

June 12, 2025

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, June 16, 2025, 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 June 16, 2025 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, June 16, 2025

- 1. ROLL CALL
- PLEDGE OF ALLEGIANCE
- 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) May 7, 2025	[See page 1]
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2) Finance and Administration Committee

(1)	May 27, 2025	[See page 3]

(ii) May 19, 2025 [See page 4]

b. Commission Minutes

) June 2, 2025	[See page 6]

c. Amendment No. 1 to Employment Agreement
 Deputy Chief of Police

[See page 12]

d. Transportation Security Administration Terminal Space Lease

[See page 15]

e. Memorandum of Agreement – Replacement Passenger Terminal Project Checked Baggage Inspection System Equipment

[See page 22]

f. Approval of Aid-In-Construction Payment Deposit Replacement Passenger Terminal Project

[See page 24]

6. ITEMS FOR COMMISSION APPROVAL

a. Waiver and License by Lessor to Secured Party for the Benefit of International Lease Finance Corporation

[See page 28]

7. ITEMS FOR COMMISSION DISCUSSION

- a. Introduction to Airport Certification; 14 CFR Part 139
- b. Commissioning of a Book on the History of Hollywood Burbank Airport

8. ITEMS FOR COMMISSION INFORMATION

- a. Suspension of the Elevated Walkway Escalator Operations
- b. Replacement Passenger Terminal Project Construction Update
- 9. ITEMS PULLED FOR DISCUSSION
- 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 a future meeting.)
- 12. PUBLIC COMMENT
- 13. ADJOURNMENT

Today's meeting is adjourned in honor of former Commissioner Don Brown who passed on June 8. Mr. Brown served on the Commission from 2001 to 2021, and his 20-year service is the second longest in the Authority's history.

COMMISSION NEWSLETTER

Monday, June 16, 2025

[Regarding agenda items]

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. A copy of the approved minutes of the Executive Committee regular meeting of May 7, 2025, a copy of the approved minutes of the Finance and Administration Committee special meeting of May 27, 2025, and a copy of approved minutes of the regular meeting of May 19, 2025, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the June 2, 2025, Commission minutes are included in the agenda packet for review and approval.
- c. AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT DEPUTY CHIEF OF POLICE. A staff report is included in the agenda packet. This item seeks Commission authorization to execute Amendment No. 1 to the Authority's Employment Agreement, copy attached, with the Deputy Chief of Police. The amendment increases the annual base salary and increases the annual Peace Officer Standards and Training certification benefit. Effective July 1, 2025, the base salary will be \$247,000 reflecting a 5% increase, and the Peace Officer Standards and Training. Executive Certificate Level benefit will increase to \$30,000. All other benefits remain the same.
- d. TRANSPORTATION SECURITY ADMINISTRATION TERMINAL SPACE LEASE. A staff report is included in the agenda packet. At its meeting on June 2, 2025, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Terminal Space Lease with General Services Administration on behalf of the Transportation Security Administration for 3,500 square feet of exclusive use space for a period of one year.
- e. MEMORANDUM OF AGREEMENT REPLACEMENT PASSENGER TERMINAL PROJECT CHECKED BAGGAGE INSPECTION SYSTEM EQUIPMENT. A staff report is included in the agenda packet. At its special meeting on June 9, 2025, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve the ratification of the Executive Director's execution of a Memorandum of Agreement ("Agreement") with the Transportation Security Administration ("TSA") for a new in-line Checked Baggage Inspection System ("CBIS") at the Replacement Passenger Terminal. The Agreement defines each party's responsibilities to ensure the timely procurement, delivery, and installation of the CBIS.

f. APPROVAL OF AID-IN-CONSTRUCTION PAYMENT DEPOSIT – REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. At its special meeting on June 9, 2025, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve an Aid-In-Construction deposit request from the City of Burbank for continued Phase 3 engineering of a community substation permanent power solution in the amount of \$225,000.

6. ITEMS FOR COMMISSION APPROVAL

a. WAIVER AND LICENSE BY LESSOR TO SECURED PARTY FOR THE BENEFIT OF INTERNATIONAL LEASE FINANCE CORPORATION. A staff report is included in the agenda packet. Subsequent to the recommendation of the Operations and Development Committee at its meeting immediately prior to the Commission meeting, Staff seeks Commission approval of a Waiver and License by Lessor to Secured Party ("Agreement") to give International Lease Finance Corporation ("ILFC") access to certain physical assets of Avelo Airlines ("Avelo") currently stored in Hangar 1A. The proposed Agreement is in support of a loan Avelo is seeking from ILFC.

7. ITEMS FOR COMMISSION DISCUSSION

- a. INTRODUCTION TO AIRPORT CERTIFICATION: 14 CFR Part 139. No staff report attached. At the request of the Commission, Staff will present an introduction of FAA Airport Certification requirements codified under 14 Code of Federal Regulations Part 139.
- b. COMMISSIONING A BOOK ON THE HISTORY OF HOLLYWOOD BURBANK AIRPORT. No staff report attached. This item is agendized, at the request of Commissioner Ovrom, to provide the Commission the opportunity to discuss pursuing the development and publication of a book regarding the history of the Airport. Attached is a memorandum prepared by Commissioner Ovrom on the subject and was discussed at the Operations Committee. The Committee recommended this item be brought to the Commission for further discussion.

8. ITEMS FOR COMMISSION INFORMATION

- a. SUSPENSION OF THE ELEVATED WALKWAY ESCALATOR OPERATIONS. No staff report attached. Since the opening of Elevated Walkway Escalators in 2012, the expense to operate and maintain the two escalators has increased significantly. After a number of stoppages, a recent assessment of the equipment determined a major rehabilitation that would exceed over \$350,000, subject to the availability of certain parts, would be necessary for the escalators to continue to be operational until the opening of Replacement Passenger Terminal. Additionally, the type of wear and tear the equipment is subjected to makes the equipment vulnerable to breakage. The valet center has one elevator as well as a staircase to provide vertical transport from the ground floor to the Elevated Walkway. Staff recommend transitioning away from the escalators for safety as well as cost for the next 16 months. Staff will monitor the activity level and report back to the Commission if there is a need to restart the escalator equipment.
- b. REPLACEMENT PASSENGER TERMINAL PROJECT CONSTRUCTION UPDATE. No staff report attached. An updated video will be shown.

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

WEDNESDAY, MAY 7, 2025

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 9:03 a.m., by Commissioner Najarian.

1. ROLL CALL

Present: Commissioners Talamantes and Najarian

Absent: Commissioner Hampton

Also Present: Staff: John Hatanaka, Executive Director

Perry Martin, Sr. Program Manager, Jacobs

Project Management Co.

2. Approval of Agenda

Motion Commissioner Talamantes moved approval

of the agenda, seconded by Commissioner

Najarian.

