



June 17, 2016

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 Monday, June 20, 2016, at 9:00 a.m., in the Airport Skyroom of the Bob Hope Airport, 2627 Hollywood Way, Burbank, California, 91505.

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

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



# **REGULAR COMMISSION MEETING**

## **AGENDA**

**JUNE 20, 2016**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
Regular Meeting of Monday, June 20, 2016  
9:00 A.M.

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

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

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

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

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
  - a. Committee Reports (For Noting and Filing)
    - 1) Operations and Development Committee
      - (i) May 16, 2016

**[See page 1]**

- 2) Finance and Administration Committee
  - (i) May 13, 2016 *[See page 3]*
  - (ii) May 16, 2016 *[See page 4]*
- 3) Legal, Government and Environmental Affairs Committee
  - (i) May 2, 2016 *[See page 6]*
- b. Commission Minutes (For Approval)
  - 1) June 6, 2016 *[See page 8]*
- 6. ITEMS FOR COMMISSION APPROVAL
  - a. Orangeline Development Authority (Eco-Rapid Transit)  
Annual Membership and Fifth Amended Joint Exercise of  
Powers Agreement *[See page 15]*
  - b. Review of the Proposed Fiscal Year 2016/2017 ("FY 2017")  
Annual Budget and Proposed Resolution No. 467,  
A Resolution of the Burbank-Glendale-Pasadena Airport Authority  
Adopting the Fiscal Year 2016/2017 ("FY 2017") Annual Budget *[See page 37]*
  - c. Replacement Terminal Project Labor Agreement *[See page 43]*
- 7. ITEMS FOR COMMISSION DISCUSSION
  - a. Update: Status of Replacement Terminal Project *[No Staff Report]*
- 8. ITEMS FOR COMMISSION INFORMATION
  - a. Airline Schedule Analysis *[See page 45]*
  - b. April 2016 Passenger/Cargo Statistics and  
Parking Information *[See page 48]*
- 9. CLOSED SESSION
  - a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(California Government Code Section 54956.8)
 

Property:	B-6 Adjacent Property (Part of the former Lockheed Plant B-6 Property located in the City of Burbank adjacent to the Bob Hope Airport and roughly bounded by Hollywood Way, parts of Cohasset Street (Los Angeles), and Winona Avenue)
Authority Negotiator:	Executive Director
Negotiating Party:	City of Burbank
Under Negotiation:	Price and Terms of Payment for the Sale, Exchange or Lease of Easements and Use Restrictions

- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation (California Government Code  
Section 54956.9(d)(2)): One potential case. Facts and Circumstances:  
FAA Runway Safety Area Determinations
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation (California Government Code Section 54956.9(d)(4)):  
one potential case
- d. THREAT TO PUBLIC SERVICES OR FACILITIES  
(California Government Code Section 54957(a))  
  
Consultation with Director, Public Safety
- e. PUBLIC EMPLOYEE APPOINTMENT  
(California Government Code Section 54957(b))  
  
Title: Executive Director
- f. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(California Government code Section 54957(b))
  - 1) Title: Executive Director
  - 2) Title: Senior Deputy Executive Director

## 10. ADJOURNMENT

## COMMISSION NEWSLETTER

June 20, 2016

### *[Regarding agenda items]*

#### 5. CONSENT CALENDAR

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

- a. COMMITTEE REPORTS: Approved minutes of the following committee meetings are included in the agenda packet for information purposes: May 16, 2016, Operations and Development Committee; May 13, 2016, and May 16, 2016, Finance and Administration Committee; and May 2, 2016, Legal, Government and Environmental Affairs Committee.
- b. COMMISSION MINUTES, JUNE 6, 2016: The draft minutes of this meeting are attached for Commission review and approval.

#### 6. ITEMS FOR COMMISSION APPROVAL

- a. ORANGELINE DEVELOPMENT AUTHORITY (ECO-RAPID TRANSIT), ANNUAL MEMBERSHIP AND FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT: A staff report is included in the agenda packet. At the June 6, 2016, Legal, Government and Environmental Affairs Committee meeting, the Committee voted 2–0 (one absent) to recommend (1) approval of the Airport Authority's membership dues in the Orangeline Development Authority, dba Eco-Rapid Transit, for the upcoming fiscal year, which include a 15% increase and are proposed to be \$28,384.30 and (2) adoption of a resolution (attached as Exhibit A) to approve OLDA's Fifth Amended Joint Exercise of Powers Agreement (attached Exhibit B).
- b. REVIEW OF THE PROPOSED FISCAL YEAR 2016/2017 ("FY 2017") ANNUAL BUDGET AND PROPOSED RESOLUTION NO. 467, A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY ADOPTING THE FISCAL YEAR 2016/2017 ("FY 2017") ANNUAL BUDGET – A staff report is included in the agenda packet. At the June 6, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3–0) to recommend to the Commission that it approve the proposed Fiscal Year 2016/2017 budget.
- c. REPLACEMENT TERMINAL PROJECT LABOR AGREEMENT: A staff report is included in the agenda packet. At the June 14, 2016, meeting of the Legal, Government and Environmental Affairs Committee, the Committee voted unanimously (3-0) to recommend to the Commission that it approve the attached Project Labor Agreement ("PLA") with the Los Angeles/Orange Counties Buildings and Construction Trades Council and authorize the President to execute the agreement.

On April 18, 2016, the Commission authorized Staff to negotiate a PLA with the Trades Council for the replacement terminal project and authorized the Replacement

Terminal Ad Hoc Committee to provide direction to Staff on deal points. The purpose of the PLA is to establish the terms and conditions of employment for workers on the replacement terminal project. A PLA typically requires the following: (i) contractors and subcontractors on the project must use labor from union hiring halls (even if the contractor or subcontractor is not a "union contractor"); and (ii) unions must refrain from work stoppages. Because the Authority is a public agency and will partially be funding the replacement terminal project with federal grants, the project will be subject to Davis-Bacon and prevailing wage requirements whether or not a PLA is executed.

## **7. ITEMS FOR COMMISSION DISCUSSION**

- a. **UPDATE: STATUS OF REPLACEMENT TERMINAL PROJECT:** No staff report is attached. Staff will update the Commission on the status of the Replacement Terminal project and the associated documents.

## **8. ITEMS FOR COMMISSION INFORMATION**

- a. **AIRLINE SCHEDULE ANALYSIS:** A staff report is included in the agenda packet. Included in the agenda packet for noting and filing are schedule analyses reflecting changes in service, fleet mix and scheduled operating times for two airlines serving Bob Hope Airport. After incorporating these changes the noise impact area is projected to have a cumulative increase of 0.04 acres.
- b. **APRIL 2016 PASSENGER/CARGO STATISTICS AND PARKING INFORMATION:** A staff report is included in the agenda packet. The April passenger count of 331,499 was down 0.57% from last year's 333,406. The total for the first four months of the year is up 1.02% at 1,265,293 compared to 1,252,543 through April 2016. Airline aircraft operations increased 10.65% the first four months of the year. A complete report is included in the agenda packet.

*Approved June 6, 2016*

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

**MONDAY, MAY 16, 2016**

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 8:30 a.m., by Chairman Brown.

**ROLL CALL**

**Present:** Commissioners Brown and Selvidge

**Absent:** Commissioner Sinanyan

**Also Present:** Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Freedman, Director, Business, Property and Administrative Services; and Rachael Warecki, Public Relations and Social Media Specialist

Anyone Collective, LLC: Michael Fiore, Co-CEO and Chief Creative Director

- 1. Approval of Agenda** Commissioner Selvidge moved approval of the agenda; there being no objection, the agenda was approved 2–0 (one absent) as presented.
- 2. Public Comment** There were no public speakers.
- 3. Approval of Minutes**
  - a. May 2, 2016** Commissioner Selvidge moved approval of the minutes of the May 2, 2016, meeting. There being no objection, the minutes were approved 2–0 (one absent) as submitted by Staff.
- 4. Items for Discussion**
  - a. Operational Impacts of Proposed FY 2017 Capital Projects** Staff reviewed with the Committee the proposed projects to be included in the FY 2017 Capital Budget program and the operational impacts thereof and answered various questions from the Committee.
  - b. Phase 2 Branding Overview** Staff provided a progress update on the actions that have been completed and protocols that Staff has begun to follow as part



of the implementation of the new brand name "Hollywood Burbank Airport," which the Commission approved at its May 2, 2016, meeting. Staff also discussed actions and steps currently underway, ongoing or soon to be initiated by Anyone Collective and Airport staff in the implementation of the new brand name.

Michael Fiore, Co-CEO and Chief Creative Director of Anyone Collective, LLC, briefed the Commission on actions that Anyone Collective currently has underway and noted that the completion of Phase 1 includes the development of a brand logo identity, a potential tag line, brand design usage and style guide.

Mr. Fiore advised the Commission of target dates as follows: June 13, 2016, at a special Operations and Development Committee meeting, Anyone Collective will present to the Committee the first round of logo identities and initial examples of the brand usage. A similar presentation will be provided to the Commission at its June 20, 2016, regularly scheduled meeting. Mr. Fiore noted that the time line for the next steps in the brand rollout is dependent upon the time required for brand logo identity selection and that, once a logo is selected, the time line for completion of Phase 1 will be approximately six to eight weeks.

