

June 12, 2025

# CALL AND NOTICE OF A REGULAR MEETING OF THE OPERATIONS AND DEVELOPMENT COMMITTEE OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held on Monday, June 16, 2025, at 8:30 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

2627 N. Hollywood Way • Burbank, California 91505 • (818) 840-8840 • Fax: (818) 848-1173

# REGULAR MEETING OF THE OPERATIONS AND DEVELOPMENT COMMITTEE

# Airport Skyroom Monday June 16, 2025

Monday, June 16, 2025 8:30 a.m.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee'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 of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- 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 Committee 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 Committee'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 Committee 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
- 2. Approval of Agenda
- 3. Public Comment
- 4. Approval of Minutes
  - a. May 19, 2025 [See page 1]
- 5. Items for Approval
  - a. Waiver and License by Lessor to Secured Party
    For the Benefit of International Lease Finance Corporation

[See page 4]

Staff seeks an Operations and Development Committee ("Committee") recommendation to 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 specific 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.

Due to the timing of the negotiations between Avelo and ILFC, this item, subject to the Committee's recommendation, has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

- 6. Items for Information
  - a. Committee Pending Items

[See page 8]

7. Adjournment

# MINUTES OF THE REGULAR MEETING OF THE OPERATIONS AND DEVELOPMENT COMMITTEE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

### **MONDAY, MAY 19, 2025**

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Hampton.

1.	ROLL CALL	
	Present:	Commissioners Hampton, Talamantes and Asatryan
	Absent:	None
	Also Present:	Staff: John Hatanaka, Executive Director; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development; Lewis Pianka, Airport Fire Chief
2.	Approval of Agenda	
	Motion	Commissioner Asatryan moved approval of the agenda; seconded by Commissioner Talamantes.
	Motion Approved	The agenda was approved (3-0).
3.	Public Comment	There were no public comments.
4.	Approval of Minutes	
	a. May 5, 2025	The agenda packet included a draft copy of the May 5, 2025, Committee meeting minutes for review and approval.
	Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Asatryan.
	Motion Approved	There being no objection, the motion was

approved (3-0).

#### 5. Items for Approval

a. City of Los Angeles Fire Protection, Specialized Rescue and Emergency Medical Services Automated Aid Agreement Staff sought an Operations and Development Committee recommendation to the Commission to 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 identifies 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 off-airport incidents.

Motion

Commissioner Asatryan moved approval of the recommendation; seconded by Commissioner Talamantes.

**Motion Approved** 

There being no objection, the motion was approved (3-0).

b. Award of Professional Services
 Agreement -Taxiway A and C
 Extension Design Services

In anticipation of the existing passenger terminal demolition that will begin upon the opening of the Replacement Passenger Terminal, Staff sought an Operations and Development Committee recommendation to the Commission to award HNTB Corporation a Professional Services Agreement in the amount of \$3,345,260 for Taxiways A and C extension project design services. These services are anticipated to be a multi-year effort.

Motion

Commissioner Talamantes moved approval of the recommendation; seconded by Commissioner Asatryan.

**Motion Approved** 

There being no objection, the motion was approved (3-0).

c. Authorization to Issue Purchase Order - Acquisition of Backup Emergency Generator Staff sought a recommendation from the Operations and Development Committee to the Commission to authorize Staff to issue a purchase order in the amount of \$88,618.82 to Multiquip Inc. for the purchase of an emergency backup generator for the Emergency Operations Center located in Building 3.

**Motion** 

Commissioner Talamantes moved approval of the motion; seconded by Commissioner Asatryan.

**Motion Approved** 

There being no objection, the motion was approved (3-0).

# 6. Items for Information

a. 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 to discuss, the meeting was adjourned at 8:57 a.m.

# STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OPERATIONS AND DEVELOPMENT COMMITTEE 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**

Staff seeks an Operations and Development Committee ("Committee") recommendation to 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 specific 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.

Due to the timing of the negotiations between Avelo and ILFC, this item, subject to the Committee's recommendation, has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

### 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 specific equipment stored in Hangar 1A as collateral. In key part, under the Agreement, ILFC will receive certain assurances:

- 1. As a 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
- 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.

### STAFF RECOMMENDATION

Staff seeks a recommendation from the Committee to the Commission to approve the proposed Agreement and authorize the President to execute the 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.

IN WITNESS WHEREOF, Lessor has executed this Agreement on the day and year first above written.
"Lessor"
Burbank-Glendale-Pasadena Airport Authority
By:
Name:
Title

-Signature Page--Landlord Waiver and License-

# BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OPERATIONS AND DEVELOPMENT COMMITTEE JUNE 16, 2025

# **COMMITTEE PENDING ITEMS**

Future Tentative Presentation

1. Award of PSA - Conway Consulting

2. Award of Contract - Private Network

July 21, 2025

TBD