Motion Approved The motion was approved (2–0, 1 absent).

3. Public Comment There were no public comments.

4. Approval of Minutes

a. April 2, 2025 A draft copy of the Committee meeting minutes of

the April 2, 2025, meeting was included in the

agenda packet for review and approval.

Motion Commissioner Talamantes moved approval

of the Committee minutes; seconded by

Commissioner Najarian.

Motion Approved There being no objections, the motion was

approved (2-0, 1 absent).

5. Items for Information

a. Replacement Passenger Terminal

Project Construction Update

Jacobs Project Management provided a

construction update and the latest progress video.

b. Committee Pending Items Staff informed the Committee of future pending

items that will come to the Committee for review.

6. Adjournment

There being no further business, the meeting was adjourned at 9:28 a.m.

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

MONDAY, MAY 27, 2025

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:05 a.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Ovrom and Quintero

Absent: None

Also Present: Staff: John Hatanaka, Executive Director;

Kathy David, Senior Deputy Executive Director

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

Motion Commissioner Ovrom moved approval;

seconded by Commissioner Quintero.

Motion Approved The motion was approved (3–0).

3. Public Comment There were no public comments.

4. Items for Discussion

a. Proposed Fiscal Year 2025/2026 ("FY 2026") Annual Budget and Resolution 517 of the Burbank-Glendale-Pasadena Airport Authority Adopting the FY 2026 Annual Budget Staff presented and discussed with the Committee the final proposed FY 2026 budget.

After the discussion, Staff requested that the Committee recommend to the Commission approval of Resolution No. 517 adopting the FY 2026 budget. Staff also informed the Committee of the concurrence received from the AAAC regarding the FY 2026 budget.

Motion Commissioner Quintero moved approval;

seconded by Commissioner Ovrom

Motion Approved The motion was approved (3–0).

5. Adjournment The meeting was adjourned at 10:13 a.m.

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

MONDAY, MAY 19, 2025

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 10:15 a.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Ovrom and Quintero

Absent: None

Also Present: Staff: John Hatanaka, Executive Director; Kathy David,

Senior Deputy Executive Director; David Kwon, Director,

Financial Services

Troy Rossow, Director, Institutional Relationship

Management, Columbia Threadneedle Investments (via teleconference); Ron Stahl, Senior Portfolio Manager, Columbia Threadneedle Investments (via teleconference)

2. Staff Announcement: AB 23 The 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 Ovrom moved approval; seconded by

Commissioner Quintero.

Motion Approved The motion was approved (3–0).

4. Public Comment There were no public comments.

5. Approval of Minutes

a. May 5, 2025 A draft copy of the minutes of the meeting of May 5, 2025,

was included in the agenda packet for review.

Motion Commissioner Quintero moved approval; seconded by

Commissioner Ovrom.

Motion Approved The minutes were unanimously approved (3–0).

6. Items for Discussion

a. CMIA Quarterly Report (January 1, 2025 – March 31, 2025) Troy Rossow of Columbia Threadneedle Investments, the Authority's investment advisor, participated via teleconference.

Mr. Rossow and his colleague, Ron Stahl, who also participated via teleconference, presented a quarterly update on the status of the Authority's Operating and Passenger Facility Charge Investment portfolios ended March 31, 2025.

b. FY 2026 Budget Development

Staff continued the FY 2026 budget development process with the Committee, focusing on proposed Operations & Maintenance expenditures.

7. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

8. Adjournment

The meeting was adjourned at 11:44 a.m.

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

MONDAY, JUNE 2, 2025

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 9:03 a.m., by President Najarian.

1. ROLL CALL

Present: Commissioners Najarian, Hampton, Quintero,

Ovrom, Asatryan, Lyon, Wilson, Gabel-Luddy

Absent: Commissioner Talamantes

Also Present: Staff: John Hatanaka, Executive Director;

Kathy David, Senior Deputy Executive Director; Ed Skvarna, Director of Public Safety/Chief of Police; Lewis Pianka, Airport

Fire Chief

2. PLEDGE OF ALLEGIANCE Commissioner Najarian 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, Hampton, Quintero,

Ovrom, Asatryan, Lyon, Wilson

Gabel-Luddy

NOES: None

ABSENT: Talamantes

NOTE: Staff asked that Item No. 7.a. be taken out of order. The Commission President accommodated this request.

President Najarian took a moment to introduce the new Commissioner from Pasadena, Jason Lyon.

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.) Debbie, Studio City; Laura, Burbank

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) Operations and Development Committee
 - (i) May 5, 2025 Approved minutes of the May 5 2025, Operations and Development Committee

meeting were included in the agenda packet

for information purposes.

- 2) Finance and Administration Committee
 - (i) May 5, 2025 Approved minutes of the May 5, 2025,

Finance and Administration Committee meeting were included in the agenda packet

for information purposes.

- b. Commission Minutes
 - 1) May 19, 2025 A draft copy of the minutes of the

Commission meeting of May 19, 2025, was included in the agenda packet for review and

approval.

c. Award of Professional Services Agreement – Taxiway A and C Extension Design Services At its meeting on May 19, 2025, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission award HNTB Corporation a

Professional Services Agreement for \$3,345,260 for Taxiway A and C extension project design services. These services will

be a multi-year effort.

MOTION Commissioner Quintero moved approval of

the Consent Calendar; seconded by

Commissioner Asatryan.

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

AYES: Najarian, Hampton, Quintero,

Ovrom, Asatryan, Lyon, Wilson

Gabel-Luddy

NOES: None

ABSENT: Talamantes

Commissioner Wilson raised a question about the budget for Item No. 5.c. Staff addressed his question.

6. ITEMS FOR COMMISSION APPROVAL

a. Committee Assignments

Commissioner Najarian appointed Commissioner Lyon to the Legal, Government and Environmental Affairs Committee.

 b. City of Los Angeles – Fire Protection, Specialized Rescue and Emergency Medical Services Automatic Aid Agreements At its meeting on May 19, 2025, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve a Memorandum of Agreement ("MOA") with the City of Los Angeles for automatic aid and exchange of fire protection, specialized rescue and emergency medical services. This MOA names the key terms of mutual aid for the Los Angeles City Fire Department and the Hollywood Burbank Airport Fire Department to coordinate with each other for fire and emergency medical service response protocols for on-and-of Airport incidents.

Motion

Commissioner Hampton moved approval; seconded by Commissioner Wilson.

Motion Approved

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

AYES: Najarian, Hampton, Quintero,

Ovrom, Asatryan, Lyon, Wilson

Gabel-Luddy

NOES: None

ABSENT: Talamantes

c. Proposed Fiscal Year 2025/2026 ("FY 2026") Annual Budget and Resolution No. 517 of the Burbank-Glendale-Pasadena Airport Authority Adopting the FY 2026 Annual Budget Staff presented the proposed FY 2025/2026 ("FY 2026") annual budget to the Commission, including Resolution No. 517 adopting the FY 2026 budget. At the May 27, 2025, special meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3–0) to recommend to the Commission that it adopt Resolution No. 517 and approve the proposed FY 2026 annual budget.