Mr. Fiore described the various components included in Phase 2, which will need to be negotiated following the completion of Phase 1, and advised the Commission that Phase 2 will be executed and presented following the selection of a new logo identity. Mr. Fiore further advised that once the Commission has approved a strategic rollout plan and its included components, Anyone Collective will determine the overall associated Phase 2 time line, which is estimated to be a period of approximately six to 14 months.

## **5. Items for Information**

### **a. March 2016 Passenger Statistics and Parking Information**

In the interest of time, Staff and the Committee concurred that this item, which is also included in the Commission's May 16, 2016, agenda, be deferred to the Commission meeting.

## **6. Other Contracts and Capital Projects**

This item was not discussed.

## **7. Adjournment**

There being no further business, the meeting adjourned at 8:56 a.m.

*Approved June 6, 2016*

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

**FRIDAY, MAY 13, 2016**

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 1:15 p.m., by Commissioner Tornek.

**ROLL CALL**

**Present:** Commissioners Tornek, Adams and Friedman

**Absent:** None

**Also Present:** Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Scott R. Smith, Director of Financial Services; Ed Skvarna, Director of Public Safety/Chief, Airport Authority Police Department; Chief John Scanlon, Airport Authority Fire Department; Scott Kimball, Director, Operations and Maintenance; and Rod Mercado, Director, Human Resources; and Alexander Jackson, Manager, Airport Security

- 1. Approval of Agenda** There were no adjustments to the agenda.
- 2. Public Comment** There were no public speakers.
- 3. Items for Discussion**
  - a. FY 2016/2017 ("FY 2017") Budget Development** Staff reviewed with the Committee the proposed FY 2017 staffing costs and program and answered various questions from the Committee.
- 4. Closed Session** The Committee did not recess to closed session.
- 5. Adjournment** There being no further business, the meeting was adjourned at 2:30 p.m.

*Approved June 6, 2016*

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

**MONDAY, MAY 16, 2016**

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 9:45 a.m., by Commissioner Tornek.

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

**ROLL CALL**

**Present:** Commissioners Tornek and Friedman

**Absent:** Commissioner Adams

**Also Present:** Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Scott R. Smith, Director of Financial Services; and David Freedman, Director, Business, Property and Administrative Services

Airport Authority Consultant: Randall Duncan, President, EQLaunch

**1. Approval of Agenda** There were no adjustments to the agenda.

**2. Public Comment** There were no public speakers.

**3. Approval of Minutes**

**a. May 2, 2016** The draft minutes of the May 2, 2016, Committee meeting were approved 2-0 (one absent) as submitted by Staff.

**4. Treasurer's Reports**

**a. March 2016** A copy of the March 2016 Treasurer's Report was included in the agenda packet for the Committee's review. In response to questions from Commissioner Tornek, Staff advised the Committee that capital expenditures were over budget because of the airfield lighting project and the replacement terminal development project, and contractual

operating costs were over budget because of a timing difference for the May and June 2015 TBI costs paid in July 2015, which carries on throughout the year.

**Motion**

Commissioner Friedman moved approval of Staff's recommendation.

**Motion Approved**

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

**5. Items for Discussion**

**a. FY 2016/2017 ("FY 2017")  
Budget Development**

Staff presented to the Committee a proposed complete balanced budget, including the projected revenues, O&M highlights and Facility Improvement Program for FY 2017.

**6. Items for Information**

**a. Pending Items**

**Current**

**(1) FY 2016/2017  
("FY 2017") Budget  
Development**

(See agenda item 5.a. above)

**Future**

**(1) Replacement  
Passenger Terminal  
Financial Alternatives  
Consultant**

**(2) FY 2016/2017  
("FY 2017") Budget  
Development  
(continued)**

**7. Other Contracts and Leases**

There were no other contracts and leases to be discussed.

**8. Closed Session**

The Committee did not recess to closed session.

**9. Adjournment**

There being no further business, the meeting was adjourned at 10:30 a.m.

*Approved June 6, 2016*

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

**MONDAY, MAY 2, 2016**

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order this date in the Burbank Room of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, at 12:01 p.m., Burbank, California, by Commissioner Wiggins.

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

**ROLL CALL**

**Present:** Commissioners Wiggins and Quintero

**Absent:** Commissioner Madison

**Also Present:** Staff: John Hatanaka, Senior Deputy Executive Director; Mark Hardymont, Director, Government and Environmental Affairs; and Lucy Burghdorf, Director, Public Affairs and Communications

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

Marathon Communications, Inc.: Richard Lichtenstein, President, and James A. McDermott, Authority Consultant

**1. Approval of Agenda** The agenda was approved (2-0; one absent) as presented.

**2. Public Comment** There were no public speakers.

**3. Approval of Minutes**

**a. April 18, 2016** The minutes of the April 18, 2016, meeting were approved (2-0; one absent) as submitted by Staff.

**4. Items for Discussion**

**a. State Legislative Update** Due to the lateness of the hour, this item was deferred to a future Committee meeting. Staff, however, briefed the Committee on AB 2051 regarding the customer facility charge for rental cars.

Mr. Hatanaka left the meeting at 12:05 p.m. to return to the Finance and Administration Committee meeting after briefing the Legal, Government and Environmental Affairs Committee on AB 2051.

- b. Federal Legislative Update** Due to the lateness of the hour, this item was deferred to a future Committee meeting.
- 5. Items for Information**
- a. Letter to Los Angeles Metropolitan Transportation Authority** Included in the agenda packet was a draft letter to the Los Angeles County Metropolitan Transportation Authority ("Metro") in support of extending full double-tracking on the Metrolink Ventura Line between Raymer and Bernson in the San Fernando Valley between Van Nuys and Chatsworth.
- The Committee voted 2-0 (one absent) to recommend to the Commission that it authorize the Authority President to execute the letter for transmittal to Metro.
- b. Update: City of Burbank EV Charger Installation at Valet Center** Staff updated the Committee on the installation of EV chargers at the Airport. Staff noted that, as part of the conditions of approval for the RITC (Regional Intermodal Transportation Center) project, the City of Burbank, through Burbank Water and Power, agreed to install a set of EV chargers in the valet parking facility and short-term parking structure.
- Staff advised the Committee that the Airport's Engineering Department reports that, in discussions with the City of Burbank, the City indicated the installation of level two chargers will begin at the Valet Center in late June or early July 2016 with completion anticipated by the end of July 2016.
- 6. Other Legal, Government and Environmental Matters** This item was not discussed.
- 7. Closed Session** The meeting did not recess to closed session.
- 8. Adjournment** There being no further business, the meeting was adjourned at 12:10 p.m.

Subject to Approval

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

**MONDAY, JUNE 6, 2016**

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

- |   |   |
|---|---|
| <b>1. PLEDGE OF ALLEGIANCE</b>                            | Commissioner Wiggins led the assembly in the recitation of the Pledge of Allegiance to the Flag.  |
| <b>2. ROLL CALL</b>                                       |   |
| <b>Present:</b>   | Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge  |
| <b>Absent:</b>  | Commissioner Madison  |
| <b>Also Present:</b>                                      | Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Denis Carvill, Deputy Executive Director, Engineering, Maintenance, Operations and Airline Relations; Ed Skvarna, Director of Public Safety/Chief, Airport Authority Police Department; Lucy Burghdorf, Director, Public Affairs and Communications; and Rachael Warecki, Public Relations and Social Media Specialist |
|   | Airport Authority General Counsel: Tom Ryan of McDermott, Will & Emery, and Terence R. Boga of Richards and Kevin Ennis of Richards, Watson & Gershon   |
|   | Airport Authority Consultant: David Full, Vice President, RS&H  |
| <b>3. APPROVAL OF AGENDA</b>                              | Commissioner Quintero announced that agenda item 8.a., presentation and comments regarding the Draft EIR for a replacement airline passenger terminal, would be taken out of order and prior to agenda item 7.  |
|   | Commissioner Wiggins moved approval of the revised agenda order, seconded by Commissioner Adams. There being no objection, the revised agenda order was approved.   |
| <b>4. PUBLIC COMMENT (ON ANY NON-EIR RELATED MATTERS)</b> | There were no public speakers.  |

## 5. PRESENTATIONS

### a. Airport Authority Certificate of Recognition

Airport Authority Police Chief Ed Skvarna awarded Certificates of Recognition to Security Officers Robert Cortez and Steven Sanchez for their recent life-saving actions. The officers are employed by Universal Protection Service, the company that provides security for the Regional Intermodal Transportation Center ("RITC") and Steve Burhans, Branch Manager of the San Fernando Valley Office of Universal Protection Service, also presented the officers with plaques of recognition.

In the early morning of April 17, 2016, Officers Cortez and Sanchez observed a woman on the third level of the RITC who appeared to be about to jump from the structure. The officers ran to reach the woman and pulled her to the other side of the barrier where she was located and then notified the police. As a result of the officers' actions, the woman's life was saved.

Commissioner Quintero announced that agenda item 4, Public Comment (On Any Non-EIR Related Matters), would be reopened to permit comments from a member of the public who uses public transportation and arrived late to the meeting.

### 4. PUBLIC COMMENT (ON ANY NON-EIR RELATED MATTERS)

Mike Nolan of Burbank commented as follows: the moving walkway at the RITC is broken and the handrail needs cleaning; the FAA's allowing the TSA structures to be closer than the terminal building is to the runway; the Burbank City Clerk's office has no officially approved wording for the ballot and no authorized date for Measure B; at the Draft EIR Public Open House #2 on June 1, 2016, he was requested by representatives of a consulting firm for his name, address, telephone number and email address to provide him with additional information, and he believes Burbank residents are not accustomed to being challenged upon entering public meetings; he remembers coming to the Airport over the years and how convenient and comfortable the experience was; and asked whether any of the Commissioners are aware of any earthquake retrofitting problems with the Airport structures.

