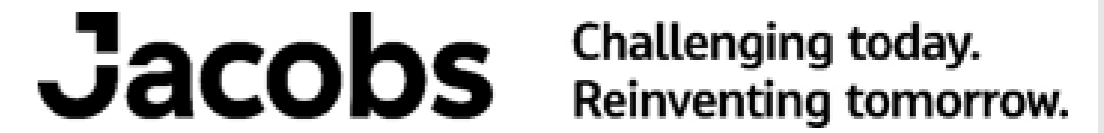
Proposed Board Actions (Continued)



A SITE PLAN OVERALL



- **Retaining Wall Finish**
 - The GMP from HPTJV included a standard concrete finish on the retaining wall.
 - As a condition of site access and the construction easement BII is requiring that the retaining wall finish be consistent with the requirements of the DA between BII and the City of Burbank.
 - Staff is requesting a change order not-to-exceed \$2,400,000 to install a masonry split face veneer to the entirety of the retaining wall.



10-7-24 Commission Mtg.
Item 7.a.

Replacement Passenger Terminal Burbank Construction Status

Presented to:

Burbank-Glendale-Pasadena Airport Authority

October 7, 2024

Presented by:

Patrick Lammerding

Deputy Executive Director, Planning and Development

Jacobs Program Management Co.



Hollywood-Burbank Airport Replacement Passenger Terminal

09/22/24 - 09/28/2024

Terminal Photos



Area C Backfill



Area A Steel

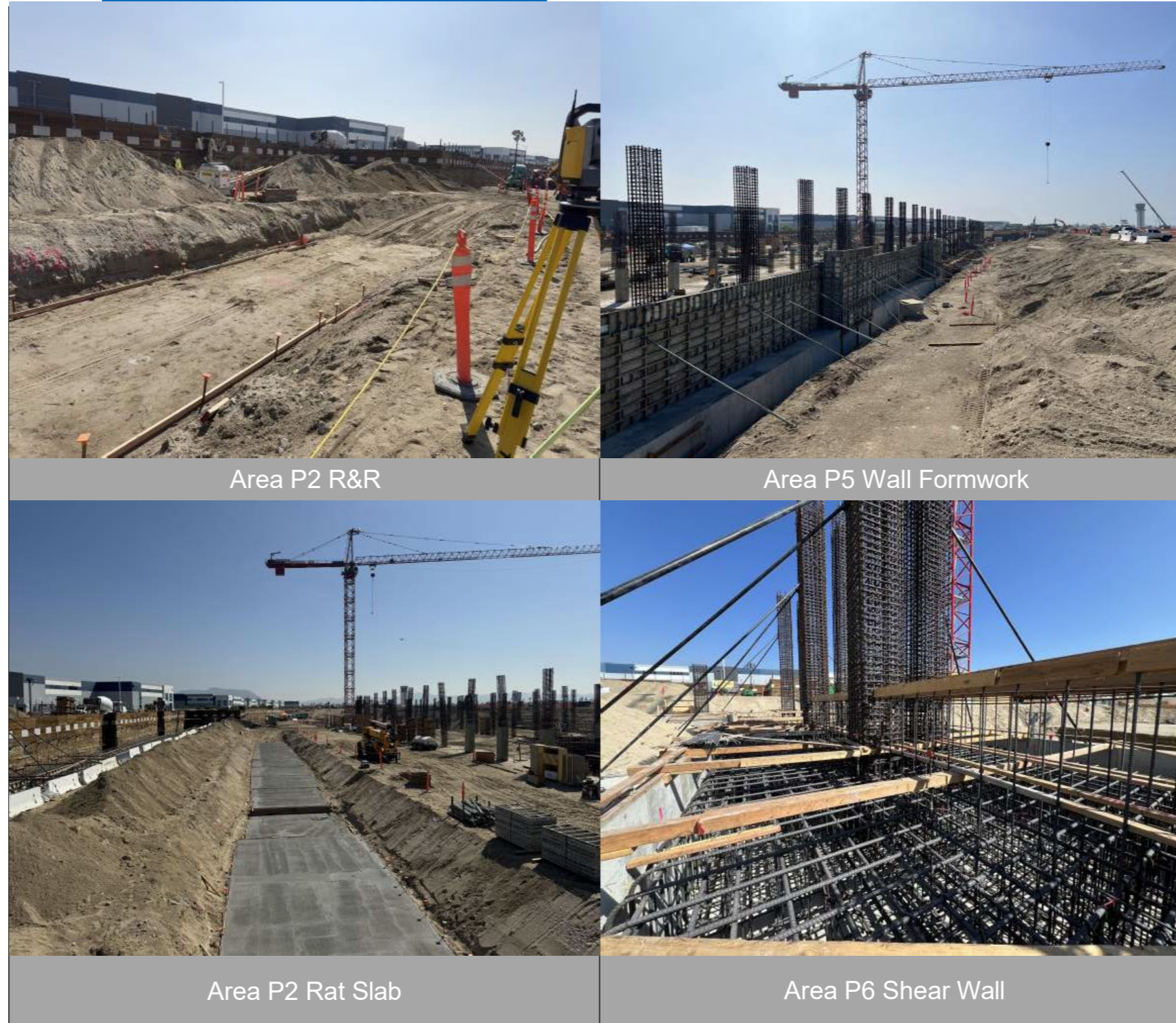


Area C Steel



Area B SOG

Parking Garage Photos



Area P2 R&R

Area P5 Wall Formwork

Area P2 Rat Slab

Area P6 Shear Wall

Civil Photos



East Retaining Wall Ductbank



East Retaining Wall Waterproofing



Storm Drain Line Install



BWP Ductbank