Motion

Commissioner Wilson moved approval; seconded by Commissioner Hampton.

Motion Approved

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

AYES: Najarian, Hampton, Quintero,

Ovrom, Asatryan, Lyon, Wilson

Gabel-Luddy

NOES: None

ABSENT: Talamantes

7. ITEMS FOR COMMISSION INFORMATION

a. 2024 Burbank-Glendale-Pasadena Airport Police Officer of the Yard Award Officer Fernando Munoz was selected as the Airport Police Officer of the Year for his outstanding contributions to the safety and service of the Airport community. Our congratulations go out to Officer Munoz.

b. 2024 Burbank-Glendale-Pasadena Airport Firefighter of the Year Award Chief Lewis Pianka was selected as 2024 Airport Firefighter of the Year, in part due to his calm demeanor, strong work ethic, commitment to excellence and for his leadership over the past year. Our congratulations go out to Chief Lewis Pianka.

8. CLOSED SESSION

The meeting was convened to Closed Session at 10:34 a.m.

 a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b))
 Title: Deputy Chief of Police)

b. CONFERENCE WITH LABOR NEGOTIATOR (California Government Code Section 54957.6)

Authority Representative: John T. Hatanaka, Executive Director

Unrepresented Employee: Deputy Chief of Police

c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))

Name of Case: SSP America, Inc., SSP America BUR, LLC v. Burbank-Glendale-Pasadena Airport Authority (FAA Docket No. 16-25-04)

Meeting reconvened to Open Session The meeting was reconvened to open

session at 10:53 a.m.

Closed Session Report There was nothing to report from the Closed

Session.

9. ITEMS PULLED FOR DISCUSSION

There were no items pulled for discussion.

10. EXECUTIVE DIRECTOR COMMENTS

The Executive Director commented on the following:

- He informed the Commission that during the previous week he spoke at the retirement luncheon for Mark McClardy, Director of the Western Pacific Region Office of Airports, a position he held for over 20 years. Mr. McClardy was instrumental helping the Authority with matters involving the Replacement Passenger Terminal Project.
- The bas relief of Bob Hope, which had been on display in the Terminal A lobby, has been removed and relocated to March Airforce Base by the Hope family.
- 11. COMMISSIONER COMMENTS
 (Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.)

Commissioner Quintero informed the Commission of his attendance at the recent Part 150 Community Advisory Committee meeting.

Commissioner Gabel-Luddy updated Commissioner Lyon on issues dealing with the take-offs on the runways at the Airport in response to comments made during Public Comment.

Commissioner Gabel-Luddy also asked about the Environmental Assessment study which is currently being undertaken. Staff informed her that an update will be given to the Commission in October/November 2025.

She also posed a question regarding human trafficking by asking if certain information could be placed on the seatbacks of our airlines to provide directions for those seeking help or seeking to provide help. Staff will research and provide answers to this request.

		Commissioner Najarian commented on the take-off situation, as well as clarification of the make-up of the Board membership of the Commission.
12.	PUBLIC COMMENT	There were no additional comments.
13.	ADJOURNMENT	The meeting was adjourned at 11:10 a.m.
		_
	Ara Najarian, President	Tyron Hampton, Secretary
	Date	
	DAIE	LIME

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY JUNE 16, 2025

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT DEPUTY CHIEF OF POLICE

Prepared by John T. Hatanaka Executive Director

SUMMARY

This item seeks Commission authorization to execute Amendment No. 1 to the Authority's Employment Agreement, copy attached, with the Deputy Chief of Police. The amendment increases the annual base salary and increases the annual Peace Officer Standards Training ("POST") certification benefit. Effective July 1, 2025, the base salary will be \$247,000, reflecting a 5% increase, and the POST Executive Certificate Level benefit will increase to \$30,000. All other benefits remain the same.

BACKGROUND

In June 2024, the Authority offered an Employment Agreement to Aniello Gallucci as Deputy Chief of Police for the Authority. Deputy Chief Gallucci began his service effective June 17, 2024, with a base salary of \$235,125 and a POST certification level benefit of \$24,000. Director of Public Safety/Chief of Police Skvarna has submitted an evaluation of Deputy Chief Gallucci's performance for the past year. Based on this performance evaluation, the proposed amendment amends the Agreement to (i) increase the annual base salary by 5%; and (ii) increase Deputy Chief Gallucci's POST Certificate payment to reflect his POST Executive Level Certification.

RECOMMENDATION

It is recommended that the Commission approve the attached Amendment No. 1 to provide the Deputy Chief of Police with an increase in salary and POST Certificate Level payment as described above.

3121000.2 STAFF REPORT\COMMISSION\6-16-2025 AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT DEPUTY CHIEF OF POLICE

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT BETWEEN BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND ANIELLO GALLUCCI

THIS AMENDMENT NO. 1 ("First Amendment") to the June 17, 2024 Employment Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Employer"), and Aniello Gallucci, an individual ("Employee"), is dated February 17, 2025 for reference purposes.

RECITALS

- A. The parties executed the Agreement to provide for Employer's employment of Employee in the role of Deputy Chief of Police.
- B. The parties desire to amend the Agreement to: (i) increase Employee's annual base salary; and (ii) increase Employee's annual POST certification benefit.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Amendment of Section 4</u>. Subparagraph 1 ("Base Salary") of Paragraph A ("Salary and Other Payment") of Section 4 ("Salary and Benefits") of the Agreement is amended to read as follows:
- "(1) Base Salary. Through June 30, 2025, Employee's annual base salary is \$235,125. Effective July 1, 2025, Employee's annual base salary is \$247,000. Employee's annual base salary is subject to legally permissible, voluntary, or required withholding, and shall be paid on Employer's normal paydays. Further adjustments to the base salary, if any, will require amendment of this Agreement. Employee's salary is compensation for all hours worked. The position of Deputy Chief of Police is an exempt position under the Fair Labor Standards Act and any applicable State law, and Employee shall not be eligible for any overtime pay."
- 2. <u>Amendment of Section 4</u>. The first bullet point of Paragraph B ("Employment Benefits") of Section 4 ("Salary and Benefits") of the Agreement is amended to read as follows:
 - "• \$30,000 annually for POST certification"
- 3. <u>Effective Date</u>. This First Amendment shall be effective upon execution.
- 4. <u>Preservation of the Agreement.</u> Except as expressly modified or supplemented by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.
- 5. <u>Counterparts.</u> This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

TO EFFECTUATE THIS FIRST AMENDMENT, each party has personally executed, or has caused its duly authorized representatives to execute, this First Amendment by signing below.