Commissioner Wiggins responded to Mr. Nolan's comments regarding the moving walkway at the RITC and stated that Staff is aware of the walkway problems and is working very hard to correct them and continues to keep the Commission updated on the situation.

Regarding earthquake retrofitting, Staff noted that those elements of the terminal building which can be retrofitted have been retrofitted. Staff added that seismic retrofit of an unreinforced masonry building does not provide the same



level of seismic resistance as does a modern building constructed to a modern building code.

The next item was agenda item 6, Consent Calendar.

## **6. CONSENT CALENDAR**

### **a. Committee Reports (For Noting and Filing)**

#### **1) Operations and Development Committee**

**(i) May 2, 2016**

Approved minutes of the following meetings were included in the agenda packet for information purposes: May 2, 2016, Operations and Development Committee; and May 2, 2016, Finance and Administration Committee.

#### **2) Finance and Administration Committee**

**(i) May 2, 2016**

### **b. Commission Minutes (For Approval)**

#### **1) May 16, 2016**

Draft minutes of the May 16, 2016, Commission meeting were included in the agenda packet for review and approval.

### **c. Treasurer's Reports**

#### **1) March 2016**

At its May 16, 2016, meeting the Finance and Administration Committee voted 2-0 (one absent) to recommend that the March 2016 Treasurer's report be noted and filed by the Commission.

### **d. Title VI Program**

As part of the closeout documents for the construction of the Regional Intermodal Transportation Center, the Department of Transportation requires approval of a Title VI Program ensuring that no individual will be subjected to discrimination under any program or activity that receives federal financial assistance. Staff recommended that the Commission approve the proposed Title VI Program.

### **MOTION**

Commissioner Wiggins moved approval of the Consent Calendar, seconded by Commissioner Friedman.

## **MOTION APPROVED**

The motion was approved by the following vote:

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

**NOES:** None

**ABSENT:** Commissioner Madison

The next agenda item was agenda item 8.a., followed by agenda item 7, Items for Discussion, as announced by Commissioner Quintero at the beginning of the meeting.

## **8. SPECIAL ITEM**

### **a. Staff/Consultant Presentation, Draft Environmental Impact Report ("EIR") for a Replacement Airline Passenger Terminal**

David Full, Vice President of RS&H, the firm engaged by the Authority to prepare the EIR for the Replacement Airline Passenger Terminal project, briefed the Commission on all of the various aspects of public outreach and public participation that have occurred throughout the entire EIR process to date. Mr. Full noted the process began with a Pre-Scoping Informational Workshop held on November 19, 2015, at the Burbank Community Service Building to provide the community with information on the proposed project and the EIR process.

Mr. Full reported that a Scoping Report was prepared from all of the public comments received from the November 19, 2015, Pre-Scoping Informational Workshop at the Burbank Community Service Building, the December 10, 2015, Agency Scoping Workshop at the Buena Vista Library and the December 10, 2015, Public Scoping Workshop at the Buena Vista Library. The Scoping Report is included in Appendix B to the Draft EIR, which was published on April 29, 2016, at which time the 45-day comment period commenced. The comment period will end at 11:59 p.m. on Monday, June 13, 2016.

Mr. Full noted that the draft EIR has been placed in numerous locations in the vicinity as follows: the city halls of Burbank, Glendale and Pasadena; public libraries in the Cities of Pasadena, Glendale, Burbank and Los Angeles; and copies have been delivered to Councilman Krekorian's office in the City of Los Angeles.

Mr. Full reported that there is a variety of ways that the public and agencies can provide comments on the Draft EIR: (1) written comments can be mailed to the Airport Authority using the U. S. Postal Service; (2) a separate website has been provided to receive comments which are downloaded daily; (3) the City of Burbank held a Joint City Council/ Planning Board meeting at which public Draft EIR comments were received; (4) two public open houses, the first one on

May 19, 2016, and the second one on June 1, 2016, were held at which the public could comment and learn more about the project; and (5) the Commission's June 6, 2016, meeting at which the public will have an opportunity to provide comments following Mr. Full's presentation.

Mr. Full stated that RS&H will prepare responses to each comment received and this information will become an appendix within the Final EIR, which will be published on June 28, 2016, and presented to the Commission for certification at a special Commission meeting on Monday, July 11.

Following Mr. Full's presentation, Staff presented a comparison between what is being proposed in a new airline passenger terminal and the existing terminal operations. Staff reported that the 14-gate replacement terminal will be more convenient and more accessible than the present terminal facility and will be designed and built with added amenities and conveniences for passengers. The added conveniences and amenities include: a shorter walk to the farthest gate; shorter distances to walkable public parking; direct continuous shuttles to public transit connections; a centralized passenger security checkpoint; more circulation, queuing and seating space for holdrooms; a centralized, spacious, indoor baggage claim area with larger claim devices; a lactation room and more family rest rooms; more public and commercial curb space; for those passengers traveling with pets, an animal relief area located before and after the security screening checkpoint; and an ADA-compliant boarding facility to front doors of aircraft.

**b. Public Comment on Draft  
EIR for a Replacement  
Airline Passenger Terminal**

Six members of the public provided comments regarding the Draft EIR. Staff reiterated that each of these comments will be incorporated into the Draft EIR with a written response and will ultimately be included in an appendix to the Final EIR.

**7. ITEMS FOR COMMISSION  
DISCUSSION**

**a. Mission Five**

Staff briefed the Committee on the "Mission 5" program which began in January 2016. Staff reported the goal, or mission, of this program is to increase the Airport's passenger level to 5,000,000 passengers within ten years. Staff discussed the various components of the program and stated it is hopeful the airlines serving the Airport will work with Staff to achieve the goal.

**b. Fire Service Day**

Staff reported on an event attended by Airport staff on Saturday, May 14, 2015, Fire Service Day at the Burbank Fire Department. Approximately 600 fire hats were given to children at the event and families had the opportunity to explore the fire truck and speak with Airport firefighters. Staff also distributed 14-Gate Replacement Terminal newsletters, rack cards, and meeting notices to parents who came to the Airport booth with their children.

**c. Inaugural Southwest Flight from Hollywood Burbank airport to Dallas Love Field**

Staff reported that inaugural Southwest Airlines Flight 3456 departed Hollywood Burbank Airport Sunday, June 5, at 7:10 a.m. to Dallas Love Field. This will be a daily service with a return flight departing Dallas at 7:10 p.m. Refreshments were provided by Airport and Southwest staff to the departing passengers. Staff stated the passengers were excited about the return of this non-stop service to Dallas, which allows passengers to connect from there or to go to Dallas as a non-stop flight.

**9. CLOSED SESSION**

The meeting recessed to closed session at 10:32 a.m. to discuss the items listed on the closed session agenda as follows:

**d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(California Government Code Section 54956.8)**

Property:	B-6 Adjacent Property (Part of the former Lockheed Plant B-6 Property located in the City of Burbank adjacent to the Bob Hope Airport and roughly bounded by Hollywood Way, parts of Cohasset Street (Los Angeles), and Winona Avenue)
Authority Negotiator:	Executive Director
Negotiating Party:	City of Burbank
Under Negotiation:	Price and Terms of Payment for the Sale, Exchange or Lease of Easements and Use Restrictions

**e. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): One potential case. Facts and Circumstances:  
FAA Runway Safety Area Determinations**

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

Consultation with Director, Public Safety

**g. PUBLIC EMPLOYEE APPOINTMENT  
(California Government Code Section 54957(b))**

Title: Executive Director

h. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(California Government code Section 54957(b))

- 1) Title: Executive Director
- 2) Title: Senior Deputy Executive Director

i. CONFERENCE WITH LABOR NEGOTIATORS  
(California Government Code Section 54957.6)

- 1) Authority Representative: President Frank Quintero  
Unrepresented Employee: Executive Director

**10. ADJOURNMENT**

There being no further business, the meeting was adjourned  
at 11:05 a.m.

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Terry Tornek, Secretary

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Date

---

Frank Quintero, President

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Date

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
JUNE 20, 2016**

**ORANGELINE DEVELOPMENT AUTHORITY (ECO-RAPID TRANSIT)  
ANNUAL MEMBERSHIP AND  
FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT**

**SUMMARY**

At the June 6, 2016, Legal, Government and Environmental Affairs Committee meeting, the Committee voted 2-0 (one absent) to recommend (1) approval of the Airport Authority's membership dues in the Orangeline Development Authority ("OLDA"), dba Eco-Rapid Transit, for the upcoming fiscal year, which include a 15% increase and are proposed to be \$28,384.30 and (2) adoption of a resolution (attached Exhibit A) to approve OLDA's Fifth Amended Joint Exercise of Powers Agreement ("Fifth Amended JPA") (attached Exhibit B).

**BACKGROUND**

Broadly, OLDA's goal is to pursue development of, and to obtain public and private funding for, the construction of a transit system that would help relieve traffic on Interstate 5 between Artesia and Palmdale. Besides the Airport Authority and the City of Glendale, OLDA membership consists of 11 cities along this route stretching from the Hollywood Burbank Airport in the north to Artesia in the south.