	EMPLOYEE
	Aniello Gallucci
	EMPLOYER Burbank-Glendale-Pasadena Airport Authority
	Ara Najarian, President
ATTEST:	
Tyron Hampton, Secretary	
APPROVED AS TO FORM:	
Richards, Watson & Gershon A Professional Corporation	

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY JUNE 16, 2025

TRANSPORTATION SECURITY ADMINISTRATION TERMINAL SPACE LEASE

Prepared by
Scott Kimball
Deputy Executive Director, Business Development

<u>SUMMARY</u>

At its meeting on June 2, 2025, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve a proposed Terminal Space Lease ("Lease") with the General Services Administration ("GSA") on behalf of the Transportation Security Administration ("TSA") for 3,500 square feet of exclusive use space for a period of one year.

BACKGROUND

On April 21, 2003, the Authority entered into a five-year Lease ("2003 Lease") with the GSA on behalf of the TSA for office space at the Airport. The 2003 Lease covered three phases of occupancy. Phase 1 covered an initial period from August 1, 2002 to December 17, 2002 for 6,903 square feet of space located throughout the Airport. Phase 2 covered the period of December 17, 2002 to April 30, 2003 and added 619 square feet of interim modular space. Phase 3 covered the period from May 1, 2003 to June 30, 2008 for permanent lease premises comprised of 3,500 square feet of space located within the East Concourse. The 2003 Lease was extended for an additional five years scheduled to expire on June 4, 2013.

On November 5, 2012, the Authority entered into a ten-year Lease ("2012 Lease") with the GSA on behalf of the TSA for the same 3,500 square feet of exclusive use space located in the East Concourse as previously occupied. The 2012 Lease was scheduled to expire on June 4, 2023.

On May 15, 2023, the Authority entered into a three-year Lease ("2023 Lease") with the GSA on behalf of the TSA for the same 3,500 square feet of exclusive use space located in the East Concourse as previously occupied. The 2023 Lease is set to expire on June 4, 2026.

The GSA on behalf of the TSA reached out to Staff requesting an extension for the same 3,500 square feet of exclusive use space as currently occupied.

The proposed Lease is for a one-year term subject to early termination upon closure of the existing passenger terminal when the Replacement Passenger Terminal ("RPT") opens. The rental rate for the proposed Lease is \$12,314.17 per month or \$147,770.00 per year.

DETAILS

The key components of the proposed Lease are as follows:

Premises: 3,500 square feet of office space located within the East Concourse.

Term: One-year commencing June 5, 2026.

Rent: \$12,314.17 per month or \$147,770.00 per year.

Termination: Tenant may terminate by giving at least 30 days' prior notice in

writing. Automatically termination upon closure of existing passenger

terminal and upon opening of the RPT.

BUDGET IMPACT

No budget impact for extended period.

RECOMMENDATION

At its meeting on June 2, 2025, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Lease with the GSA on behalf of the TSA and authorize the President to execute same.

ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

This clause is incorporated by reference.

2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

This clause is incorporated by reference.

- 3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders Prohibition (Dec 2023)
 - (a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in <u>40 U.S.C. 11101</u>, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community	. as defined by	v 50 U.S.C. 3003	(4)	, means the following—

LESSOR:	GOVERNMENT:	FAR and GSAR Clauses for Lease
		Extensions (DEC 2023)

17

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in <u>44 U.S.C. 3552</u>, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

LESSOR: GOVERNMENT:

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

(5)

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR <u>4.2304(c)</u>). However, see paragraph (c) of this clause.
 - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - (D) Brand;
 - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (F) Item description;
 - (G) Reason why the applicable covered article or the product or service is being provided or used:
 - (ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

LESSOR:	GOVERNMENT:	FAR and GSAR Clauses for Lease	
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- (c) Notice and reporting requirement.
 - (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
 - (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

- (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
 - (A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
 - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
 - (i) Within 3 business days from the date of such identification or notification:
 - (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
 - (F) Brand;
 - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

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- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
 - (A) Any further available information about mitigation actions undertaken or recommended.
 - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (e) Subcontracts.
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
 - (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

LESSOR: GOVERNMENT:	
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STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY JUNE 16, 2025

MEMORANDUM OF AGREEMENT REPLACEMENT PASSENGER TERMINAL PROJECT CHECKED BAGGAGE INSPECTION SYSTEM EQUIPMENT

Prepared by John T. Hatanaka Executive Director

SUMMARY

At its special meeting on June 9, 2025, the Executive Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve the ratifification of the Executive Director's execution of a Memorandum of Agreement ("Agreement"), copy attached, with the Transportation Security Administration ("TSA") for a new in-line Checked Baggage Inspection System ("CBIS") at the Replacement Passenger Terminal ("RPT"). The Agreement defines each party's responsibilities to ensure the timely procurement, delivery and installation of the CBIS.

The Agreement was executed in advance of Committee and Commission review to meet TSA's deadline for ensuring that procurement and delivery of the new equipment is completed in accordance with the schedule for the RPT Project.

BACKGROUND

In the existing passenger terminal building, Terminal A and Terminal B each have a CBIS. These will be replaced by a single new CBIS in the RPT. As part of the RPT Project, explosive detection system ("EDS") rooms and conveyor system infrastructure are being constructed to support the installation, integration, networking, testing and operation of CTX-9800 EDS units. In addition to the CTX machines, TSA will provide the equipment required for any inspections that may be required for any checked baggage that must undergo additional inspection.

The Agreement provides for TSA's furnishing, delivery, installation and testing of the security screening equipment. It also requires TSA to provide the necessary support and training of its personnel for the new system. The Authority's primary responsibility under the Agreement is to provide the infrastructure in time for the delivery and installation of the CBIS equipment.

FUNDING

Under the Agreement, each party bears the cost of its own performance. The Authority's cost to incorporate the new CBIS into the RPT are included in the Guaranteed Maximum Price for the RPT Project. TSA is responsible for the equipment, installation, and testing.

RECOMMENDATION

At its special meeting on June 9, 2025, the Committee voted unanimously (3–0) to recommend that the Commission approve the ratification of the Agreement with TSA for CBIS equipment and installation in the RPT.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY JUNE 16, 2025

APPROVAL OF AID-IN-CONSTRUCTION PAYMENT DEPOSIT REPLACEMENT PASSENGER TERMINAL PROJECT

Prepared by Stephanie Gunawan-Piraner Deputy Executive Director, Planning and Development

SUMMARY

At its special meeting on June 9, 2025, the Executive Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve an Aid-In-Construction ("AIC") deposit request, copy attached, from the City of Burbank for continued Phase 3 engineering of a community substation permanent power solution in the amount of \$225,000.

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 to occur in the summer of 2025.
- **Phase 2:** 17 MVA temporary power for commissioning and opening the RPT to the public. Two additional feeders from the Ontario substation are required. Energization to occur in the fall of 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 new substation is expected
 to be completed and energized by 2028. Power from Phase 2 will be deenergized
 once the new substation is operational.

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

Date	Amount	Purpose
Oct. 2024	\$ 7,110,070	17 MVA Distribution Substructure and Phase 2 Inspections
Oct. 2024	\$ 3,228,200	Temporary Terminal Power Phase 2 - 12kV
Sept. 2024	\$ 9,257,700	Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12kV community substation
Sept. 2024	\$ 200,000	Phase 3 (Permanent Power) transmission and distribution engineering for the substation.
Aug. 2024	\$ 860,000	Phase 1 & 2 engineering and balance of 12kV distribution materials and labor to bring construction power.
Aug. 2024	\$ 100,000	Phase 2 engineering to bring temporary 17 MVA power.
June 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.
Sept. 2023	\$ 1,411,000	Additional material and labor cost to bring temp Phase 2 power.
June 2023	\$ 494,000	Procurement and installation of cabling and switches for the feeder lines for Phase 1, construction power.
Mar. 2023	\$ 50,000	Electrical power requirement feasibility study.
Sept. 2022	\$ 25,000	Electrical power requirement feasibility study.
Total to date	\$ 22,775,970	

An AIC deposit of \$9,257,700 remitted in September 2024 included \$75,000 for Phase 3 substation engineering. This funding has been fully utilized, and BWP requires an additional \$225,000 to complete this task. BWP will charge against the AIC deposits for the actual costs and quantities. Any remaining funds will either be refunded or credited to future

STAFF REPORT\COMMISSION\6-16-2025 APPROVAL OF AID-IN-CONSTRUCTION PAYMENT DEPOSIT REPLACEMENT PASSENGER TERMINAL PROJECT work. Based on electrical power requirement evaluations by the project management team, BWP's feasibility study, and an independent review undertaken by the retired General Manager and Chief Engineer of Los Angeles Department of Water and Power, the project team concluded a community substation is the most practical power alternative. With a community substation, power will be shared between the City of Burbank and the Authority, and significant benefits are provided to both parties. Staff has finalized a proposed Electrical Services Agreement ("ESA") with BWP. The selection of the community substation alternative and the proposed ESA have been submitted to the FAA for review and concurrence that federal compliance requirements are satisfied. If FAA concurrence is received, the ESA will be presented to the Committee for consideration of a recommendation to the Commission.

FUNDING

The adopted FY 2025 budget includes appropriations for the RPT electrical power program.

RECOMMENDATION

At its special meeting on June 9, 2025, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed AIC deposit with the City of Burbank in the amount of \$225,000 and authorize Staff to remit payment.



Hollywood Burbank Airport 2627 N. Hollywood Way Burbank, CA 91505

Attn: Stephanie Gunawan-Piraner

Re: Phase 3 (Permanent Power) Substation Engineering 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 providing 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 substation engineering will allow BWP to align 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 the City of Burbank's approval of the Project or the Agreement. The estimated costs related to the above project are as follows: The estimated cost related to the above project is as follows:

Engineering (Substation)	\$300,000
Credit for Engineering (Substation) paid on 10/8/2024	
	· · · / ·
TOTAL amount to be paid by the customer	\$225,000.00

The \$225,000 is a deposit that will be credited toward the actual charges if you proceed with this project to its completion If BWP is notified that your project is terminated during the design phase, BWP will charge time against the deposit for BWP work completed to that point and refund any remaining balance. 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's 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

BA:JC:ms

164 WEST MAGNOLIA BOULEVARD BURBANK, CA 91502

BURBANKWATERANDPOWER.COM BWPCUSTOMERSERVICE@BURBANKCA.GOV

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY JUNE 16, 2025

WAIVER AND LICENSE BY LESSOR TO SECURED PARTY FOR THE BENEFIT OF INTERNATIONAL LEASE FINANCE CORPORATION

Presented by
Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

Subsequent to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately prior to the Commission meeting, Staff seeks the Commission to approve a Waiver and License by Lessor to Secured Party ("Agreement"), copy attached, to give International Lease Finance Corporation ("ILFC") access to certain physical assets of Avelo Airlines ("Avelo") currently stored in Hangar 1A. The proposed Agreement is in support a loan Avelo is seeking from ILFC.

BACKGROUND

Avelo leases Hangar 1A at Hollywood Burbank Airport for its aircraft maintenance operations. The facility stores various aircraft parts for the servicing of Avelo's aircraft fleet. The term of the lease is five years from March 15, 2021, through January 31, 2026, with one five-year extension option.

Avelo is currently in negotiations with ILFC for a loan and is pledging certain equipment stored in Hangar 1A as collateral. In key part, under the Agreement, ILFC will receive certain assurances:

- 1. As collateral agent, the right to remove the aircraft wheels and brakes pledged to ILFC as collateral;
- 2. A waiver by the Authority of any rights, claims, or interests in the collateral; and
- 3. A license granting ILFC reasonable access to Hangar 1A to inspect, maintain, or remove the collateral, subject to compliance with the Airport Rules and Regulations.

Further, any legal disputes arising from the proposed Agreement will be governed by and in accordance with the laws of the State of California with any legal proceedings to be held in a venue within the County of Los Angeles.

The proposed Agreement shall remain in effect until all of Avelo's obligations to ILFC are met, or up to sixty days after ILFC is given notice by the Authority that the lease of Hangar 1A has been terminated.

Approval of the proposed Agreement does not impact Avelo's obligations to the Authority under its lease for the hangar.

RECOMMENDATION

Subsequent to the recommendation of the Committee at its meeting immediately prior to the Commission meeting, Staff seeks Commission approval if the proposed Agreement and authorization for the President to execute same.

WAIVER AND LICENSE BY LESSOR TO SECURED PARTY

	THIS WAIVER AND LICENSE BY LESSOR TO SECURED PARTY (this "Agreement") is entered
into on	, by the undersigned ("Lessor") for the benefit of International Lease Finance
Corpora	ation, as collateral agent ("Secured Party").