This proposed transit system would initially serve the so-called "Gateway Cities" south and east of downtown Los Angeles that rely heavily on Interstate 5 as it snakes through that part of Los Angeles County. It would run from Artesia to downtown Los Angeles, the so-called "West Santa Ana Branch" corridor, and would move passengers as rapidly as possible, use grade separation as appropriate, and be both environmentally friendly and energy-efficient.

The Airport Authority became a member of OLDA in June 2010 with the anticipation of improved connectivity with the Gateway Cities region and extending north to include the Airport's catchment area. The Airport Authority's participation in OLDA has returned value; its efforts helped obtain funding for mitigation of traffic impacts caused by ongoing Interstate 5 construction.

In addition to being a member of OLDA, in March 2011 the Airport Authority executed a Memorandum of Understanding ("MOU") with OLDA to provide for OLDA's performance of Project Manager services for the Airport Authority's Ground Access Study funded with a federal STURAA grant.

**OLDA MEMBERSHIP**

At its April 13, 2016, meeting the OLDA Board of Directors authorized an across-the-board 15% increase in membership dues. The Airport Authority's membership dues for this year will be \$28,384.30. Citing directly from the May 10, 2016, communication from OLDA Executive Director Mike Kodama:

"Last month Eco-Rapid Transit authorized a 15% increase in membership dues. Other than implementation of a station fee, this is the first time we have

increased the membership dues since I became Executive Director in 2009. I have attached a copy of a spreadsheet that shows the new membership dues and a history of membership dues for the JPA.

"The board feels that the increase in membership dues is timely, especially since we have been able to secure project funds for both the north and south which have led to significant resources for our members throughout the corridor. In the north, this included the \$5.4 million Bob Hope Airport Ground Access project, a new Metrolink Station, pedestrian bridge<sup>1</sup> and \$26 million I-5 Traffic Management Plan. In the past few months, this includes an \$18 million allocation from Metro for planning in the West Santa Ana Branch corridor.

"Our board also feels it is timely due to the expected increase in activity related to the upcoming activities of the West Santa Ana Branch and the need to spend additional resources to not only secure planning, design and construction funds. We are ranked as one of the top two transit projects in Los Angeles with ridership that will rival the Blue Line (#1 ridership in the country). We are on the verge of securing capital funding—but must battle to secure these funds to finish planning and then start building the line within the next few years. In the north, there seems to be an opportunity to extend our line—into Glendale and Bob Hope Airport.

"Our current experience with Metro and the Expenditure Plan process for \$120 billion shows the importance of remaining diligent and fighting for our fair share of resources—not only for our project but also as members of Gateway Cities COG and the San Fernando Valley COG."

Subject to the availability of funding, OLDA will pursue the development of a light rail connection between the Airport and Union Station in Los Angeles with stops in Burbank and Glendale.

#### OLDA FIFTH AMENDED JPA

At its January 13, 2016, meeting the OLDA Board of Directors approved the Fifth Amended JPA. The Fifth Amended JPA does the following:

- Allows the city members to appoint alternate directors who are either city employees or residents. This provides the city members the same flexibility as the county members and the Airport Authority.
- Provides that, if the City of Artesia ceases to be a member, then OLDA's powers shall be exercised subject to the restrictions that apply to the City of Bell Gardens.

If the Committee recommends continuation of the Airport Authority's membership in OLDA, then Staff also seeks the Committee's recommendation for adoption of a resolution to approve OLDA's Fifth Amended JPA.

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<sup>1</sup> It should be noted that the Pedestrian Bridge project has been placed on "hold" by Metro due the absence of an entity able and/or willing to assume the ongoing operations and maintenance expenses of the improvements.

## RECOMMENDATION

At the June 6, 2016, Legal, Government and Environmental Affairs Committee meeting, the Committee voted 2–0 (one absent) to recommend (1) approval of the Airport Authority's membership dues in the Orangeline Development Authority for the upcoming fiscal year, which are proposed to be \$28,384.30, and (2) adoption of a proposed resolution to approve OLDA's Fifth Amended Joint Exercise of Powers Agreement.



**RESOLUTION NO. 468**

**A RESOLUTION OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION  
APPROVING THE ORANGELINE DEVELOPMENT AUTHORITY  
FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT**

The Burbank-Glendale-Pasadena Airport Authority Commission finds, resolves and determines as follows:

**WHEREAS**, the Burbank-Glendale-Pasadena Airport Authority has already taken action to join the Orangeline Development Authority, dba Eco-Rapid Transit as a voting member;

**WHEREAS**, the Eco-Rapid Transit's Board of Directors approved the Fifth Amended Joint Exercise of Powers Agreement ("Agreement") on January 13, 2016, reflecting the authority's revised Mission Statement;

**WHEREAS**, the Agreement adds authority for the city members to appoint Alternate Directors who are either city employees or residents and is no longer limited to other elected officials;

**WHEREAS**, the Agreement incorporates all previous amendments;

**WHEREAS**, the Agreement provides that, if the City of Artesia ceases to be a member, then the Orangeline Development Authority's powers shall be exercised subject to the restrictions that apply to the City of Bell Gardens.

**THE COMMISSION DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:**

Section 1. The Fifth Amended Joint Exercise of Powers Agreement, attached hereto as Exhibit "A," is hereby approved as to form and content.

Section 2. The Executive Director is authorized to execute the Fifth Amended Joint Exercise of Powers Agreement on behalf of the Authority and to forward the executed original to the Secretary of the Orangeline Development Authority.

Section 3. The Assistant Secretary of the Authority shall certify the adoption of this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Frank Quintero, President  
Burbank-Glendale-Pasadena Airport Authority

ATTEST:

\_\_\_\_\_  
Terry Tornek, Secretary

**ORANGELINE DEVELOPMENT AUTHORITY**

**FIFTH AMENDED**

**JOINT EXERCISE OF POWERS AGREEMENT**

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**ORANGELINE DEVELOPMENT AUTHORITY  
FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT**

THIS FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this "Agreement"), is made and entered into by and between those public entities (collectively "Members") whose names are set forth on Exhibit A attached hereto who have authorized and executed this Agreement pursuant to Section 6500 et seq. of the California Government Code and other applicable law as of the 13<sup>th</sup> day of January, 2016

**W I T N E S S E T H**

WHEREAS, the Members are each authorized and empowered to plan, finance, acquire, and construct and operate transportation facilities and issue bonds to provide the funds therefore; and

WHEREAS, the Members are authorized and empowered to enter into public-private partnerships pursuant to which revenue-generating public accommodations, infrastructure, and services can be designed, funded, constructed, and operated; and

WHEREAS, the Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the parties to this Agreement have each determined that an agency for the joint exercise of their common powers shall be formed to exercise their respective powers for the purpose of establishing one or more public-private partnerships to plan, finance, acquire, construct and operate transportation facilities adjacent to or within the boundaries of the Members and

WHEREAS, the Members desire to amend this Agreement to permit any joint powers or other governmental or county agencies within the Sphere of Influence of the Orangeline, to become members of the Orangeline Development Authority; and

WHEREAS, by this Agreement, the Members desire to create and establish the Orangeline Development Authority for the purposes set forth herein and to exercise the powers described herein and as provided by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, the following words shall have the following meanings:

“Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500-6599.2, inclusive, as it now exists or may hereafter be amended.

“Agreement” means this Joint Exercise of Powers Agreement.

“Authority” means the Orangeline Development Authority.

“Board of Directors” or “Board” means the governing body of the Authority.

“Bonds” means bonds, notes or other obligations of the Authority issued pursuant to any provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

“CEQA” means the California Environmental Quality Act, contained in the California Public Resources Code, Section 21000 et seq., together with the State CEQA Guidelines, 14 CCR §15000 et seq., as they now exist or may hereafter be amended.

“Director” means any person serving as the representative of a Member on the Board.

“Fiscal Year” means July 1<sup>st</sup> to and including the following June 30<sup>th</sup> or such other period as the Board may specify by resolution.

“Member” means a public agency that is a party to this Agreement.

“NEPA” means the National Environmental Policy Act, contained in 42 U.S.C. Section 4321 et seq., as it now exists or may hereafter be amended.

“Orangeline” or “Eco-Rapid Transit” means development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth and maximize ridership throughout Southern California.

“Orangeline Project” means the activities required to plan, put in place, maintain and maximize the benefits of, the Orangeline.

“Party” means a Member.

“Sphere of Influence” means an area that: 1) is within one mile of the right-of-way of the Orangeline; or 2) is within a distance of the right-of-way from which people will travel to use the

Orangeline as determined by the Board; or 3) is within an area that is directly or indirectly influenced by or has an influence upon the Orangeline as determined by the Board.

## ARTICLE II

### GENERAL PROVISIONS

Section 2.1 Creation of Authority. Pursuant to Section 6502 of the Act, there is hereby created a public entity separate and independent from the Parties hereto, to be known as the "Orangeline Development Authority."

(a) Within thirty (30) days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.

(b) Within ten (10) days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, its Members and Directors required by California Government Code Section 53051 to be filed with the office of the California Secretary of State and with the County Clerk of each county in which the Authority maintains an office, and within ten (10) days after any amendment which makes any change in the facts required to be stated pursuant to Subdivision (a) of such Section, a statement of such facts also shall be filed as provided therein.

Section 2.2 Purpose. The purpose of the Authority is to pursue its stated objective to use the common powers of its Members to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient.