Lessor agrees as follows:

- l. Lessor agrees that Avelo Airlines, Inc. ("Debtor") and Secured Party, or either of them, may remove the aircraft wheels and brakes owned by Debtor and pledged to Secured Party (collectively, the "Collateral") from the premises located at Bob Hope Airport (Hollywood Burbank Airport) Hangar 1A (the "Premises"); provided, however, that any such removal of the Collateral from the Premises shall be conducted in compliance with applicable security requirements and in accordance with airport rules and regulations of Bob Hope Airport governing access to the Premises.
- 2. Lessor waives and disclaims any right, title, claim or interest in the Collateral, no matter how arising.
- Lessor grants Secured Party a license to enter the Premises at all reasonable times, in compliance with applicable security requirements and in accordance with airport rules and regulations of Bob Hope Airport governing access to the Premises, to assemble, have appraised, display, sever, remove, maintain, prepare for sale or lease, repair, lease, or transfer the Collateral. The Collateral may remain upon the Premises (or applicable portion thereof) for a period of up to sixty (60) days after Secured Party receives written notice from Lessor of the termination of the Premises Lease (as defined below) or the exercise of Lessor's rights to possession of the Premises (it being expressly understood that such 60-day period (a) shall not commence unless and until Secured Party receives such notice at the following address: International Lease Finance Corporation, 830 Brickell Plaza, Suite 5000, Miami, FL 33131, e-mail: contractualnotices@aercap.com, and (b) shall be tolled, and shall not be deemed to be running, during any period of time during which the Secured Party is effectively precluded from enforcing its rights to take possession of the Collateral due to a bankruptcy or similar proceeding involving Debtor and/or its affiliates). During such 60-day period, or for such shorter period as the Collateral may remain on the Premises, to the extent not paid by Debtor, Secured Party shall pay to Lessor, periodically, a daily license fee equivalent to one-thirtieth (1/30th) of the minimum monthly rental allocable to the portion of the enclosed storage space used by Debtor for storage of the Collateral as provided for in that certain Aviation Hangar Lease (as the same has been amended to date and may be further amended from time to time, the "Premises Lease") between Lessor and Debtor (but without assuming any other obligation of Debtor). Any extensions of the foregoing sixty (60) day period shall be with the written consent of Lessor and Secured Party and at the same rate. If Secured Party chooses to remove the Collateral, Secured Party will not be liable for the condition of the Premises as long as reasonable care is used in removing the Collateral.
- 4. This Agreement shall continue until the earlier of (i) such time as all obligations and all duties owing by Debtor to Secured Party, now existing or hereafter arising, of every kind or description, are paid and performed, or (ii) the termination of the Premises Lease and the expiration of the period contemplated by paragraph 3 hereof for the removal of the Collateral from the Premises.
- 5. This Agreement, and any disputes that arise related thereto, shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law principles. The exclusive jurisdiction and venue for any legal action or proceeding arising out of this Agreement shall be the state and federal courts located in Los Angeles County, California, and each party hereby consents to the personal jurisdiction of such courts. This Agreement may not be changed or terminated by Lessor, and shall inure to the benefit of and be binding upon the successors, heirs and assignees of Lessor and Secured Party, and shall also be binding upon any successor owner or transferee of the Premises.

"Lessor"
Burbank-Glendale-Pasadena Airport Authority
By:
Name:

IN WITNESS WHEREOF, Lessor has executed this Agreement on the day and year first above written.

-Signature Page--Landlord Waiver and License-

Introduction to Airport Certification: 14 CFR Part 139

Patrick Lammerding
Deputy Executive Director
Operations, SMS, and Security

Title 14 CFR Part 139

- Certification of Airports in the United States
- What airports are required to have an operating certificate?
 - Airports in any State, the District of Columbia, or any territory or possession of the United States which serves:
 - Scheduled passenger-carrying operations of aircraft configured for more than 9 passenger seats
 - Unscheduled passenger-carrying operations of aircraft configured for at least 31 passenger seats

				TION DATE: 7/31/2015			
APPLICATION FOR AIRPORT OPERATING CERTIFICATE			FAA USE ONL	Y			
Q			Site Number				
Department of Transport Federal Aviation Administration							
to the headquarters of the appr	opriate FAA Regional Office.	I and three copies of the form and two	copies of the Airport Certific	ation Manual (ACM)			
Type of Submission (Check 0 Original Amendm							
A. Location of Airport							
Name of Airport:		2. Address (Number, Street,	2. Address (Number, Street, P.O. Box):				
3. City:		4. County:	4. County: 5. State: 6. Zip Co				
7a. Latitude:	7b. Longitude:		Yes No				
B. Ownership							
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Types of Airports

Class I airport

 Scheduled operations of large air carrier aircraft (31+ passenger seats) that can also serve unscheduled passenger operations of large air carrier aircraft and/or scheduled operations of small air carrier aircraft (9-30 passenger seats).

Class II airport

 Scheduled operations of small air carrier aircraft and the unscheduled passenger operations of large air carrier aircraft. A Class II airport cannot serve scheduled large air carrier aircraft.

Class III airport

• Scheduled operations of small air carrier aircraft. A Class III airport cannot serve scheduled or unscheduled large air carrier aircraft.

Class IV airport

• Unscheduled passenger operations of large air carrier aircraft. A Class IV airport cannot serve scheduled large or small air carrier aircraft.

Areas covered by Part 139

- Airport Certification Manual
- Personnel training
- Paved areas
- Safety areas
- Marking, signs, and lighting
- Snow and ice control
- Aircraft Rescue Fire Fighting
- Hazardous materials (fueling)
- Traffic/wind indicators

- Airport Emergency Plan
- Self-inspection program
- Pedestrians and ground vehicles
- Obstructions
- Public protection
- Wildlife hazard management
- Airport condition reporting
- Construction on airports

Airport Certification Manual

- Specific to each airport and approved by the FAA
- Regulatory extension of Part 139
- Responsibility of the certificate holder to keep the manual current at all times

139.319 Aircraft Rescue Fire Fighting (ARFF)

- Describes the size and number of vehicles, amount and types of extinguishing agents required
- Specific initial and recurrent training areas for personnel, including annual live fire training
- Inspections must include a timed response drill



139.321 Hazardous materials (fueling)

- Typically the only area where regulatory oversight extends to a tenant
- Includes fire safety training, standards, and inspections performed by the airport of fuel storage facilities and trucks





139.325 Airport Emergency Plan

- Extension of Part 139 like the ACM
- Requires annual and triennial exercises to assess the functionality of the plan
- Includes multiple airport departments and mutual aid agencies





139.327 Self-Inspection Program

- Inspections performed throughout the day and night to assess the condition of the airfield and ensure a safe operating environment
- Requires specific initial and recurrent training for personnel, as well as records of the inspections performed



Part 139 Inspections

- Initial, periodic, and surveillance inspections are performed by Airport Certification Safety Inspectors from FAA Airports Safety and Standards
- Periodic inspections occur approximately once every 12 calendar months
- Letters of Correction note "discrepancies" in lieu of further investigation and enforcement process
- Enforcement process can result in warning letters, civil penalties, and/or certificate actions