## ARTICLE III

### POWERS

Section 3.1 General Powers. The Authority shall have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including but not limited to the powers to:

- (a) pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient; and
- (b) seek, receive and administer funding from any available public or private source, including grants or loans under any available federal, state and local programs for assistance in achieving the purposes of the Authority; and
- (c) contract for the services of engineers, attorneys, planners, financial and other necessary consultants or entities; and
- (d) make and enter into any other contracts; and

- (e) employ agents, officers and employees; and
- (f) acquire, lease, construct, own, manage, maintain or dispose of (subject to the limitations herein) any buildings, works or improvements, as needed to achieve the purposes of the Authority; and
- (g) acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale, as needed to achieve the purposes of the Authority; and
- (h) incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members and such other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement, subject to the limitations herein; and
- (i) receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations and governmental entities; and
- (j) sue and be sued in its own name; and
- (k) seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority; and
- (l) adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority; and
- (m) to invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended; and
- (n) to carry out and enforce all the provisions of this Agreement; and
- (o) exercise all other powers not specifically mentioned herein, but common to Members, and authorized by California Government Code Section 6508.

### Section 3.2 Specific Powers.

#### (a) Financial.

- (1) Annual Budget. The Board shall adopt an annual budget for the ensuing fiscal year by a two-thirds (2/3) vote of the Board.



(2) Accounts. All funds will be placed in object accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures and status of bank accounts and investments shall be reported to the Board as frequently as the Board shall direct and, in any event, not less than annually, pursuant to procedures established by the Board.

(3) Expenditures Within Approved Annual Budget. All expenditures within the limitations of the approved annual budget shall be made upon approval of the Executive Director in accordance with the rules, policies and procedures adopted by the Board. However, no expenditure shall be made for the purpose of purchasing or otherwise acquiring real property without prior approval of the Board by the representatives of not less than two-thirds (2/3) of the Members. No expenditures in excess of those budgeted shall be made without the approval of an amended annual budget by the Board pursuant to paragraph (1) of this Section.

(4) Disbursements. Warrants shall be drawn upon the approval and written order of the Board and the Board shall requisition the payment of funds only upon approval of claims, disbursements and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies and procedures adopted by the Board.

(5) Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor in each county in which a Member is located, and shall be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Authority. In any fiscal year during which the Authority has gross revenues of less than \$250,000 the Board may, in its discretion, dispense with such an audit, and instead rely on such other financial review by the Authority's staff or other reviewers as the Board shall deem prudent.

(6) Securities. The Authority may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Authority, and may borrow from any source including, without limitation, the federal government, for these purposes.

(7) Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the Members, although a Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority, as authorized by California Government Code Section 6508.1.

(8) Hold Harmless and Indemnification. To the fullest extent permitted by law, each Member agrees to save, indemnify, defend and hold harmless the Authority and all other Parties from any liability, claims, suits, actions, arbitration proceedings,

administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are any way attributable in whole or in part, to negligent acts or omissions of the indemnifying Party or its employees or agents, except when acting within the scope of their authority as employees or agents of the Authority. Where the Authority, or its Parties, in their capacities as Members or agents or employees of the Authority, are held liable for injuries to persons or property, including death, the liability of each Party for contribution or indemnification for such injuries shall be determined by agreement among the Parties or a court of competent jurisdiction, and the Party responsible for liability to the others will indemnify the other Parties to this Agreement for the percentage of liability determined as set forth therein. In the event of liability imposed upon the Authority, or any of its Parties, for injury or death which is caused by the negligent or wrongful act or omission of any Party in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for such negligent or wrongful act or omission shall be limited to one hundred dollars (\$100). The Party or Parties directly responsible for such negligent or wrongful acts or omissions shall defend, indemnify and hold the Authority and all other Parties harmless from any liability arising out of such wrongful act or omission.

In no event, however, shall the indemnification of an employee or former employee of the Authority or Member exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

- (b) **Condemnation.** The Authority shall have the power to exercise any available eminent domain power of its Members, upon approval of (i) two-thirds (2/3) of the entire membership of the Board, and (ii) the concurrence of the governing body of any Member(s) within the boundaries of which the real property is to be acquired.
- (c) **Parkland Maintenance.** The Authority shall maintain all parkland and open space installed or constructed within the right-of-way of the Orangeline.
- (d) **Manner of Exercise.** For purposes of California Government Code Section 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Artesia, a general law city, provided, however, that if the City of Artesia shall fail or cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Bell Gardens, a general law city.
- (e) **Compliance with CEQA and NEPA.** The Authority shall comply with all requirements of CEQA and NEPA as a condition precedent to its commitment to carry out any obligation under this Agreement for which such compliance is required. However, the execution of this Agreement does not constitute a project or approval of any commitment to carry out any project as those terms are used in CEQA and NEPA.

(f) Contributions. Individual Members may contribute funds, personnel and equipment to the Authority in furtherance of the purposes of the Authority set forth herein. Pursuant to Government Code Sections 6504, 6512.1 and related provisions, the Authority is empowered after the issuance of bonds or receipt of funds from any other source, to reimburse such Members for such contributions.

(g) Expulsion. A Party may be expelled from the Authority for violation of this Agreement, upon a vote of three-fourths (3/4) of the entire membership of the Board (excluding the vote of the Party to be expelled), after the Board has given thirty (30) days' written notice to the Party to be expelled of the Authority's intention to expel that Member if the violations of this Agreement identified in the notice are not cured or, if the cure cannot by its nature be completed within thirty (30) days, commenced within that notice period and diligently pursued to completion. Any Party that fails to execute any amendment to this Agreement within thirty (30) days after execution by the last Member required for approval of such amendment by Section 5.1 of this Agreement, shall be deemed to be expelled on the thirty-first (31st) day after such execution.

Expulsion of a Party shall not relieve the expelled Party of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such expulsion. However, such expulsion shall result in the forfeiture of all rights and claims of the expelled Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority. The Members agree that the liquidated damages provided by this paragraph are necessary and appropriate because the furtherance of the Orangeline Project is a complex venture, which will require sustained, collective effort over a period of years. If a Member fails to fulfill its commitment to the other Members to accomplish the mission of constructing, developing and maintaining the Orangeline, there will be real and substantial injury to the success of the project and to the other Members, which injury is necessarily difficult to quantify. Accordingly, the Members agree the provision of this paragraph and of paragraph (h) below constitute an appropriate measure of the damages an early withdrawal will cause.

(h) Withdrawal. Any Party may withdraw from the Authority at any time, for any reason, by giving written notice to the Board of its intention to do so thirty (30) days prior to the effective date of that withdrawal.

Withdrawal of a Party, however, shall not relieve it of any liabilities imposed upon by this Agreement or voluntarily incurred by the Party pursuant to Paragraph 3.7(a)(7) of this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority.

(i) Termination of Authority.

(1) Causes. The Authority shall terminate, and its assets be distributed in accordance with the provisions of this Agreement, upon the unanimous vote of its Members or at such time as there shall be only one Member remaining.

(2) Limitations

a. No termination of the Authority shall occur until all of its debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation and other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement are paid or adequate provision for such payment is made in accordance with the resolution of the Authority authorizing issuance and sale thereof.

b. No termination of the Authority shall occur which constitutes or will necessary cause a material breach of any contract or agreement entered into by the Authority.

c. No termination of the Authority shall occur which adversely affects the operation, repair, maintenance, improvement or administration of any facility then owned, leased, permitted, licensed or otherwise controlled by the Authority.

d. No termination of the Authority shall occur which is prohibited by law.

(3) Distribution of Funds and Property. Upon termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any un-reimbursed advances, contributions or in-lieu contributions made or given to the Authority by such Members, and then distributed to all Members in proportion to the contributions to the Authority by the Members. Alternatively, the Board, by a vote of 2/3 of its entire membership, may distribute the assets of the Authority to another public or private non-profit agency capable of using the assets of the Authority for the benefit of the public.

## ARTICLE IV

### ORGANIZATION

Section 4.1 Members. The Members of the Authority shall be the Members described in the introductory paragraph of this Agreement, and any public agency whose territory lies within the Sphere of Influence of the Orangeline, and which is subsequently added as a Member by approval of the agency's governing body and by the Board of Directors, and which has executed this Agreement and all subsequent amendments, and has not withdrawn nor been expelled thereafter.

(a) Admitting Eligible Public Entities.

(1) Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall become Members by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) executing this Agreement and 3) paying in full all dues owed for the then current fiscal year.

(2) Dues shall be established annually by the Board. The dues to be paid by Los Angeles County and Orange County (the "Counties") will be based upon the number of Directors the Counties appoint, with separate dues to be paid for each Director appointed, up to a total of three per County. The Counties, in their sole discretion, may appoint fewer than three Directors and subsequently increase their representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the County. The dues to be paid by the City of Los Angeles will be based upon the number of Directors the City of Los Angeles appoints, with separate dues to be paid for each Director appointed, up to a total of six. The City of Los Angeles, in its sole discretion, may appoint fewer than six Directors and subsequently increase its representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the City of Los Angeles.. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date of the last amended Agreement. No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

#### Section 4.2 Board

##### (a) Composition

(1) The Board shall consist of one person designated as a Director by each of a maximum of three Supervisorial Districts of each County choosing to participate, one person designated as a Director by the Mayor of the City of Los Angeles and one person designated by each of a maximum of five Council Districts of the City of Los Angeles choosing to participate and one person designated as a Director by the governing body of each of the remaining Members, as well as non-voting representatives of the California Department of Transportation, Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority and the Orange County Transportation Authority, and other agencies as determined by the Board. Each Member shall also appoint one or more Alternate Directors.