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AIRPORT CERTIFICATION/S	AFE	TY	'IN	SPECTION CHECKLIST		_	-
Airport Name:	Associated City, State: Site No.:			-	-		
Certificate Holder:	Current ARFF Index (A-26): Airport Classification (Check)				-		
Inspector:	Inspection Dates: S=Satisfactory U=Un		: S=Satisfactory U=Unsatisfact	satisfactory			
	s	U	N/A		s	U	N/A
METHODS AND PROCEDURES FOR COMPLIANCE	-731			2. Taxiway Centerline (311a2)			
. Compliance with Advisory Circulars (139.7)				3. Taxiway Edge Markings (311a3)			
EXEMPTIONS - NO. ON RECORD ()	A			4. Holding Position Markings (311a4)			
. Justification Still Valid (139.111)				5. ILS Critical Area Markings (311a5)			
AIRPORT CERTIFICATION MANUAL		12		6. Signs Identifying Taxiing Routes (311b1i)			
. Compliance with ACM (201a)				7. Holding Position Signs (311b1ii)			
Preparation (201a)				3. ILS Critical Area Signs (311b1iii)			
. Content (203)				9. Signs internally illuminated (311b2)			
. Maintenance (201b)				0. Runway Lighting Meets Specifications (311c1)			
ECORDS	26	24/2	13	1. Taxiway Lighting/Reflectors (311c2)		1	
				2. Airport Beacon (311c3)	1	D	-
01Ь)		0		3. Airport-owned Approach Lighting (311c4)			7
				4. Obstruction Marking/Lighting (311c5)	15%	10%	
The state of the s				5. Markings/Signs/Lighting Properly Maintained	7	\approx	is
al				6. Other Lighting Shielded/Adjusted (311e)			/
al ion				SNOW AND ICE CONTROL	1		/
lations				SNOW AND ICE CONTROL Prepare/Maint./Execute Plan (313a)		/	/
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g - ation of Airports				Plan Addresses Prompt Removal or Contro b. Plan Addresses Positioning Snow for Clear 313b2)	11	/	1
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5. Plan Addresses Timely Commencement 6. Plan Addresses Prompt Notification to

Feg

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Questions?

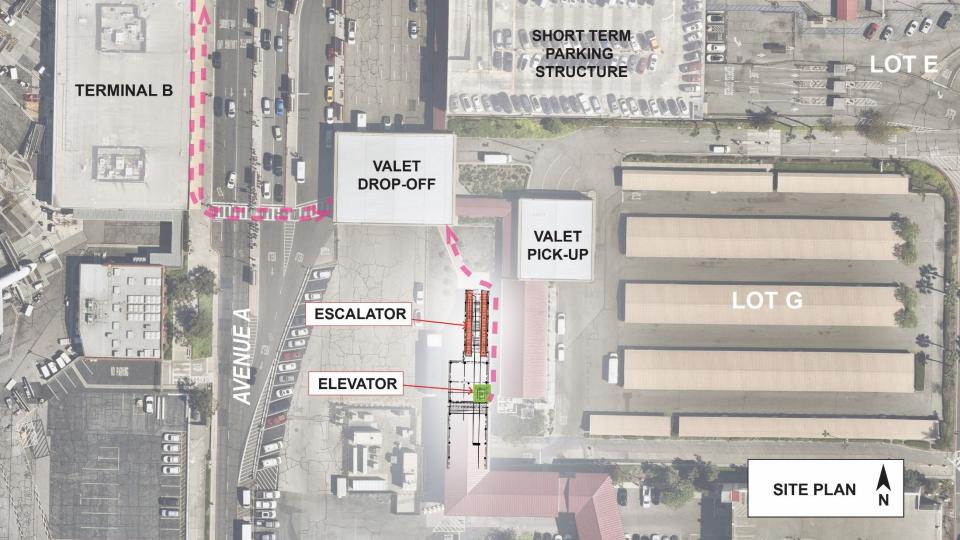


Suspension of Escalator Operations Valet Center

Presented to

Burbank-Glendale-Pasadena Airport Authority
June 16, 2025

Presented by:
Vince Holland
Manager, Maintenance

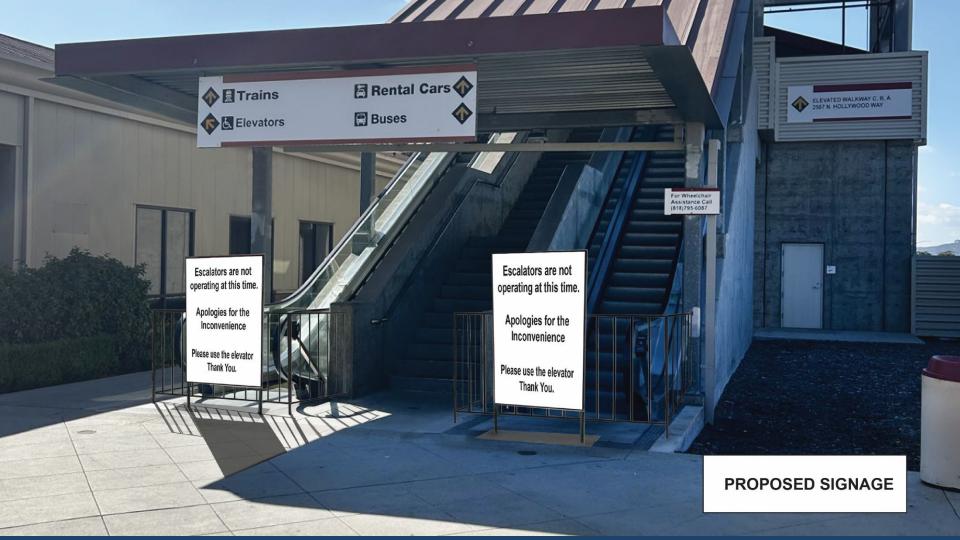


NORTH TOWER ESCALATOR

- Open for operations in 2012
- For vertical circulation to Elevated Walkway to the Regional Intermodal Transportation Center
- Cost estimate for repair and rehabilitation: \$350K
- Useful life remaining:
 15 months









Hollywood Burbank Airport Replacement Passenger Terminal







Safety

- Work Craft Hours to Date 1,046,003 Hours
- Safety Orientations to Date 2,832
- Daily Average Workers Onsite 650
- Pre-Task-Plans to Date 8,004
- Site Security Incidents to Date 0

Current Construction Statistics

- Terminal Concrete Poured to Date 16,239 cubic yards
- Garage Concrete Poured to Date 18,000 cubic yards
- Terminal Steel Erected to Date 4,200 tons
- Total Virtual Design and Construction Clashes Resolved to Date 10,150

Current Construction Activities

Terminal

- Ongoing Roofing Install
- Ongoing Overhead Mechanical, Electrical and Plumbing Install
- Ongoing Interior Framing
- Ongoing Exterior Skin Install