(2) All Directors shall be current members of the governing body of their appointing Member with the exception of the Directors of the Counties, the City of Los Angeles and the Burbank-Glendale-Pasadena Airport Authority. The Directors and Alternate Directors from the Counties and the City of Los Angeles shall be employed by or reside in the Supervisorial District or Los Angeles City Council District by whom they were appointed. The Directors and Alternate Directors from the Burbank-Glendale-Pasadena Airport Authority shall be employed by the Authority or reside within the territorial jurisdiction of the airport authority. The Alternate Directors from the remaining City Members shall be employed by or reside in the City by whom they were appointed. Directors and Alternate Directors shall serve during the pleasure of their respective appointing authorities and during that pleasure shall hold office for a period of one year, concurrent with the

Authority's fiscal year, and thereafter until their successors are selected and qualified (unless a Director or Alternate Director ceases to qualify for service, as by loss of elective office). Any vacancy caused by a Director or Alternate Director ceasing to serve on the body which appointed him or her or otherwise shall be filled in the same manner as the original appointment. Nothing in this Agreement shall bar the reappointment of a Director or an Alternate Director to successive terms provided that the Director or Alternate Director continues to be qualified to serve.

(b) Compensation and Expense Reimbursement

All Directors and Alternate Directors on the Board shall receive a stipend per meeting attended as the Member's voting representative upon a vote of the Board to authorize such stipends. Each Director and Alternate Director on the Board shall be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board prior to such expenses being incurred.

(c) Voting

(1) Required Vote. All actions of the Board shall be by vote of the representatives of a majority of Directors or Alternate Directors present and voting, except as otherwise specifically provided herein.

(2) Proxy and Absentee Votes. Directors and Alternate Directors may not cast proxy or absentee votes. Each Director shall have an equal vote. Each Alternate Director shall have one vote only during the absence of the Director for whom he or she serves as an Alternate Director.

(d) Political Reform Act

Directors and Alternate Directors shall be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority shall adopt a conflicts of interest code in compliance with the Political Reform Act.

(e) Levine Act

Directors and Alternate Directors are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

(f) Principal Office

The principal office of the Authority shall be established or moved to any place in Los Angeles County or Orange County by resolution of the Board.

(g) Meetings

(1) Time and Place. The Board shall meet at the principal office of the Authority, or at such other place designated by the Board if notice is provided in the manner of notice of an adjourned meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The time and place of regular meetings of the Board shall be designated by resolution adopted by the Board. Notice shall be furnished to each Member at least three (3) days prior to the next meeting. At least one regular meeting shall be held each year.

(2) Call and Conduct. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.

(h) Quorum

Directors representing more than 50% of the members shall constitute a quorum of the Board required to conduct the business of the Authority.

(i) Rules

The Board may adopt from time to time rules and regulations for the conduct of meetings of the Board and of the affairs of the Authority consistent with this Agreement and other applicable law.

(j) Minutes

The Secretary of the Authority shall cause minutes of all meetings of the Board to be drafted and mailed to each Member promptly after each such meeting. Upon approval by the Board, such minutes shall become a part of the official public records of the Authority.

(k) Officers

(1) Chair and Vice-Chair. The Board shall select a Chair and Vice-Chair from among its Directors.

(2) Secretary. The Board shall appoint a Secretary from the Directors or the officers or employees of the Authority or a Member.

(3) Treasurer and Auditor. The Board shall appoint an officer or employee of the Authority or an officer or employee of a Member to hold the offices of Treasurer and Auditor of the Authority. Such offices may be held by separate officers or employees or may be combined and held by one such officer or employee, as provided by the Board. Such person or persons shall possess the powers and duties of, and shall perform all Treasurer and Auditor functions for the Authority, including those required or authorized by California Government Code Sections 6505, 6505.5, and 6505.6.



(4) Executive Director. The Board shall appoint an Executive Director, which appointment shall require the approval of two-thirds (2/3) of its entire membership. The Executive Director may be an officer or employee of a Member, and shall have full authority and responsibility to implement the purposes and objectives of the Authority, subject only to the general authority of the Board.

(5) Terms. The Chair, Vice-Chair, Secretary, Treasurer and Auditor shall serve during the pleasure of the Board and during that pleasure shall hold office for a period of one year, concurrent with the Authority fiscal year, and thereafter until their successors are selected and qualified (unless the Chair or Vice-Chair should cease to be a member of the Board). The appointment of such persons by the Board shall be evidence that the position of an officer, employee, or agent of the Authority is compatible with those of an officer, employee or agent of any Member.

(6) Additional Officers. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member or of the Authority.

a. Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Authority shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

b. Status of Officers and Employees. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees of the Authority when performing their respective functions within the territorial limits of a Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers, agents or employees appointed by the Board shall be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their employment by the Authority.

c. Committees.

(i) Creation. The Board may by resolution create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board.



(ii) Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it now exists or may hereafter be amended, and all other applicable law.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Amendments. This Agreement may be amended with the approval of not less than three-fourths (3/4) of all Members; provided, however, that no amendment may be made which would adversely affect the interests of the owner or owners of bonds, letters of credit or other financial obligations of the Authority without the consent of that owner or owners.

Section 5.2 Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Authority, and shall be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 5.3 Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

Section 5.4 Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Member.

Section 5.5 Assignment and Delegation. No Member may assign any rights or delegate any duties under this Agreement without the unanimous written consent of all other Members and any attempt to make such an assignment shall be null and void for all purposes.

Section 5.6 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 5.7 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and to that end the parts, terms and provisions of this Agreement are severable.

Section 5.8 Integration. This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

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By:

(date)

ATTEST:

By:

(Seal)

APPROVED AS TO FORM:

By:

## EXHIBIT A

Burbank-Glendale-Pasadena  
Airport Authority  
City of Anaheim  
City of Artesia  
City of Bell  
City of Bell Gardens  
City of Bellflower  
City of Buena Park  
City of Burbank  
City of Cerritos  
City of Commerce  
City of Compton  
City of Cudahy  
City of Cypress  
City of Downey  
City of Fullerton  
City of Garden Grove  
City of Glendale  
City of Hawaiian Gardens  
City of Huntington Beach  
City of Huntington Park  
City of Irvine  
City of La Habra  
City of La Mirada  
City of La Palma  
City of Lakewood

City of Lancaster  
City of Long Beach  
City of Los Alamitos  
City of Los Angeles  
City of Lynwood  
City of Montebello  
City of Maywood  
City of Norwalk  
City of Orange  
City of Palmdale  
City of Paramount  
City of Pasadena  
City of Pico Rivera  
City of San Fernando  
City of Santa Ana  
City of Santa Clarita  
City of Santa Fe Springs  
City of Seal Beach  
City of South Gate  
City of Stanton  
City of Tustin  
City of Vernon  
City of Westminster  
City of Whittier  
County of Los Angeles  
County of Orange

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
JUNE 20, 2016**

**REVIEW OF THE PROPOSED  
FISCAL YEAR 2016/2017 ("FY 2017") ANNUAL BUDGET;  
AND  
PROPOSED RESOLUTION NO. 467,  
A RESOLUTION OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
ADOPTING THE FISCAL YEAR 2016/2017 ("FY 2017") ANNUAL BUDGET**

**STAFF RECOMMENDATION**

Staff seeks Commission approval of the attached Resolution No. 467, which adopts the proposed Fiscal Year 2016/2017 ("FY 2017") budget. This proposed budget provides a comprehensive balanced financial program which identifies all anticipated uses of funds for the next year, including the estimated Operations and Maintenance expenditures and the proposed Facility Improvement ("Capital") Program. The budget identifies all proposed funding sources as detailed in the "Sources of Funds: Summary" section and identifies all proposed uses of funds in the "Uses of Funds: Summary" section of the attached documents.

At the June 6, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3-0) to recommend to the Commission that it approve the proposed Fiscal Year 2016/2017 ("FY 2017") budget.

Enclosed in the agenda package is a workbook which provides detailed information regarding the proposed FY 2017 financial budget program.

**RESOLUTION NO. 467**  
**A RESOLUTION OF THE**  
**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**ADOPTING THE FISCAL YEAR 2016/2017 ("FY 2017") ANNUAL BUDGET**

THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY DOES  
RESOLVE AS FOLLOWS

SECTION 1. The proposed financial budget for the fiscal year commencing July 1, 2016, and ending June 30, 2017, is as set forth in that certain document entitled "Burbank-Glendale-Pasadena Airport Authority Adopted FY 2016/2017 ("FY 2017") Budget" and the same is hereby approved and adopted.

SECTION 2. The sums set forth in the "SOURCES OF FUNDS: SUMMARY" and the "USES OF FUNDS: SUMMARY," along with the accompanying exhibits of the Burbank-Glendale-Pasadena Airport Authority Adopted FY 2016/2017 ("FY 2017") Budget, are hereby appropriated to each designated category and account.

SECTION 3. The Director of Financial Services is hereby authorized and empowered to expend the sums shown for the designated categories and accounts subject to the review and approval of the Executive Director and/or his/her authorized designee. The authorization granted to the Director of Financial Services in this resolution is hereby made subject to the terms and conditions of the above and of the Authority's Expenditure Policy.

ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Frank Quintero, President  
Burbank-Glendale-Pasadena Airport Authority

ATTEST:

\_\_\_\_\_  
Terri Tornek, Secretary

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**ADOPTED FY 2016/2017 ("FY 2017") BUDGET**

**SOURCES OF FUNDS: SUMMARY**

	<b>Adopted Budget FY 2017</b>	<b>Adopted Budget FY 2016</b>	<b>\$ Change</b>
Rentals	\$13,140,000	\$13,325,000	(\$185,000)
Parking	20,175,000	19,385,000	790,000
Concessions	8,560,000	8,340,000	220,000
Landing Fees	2,950,000	2,929,000	21,000
Investment Income	2,100,000	1,450,000	650,000
Other Revenues	1,520,000	1,200,000	320,000
<b>Total Operating Revenues</b>	<b>\$48,445,000</b>	<b>\$46,629,000</b>	<b>\$1,816,000</b>
PFC Revenues / Reserves	\$8,009,065	\$4,493,563	\$3,515,502
AIP / Other Grants	16,275,935	5,356,937	10,918,998
Facility Development Reserve Funds	7,680,000	4,624,500	3,055,500
CFC Fees: 2012 Bond Issue	5,040,000	4,920,000	120,000
Facility Rent - RAC: 2012 Bond Issue	793,563	916,555	(122,992)
Facility Rent - RAC: Loan Principal	322,498	305,807	16,691
<b>Total Nonoperating Sources</b>	<b>\$38,121,061</b>	<b>\$20,617,362</b>	<b>\$17,503,699</b>
<b>Total</b>	<b>\$86,566,061</b>	<b>\$67,246,362</b>	<b>\$19,319,699</b>

**USES OF FUNDS: SUMMARY**

	<b>Adopted Budget FY 2017</b>	<b>Adopted Budget FY 2016</b>	<b>\$ Change</b>
Bond P & I (2012 Issue)	\$5,833,563	\$5,836,555	(2,992)
Bond P & I (2015 Issue)	4,563,950	4,301,450	262,500
<b>Subtotal Debt Service</b>	<b>10,397,513</b>	<b>10,138,005</b>	<b>259,508</b>
Operations and Maintenance	41,353,040	39,887,441	1,465,599
<b>Total Operating Expenses</b>	<b>\$51,750,553</b>	<b>\$50,025,446</b>	<b>\$1,725,107</b>
Facility Improvements			
Noise Mitigation / Abatement	\$500,000	\$105,000	\$395,000
Other Improvements	26,865,000	13,295,000	13,570,000
Development	4,600,000	1,075,000	3,525,000
<b>Total Improvement Program</b>	<b>\$31,965,000</b>	<b>\$14,475,000</b>	<b>\$17,490,000</b>
Additional O & M Reserve	\$366,400	\$373,859	(\$7,459)
Facility Dev. Fund Reimbursement	\$322,498	\$305,807	\$16,691
Parking Tax	\$2,161,610	\$2,066,250	\$95,360
<b>Total</b>	<b>\$86,566,061</b>	<b>\$67,246,362</b>	<b>\$19,319,699</b>

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
ADOPTED FY 2016/2017 ("FY 2017") BUDGET  
OPERATIONS & MAINTENANCE ("O & M") EXPENDITURES**

<b>ACCT #</b>	<b>DESCRIPTION</b>	<b>ADOPTED BUDGET FY 2017</b>	<b>ADOPTED BUDGET FY 2016</b>	<b>\$ AMOUNT CHANGE</b>
8000	Regular Wages	\$2,568,249	\$2,513,485	\$54,764
8012	Overtime Wages	310,000	295,000	15,000
8100	Sick Leave	222,032	213,341	8,691
8102	Vacation	238,770	226,344	12,426
8103	Payroll Taxes	262,973	257,969	5,004
8104	Workers' Compensation Insurance	440,000	540,000	(100,000)
8105	Group Insurance	339,318	261,801	77,517
8106	State Unemployment Insurance	5,000	5,000	0
8109	Holiday	174,608	175,129	(521)
8110	Employee Retirement Plan	225,263	220,364	4,899
8111	Employee Medical Opt Out	37,800	43,200	(5,400)
8115	FSA Admin.	900	600	300
8120	Certification Pay	44,100	42,600	1,500
8125	Training Pay	11,700	11,700	0
8200	Office Supplies	63,250	63,250	0
8202	Periodicals, Maps and Pamphlets	9,700	9,400	300
8204	Printing and Binding	14,100	15,050	(950)
8206	Special Office / Other Supplies	89,700	102,245	(12,545)
8208	Postage	15,790	15,790	0
8210	Office / Noise Equipment Service	140,500	154,825	(14,325)
8212	Copy Machine Lease	15,000	12,500	2,500
8214	Office Equipment Rent	700	700	0
8216	Photographic Expense	3,300	1,800	1,500
8252	Recruitment Expense	40,000	35,000	5,000
8254	Membership Dues	109,000	109,000	0
8256	Uniform Expense	79,650	81,100	(1,450)
8258	Commission Meeting	198,000	198,000	0
8260	Conference Meeting	87,750	90,750	(3,000)
8261	Training Expense	247,310	248,810	(1,500)
8302	Fuel, Oil and Lubricants	465,000	750,000	(285,000)
8303	Low Value Communications Equipment	13,000	12,700	300
8304	Low Value Machinery / Equipment	31,500	28,500	3,000
8305	Low Value Furniture / Fixtures	24,500	22,300	2,200
8306	Vehicle Repair / Maintenance Supplies	63,500	98,000	(34,500)
8308	General Repair / Maintenance	135,500	105,500	30,000
8316	Shop Supplies	75,550	77,550	(2,000)
8318	Electrical Supplies	68,250	68,750	(500)
8320	Plumbing, Heating and Air Conditioning	78,875	78,875	0
8322	Building / Construction Supplies	99,250	103,250	(4,000)
8324	Telephone Expense	325,000	267,000	58,000
8326	Communications Maintenance	48,700	53,200	(4,500)
8332	Industrial Chemical Supplies	12,500	12,500	0
8334	Operating / Maintenance Equipment Lease	49,300	58,900	(9,600)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
ADOPTED FY 2016/2017 ("FY 2017") BUDGET  
OPERATIONS & MAINTENANCE ("O & M") EXPENDITURES**

<b>ACCT #</b>	<b>DESCRIPTION</b>	<b>ADOPTED BUDGET FY 2017</b>	<b>ADOPTED BUDGET FY 2016</b>	<b>\$ AMOUNT CHANGE</b>
8335	Other Leases / Rentals	\$36,000	\$36,000	\$0
8336	Utility – Gas	37,000	37,000	0
8338	Utility – Electric	1,575,000	1,555,000	20,000
8340	Utility – Water	395,000	357,370	37,630
8341	Sign Repair and Maintenance	69,500	59,100	10,400
8342	Landscaping Expense	195,500	195,500	0
8344	Paint Expense	115,100	115,100	0
8604	ARFF Services	3,030,992	2,755,025	275,967
8606	Tenant Janitorial Services	490,000	474,250	15,750
8607	Janitorial Services	720,000	707,500	12,500
8608	Refuse Collection	140,000	128,000	12,000
8610	Contractual Building Repair	149,750	157,750	(8,000)
8612	Contractual Systems Repair	842,850	876,660	(33,810)
8620	Contractual Vehicle Maintenance	425,000	674,000	(249,000)
8622	Other Contracted O & M Costs	896,635	714,975	181,660
8625	Contractual Parking Ops. (Self-Park / Valet)	4,690,000	6,600,000	(1,910,000)
8626	Contractual Transportation Services	2,350,000	0	2,350,000
8702	Noise Consultants	66,000	57,600	8,400
8704	Legal Services	650,000	650,000	0
8706	Audit Services	110,000	110,000	0
8708	Professional Management Services	12,140,450	11,318,794	821,656
8709	Engineering Services	60,000	60,000	0
8710	Financial Services	808,000	690,000	118,000
8711	Other Professional Services	1,362,400	1,326,665	35,735
8715	Environmental Services	44,500	48,000	(3,500)
8804	Bad Debt Expense	4,000	4,000	0
8816	Insurance	1,450,000	1,550,000	(100,000)
8818	Public Relations / Advertising	113,000	100,000	13,000
8819	Air Service Retention and Development	375,000	375,000	0
8822	Licenses, Permits and Fees	118,275	124,624	(6,349)
8825	Uninsured Loss	10,000	10,000	0

<b>TOTAL O &amp; M EXPENSES</b>	<b>\$40,954,840</b>	<b>\$39,549,691</b>	<b>\$1,405,149</b>
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**O & M EQUIPMENT AND PROJECTS**

9010	Vehicles / Equipment	\$297,700	\$105,000	\$192,700
9022	Other Machinery / Equipment	49,500	93,000	(43,500)
9024	Furniture / Fixtures	10,000	79,750	(69,750)
9026	Office Equipment / Systems	41,000	60,000	(19,000)

<b>TOTAL O &amp; M EQUIPMENT / PROJECTS</b>	<b>\$398,200</b>	<b>\$337,750</b>	<b>\$60,450</b>
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<b>TOTAL OPERATIONS AND MAINTENANCE</b>	<b>\$41,353,040</b>	<b>\$39,887,441</b>	<b>\$1,465,599</b>
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**Burbank-Glendale-Pasadena Airport Authority**  
**ADOPTED FY 2016/2017 ("FY 2017") - Facility Improvement Program ("Capital") Budget**