Garage

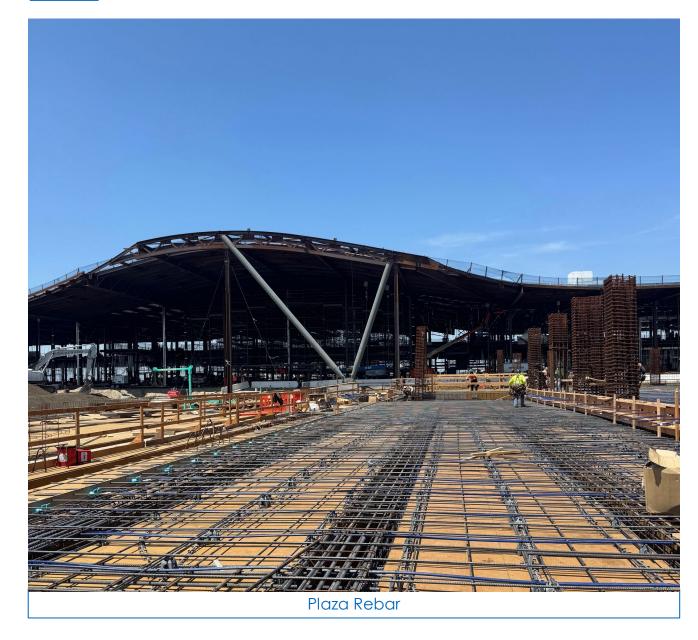
- Ongoing Vertical Construction
- Continued Column Placement
- Continued Mechanical, Electrical and Plumbing Coordination
- Ongoing Ramp Construction

Civil

- Continued Panhandle Grading
- Continued Storm Drain Install
- Continued Electrical Ductbank Install
- Continued Site Wall Install



Photos







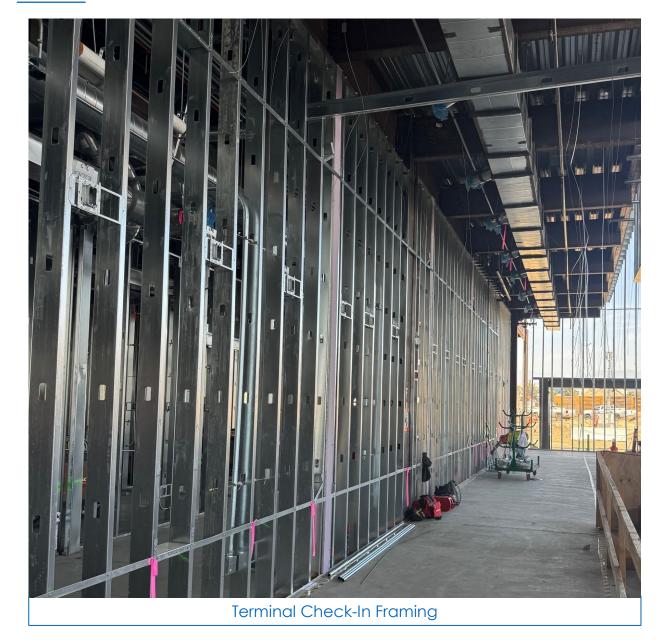
Photos

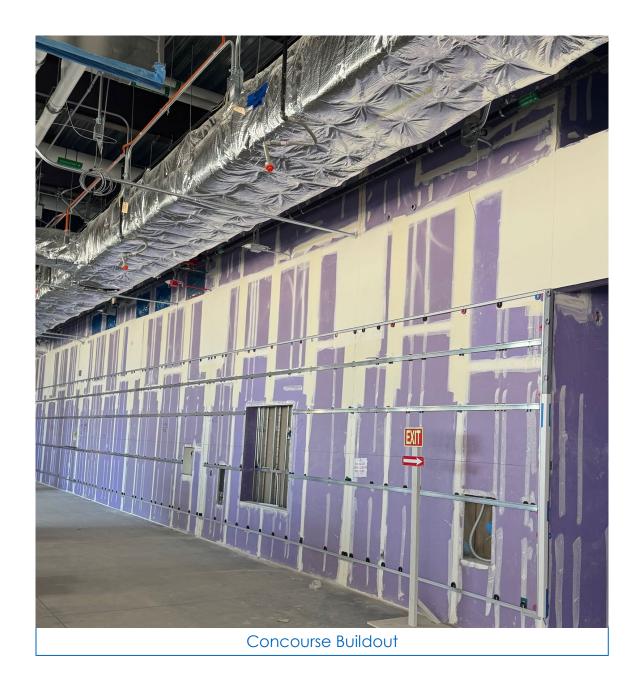






Photos

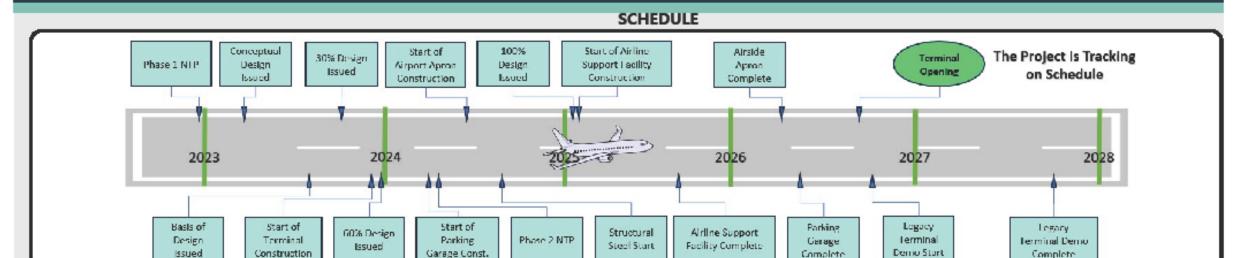


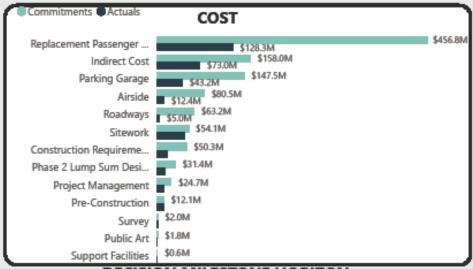


Replacement Passenger Terminal Project Status

Jacobs

May, 2025







DECISION MILESTONE HORIZON

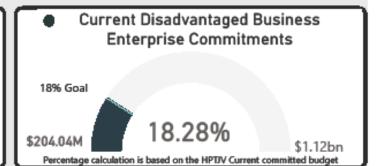
Projected Meeting Date	Item for Commission Decision
6/16/25	Approval of BWP Aid in Construction (AIC) deposits for new substation
6/16/25	Approval of FY 26 Jacobs Program Manager Task Order #05
6/16/25	Approval of Task Order for LEED Gold construction elements
7/21/25	Approval of BWP substation electrical agreement

Total Hours Recordable Days Lost Worked Incidents 937K DART: Days away, restricted or transferred

CONSTRUCTION SAFETY

Burbank DART 0.29

National Average DART 1.50



CONTRACTOR DIVERSITY ENGAGEMENT