PRIORITY CODE / PROJECT DESCRIPTION		Cost	Funded By PFC	Funded By Grant	*1 Airport Share
<b>BUILDING IMPROVEMENTS</b>					
H	Building #36 Server Room: Phase 1 & 2 Upgrades	\$ 1,000,000	\$ 800,000	\$ -	\$ 200,000
H	Hangar #34 Roof	500,000	-	-	500,000
H	Maintenance Dept. Electrical Service Upgrades	300,000	-	-	300,000
H	Terminal High Voltage Electrical Upgrades	250,000	175,000	-	75,000
H	HVAC Replacement: Bldg. #9 (\$125K); Maint. (\$35K)	160,000	-	-	160,000
H	Terminal Security Improvements	100,000	100,000	-	-
H	Furnace Replacement: Building #10	90,000	-	-	90,000
M	Elevator Rehabilitation: Building #10	150,000	105,000	-	45,000
M	LED Conversion: (Terminal, Skyroom, Lobby, Parking)	125,000	-	-	125,000
M	Elevator Rehabilitation: Short Term Parking Structure	65,000	-	-	65,000
M	Minor Building Improvements	250,000	-	-	250,000
<b>TOTAL BUILDING IMPROVEMENTS</b>		<b>\$ 2,990,000</b>	<b>\$ 1,180,000</b>	<b>\$ -</b>	<b>\$ 1,810,000</b>
<b>OTHER IMPROVEMENTS</b>					
H	Emergency Back-up Generator Replacement (completion)	\$ 400,000	\$ 280,000	\$ -	\$ 120,000
H	Reclaimed Water Connection and Hydrant	105,000	-	-	105,000
H	Wildlife Mitigation: Hangar #35 (multi-year)	60,000	60,000	-	-
M	Storm Drain Filter Installation (multi-year)	50,000	50,000	-	-
M	Airport Branding: Infrastructure and Sign Modifications	250,000	-	-	250,000
<b>TOTAL OTHER IMPROVEMENTS</b>		<b>\$ 865,000</b>	<b>\$ 390,000</b>	<b>\$ -</b>	<b>\$ 475,000</b>
<b>IT / COMMUNICATIONS / SECURITY</b>					
H	Access Control / IET Replacement	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -
H	DVSS SAN Replacement / Other Upgrades	1,075,000	1,075,000	-	-
H	Network Switches	75,000	-	-	75,000
M	Fiber Optic Installation: Phase 7	340,000	-	340,000	-
M	Upgrade Phone / Voicemail System	150,000	-	-	150,000
<b>TOTAL IT / COMMUNICATIONS / SECURITY</b>		<b>\$ 2,840,000</b>	<b>\$ 2,275,000</b>	<b>\$ 340,000</b>	<b>\$ 225,000</b>
<b>EQUIPMENT</b>					
H	Maintenance Equipment	\$ 250,000	\$ 250,000	\$ -	\$ -
H	Replacement Wash Pad	25,000	-	-	25,000
M	Express Lanes Parking (4)	100,000	-	-	100,000
<b>TOTAL EQUIPMENT</b>		<b>\$ 375,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ 125,000</b>
<b>RUNWAY / TAXIWAY / ROADWAY PROJECTS</b>					
H	Runway 8-26, 15-33 Rehabilitation Design (completion)	\$ 100,000	\$ 19,410	\$ 80,590	\$ -
H	Runway 8-26 and EMAS Rehabilitation	17,000,000	3,299,700	13,700,300	-
H	RPZ Land Acquisition: Hollyona Property	1,800,000	349,380	1,450,620	-
H	Obstruction Removal (multi-phase)	250,000	48,525	201,475	-
H	Paving Replacement: Empire west of Clybourn Avenue	150,000	-	-	150,000
H	Blast Fence: Clybourn Avenue (completion)	100,000	100,000	-	-
M	Parking Improvements	300,000	-	-	300,000
M	Paving Rehabilitation: Wash Rack	95,000	-	-	95,000
<b>TOTAL RUNWAY / TAXIWAY / ROADWAY</b>		<b>\$ 19,795,000</b>	<b>\$ 3,817,015</b>	<b>\$ 15,432,985</b>	<b>\$ 545,000</b>
<b>NOISE MITIGATION</b>					
M	Residential Acoustical Treatment Program (multi-year)	\$ 500,000	\$ 97,050	\$ 402,950	\$ -
<b>TOTAL NOISE MITIGATION</b>		<b>\$ 500,000</b>	<b>\$ 97,050</b>	<b>\$ 402,950</b>	<b>\$ -</b>
<b>DEVELOPMENT</b>					
H	Replacement Terminal Project (multi-year)	\$ 4,500,000	\$ -	\$ -	\$ 4,500,000
M	Transportation Planning	100,000	-	100,000	-
<b>TOTAL DEVELOPMENT</b>		<b>\$ 4,600,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 4,500,000</b>
<b>TOTAL FACILITY IMPROVEMENT PROGRAM</b>		<b>\$ 31,965,000</b>	<b>\$ 8,009,065</b>	<b>\$ 16,275,935</b>	<b>\$ 7,680,000</b>

\*1 The FY 2017 budget utilizes reserves previously set aside in the Facility Development Fund to cover the Airport share of capital project costs.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
JUNE 20, 2016**

**REPLACEMENT TERMINAL PROJECT LABOR AGREEMENT**

**SUMMARY**

At the June 14, 2016, meeting of the Legal, Government and Environmental Affairs Committee, the Committee voted unanimously (3–0) to recommend to the Commission that it approve the attached Project Labor Agreement (“PLA”) with the Los Angeles/Orange Counties Buildings and Construction Trades Council (“Trades Council”) and authorize the President to execute the agreement.

**BACKGROUND**

On April 18, 2016, the Commission authorized Staff to negotiate a PLA with the Trades Council for the replacement terminal project and authorized the Replacement Terminal Ad Hoc Committee to provide direction to Staff on deal points. The purpose of the PLA is to establish the terms and conditions of employment for workers on the replacement terminal project. A PLA typically requires the following: (i) contractors and subcontractors on the project must use labor from union hiring halls (even if the contractor or subcontractor is not a “union contractor”); and (ii) unions must refrain from work stoppages. Because the Authority is a public agency and will partially be funding the replacement terminal project with federal grants, the project will be subject to Davis-Bacon and prevailing wage requirements whether or not a PLA is executed.

**DETAILS**

The key components of the proposed PLA are as follows:

**Scope:** Replacement terminal project (as defined) construction contracts (including demolition, rehabilitation, and replacement work) that exceed \$125K

**Duration:** 5 years after the Authority first awards a replacement terminal project construction contract or 10 years after execution (whichever occurs first)

**Local Hire Goal:** 30% goal for “Area Residents.”

**Area Resident**

**Definition:** Tier 1 covers residents of Burbank, Glendale, and Pasadena. Tier 2 covers residents of portions of Los Angeles (Mid-Town, Studio City, Valley Village, Valley Glen, Van Nuys, North Hollywood East and West, and Sun Valley). Veterans are considered to be an “Area Resident” regardless of residence.

**Core Employees:** Contractors and subcontractors may utilize 5 “core employees” who do not have to be referred by union hiring hall.

Work Stoppages: Prohibited during the term

Lockouts: Prohibited during the term

Project Support: Union acknowledges support for the replacement terminal project

### RECOMMENDATION

The Legal, Government and Environmental Affairs Committee unanimously recommends to the Commission that it approve the attached PLA and authorize the Authority President to execute the agreement on the Authority's behalf.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
JUNE 20, 2016**

**AIRLINE SCHEDULE ANALYSIS**

Staff has received notice of changes in service, fleet mix and scheduled operating times from two airlines serving Hollywood Burbank Airport. This report change is reflected in detail below and on the attached Schedule Change Analyses. The projected change to the noise impact area shown in this report is for the balance of the fiscal year.

**AMERICAN**

Effective June 1, 2016, American Airlines made a seasonal schedule adjustment by adding one Saturday round-trip flight to Phoenix operating during the daytime hours. This schedule change will increase the noise impact area by 0.01 acres.

**SOUTHWEST**

The number of scheduled flight changes in arrivals and departures represents a net increase of 15 round-trip flights per week. As previously announced, Southwest increased its operations out of Burbank with the introduction of nonstop flights to Dallas beginning June 5, 2016, with one round-trip flight seven days a week. The carrier is also increasing its service to Denver with the addition of eight weekly round-trip flights as detailed below. This schedule change does include minor adjustments in service to other markets served by the carrier; however, the combined effect of these changes yields no net increase or decrease. The overall schedule change will increase the noise impact area by 0.03 acres.

	<b>Monday - Friday</b>		<b>Saturday</b>		<b>Sunday</b>	
<b>City</b>	<b>Arrival</b>	<b>Departure</b>	<b>Arrival</b>	<b>Departure</b>	<b>Arrival</b>	<b>Departure</b>
Dallas	1	1	1	1	1	1
Denver	1	1	2	2	1	1
Las Vegas	0	0	0	0	0	1
Oakland	0	0	-1	-1	-1	1
Phoenix	0	0	0	0	1	1
San Francisco	0	0	0	0	0	0
San Jose	0	0	0	0	0	-1
Sacramento	0	0	0	0	1	-1
<b>Daily Total</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>3</b>

**OVERALL IMPACT**

After incorporating all schedule adjustments, the noise impact area is projected to increase by 0.04 acres. This schedule results in an increase of 4,078 weekly seats, or a 3.59% increase from the prior schedule, leaving the revised schedule with a combined total of 117,662 available weekly seats.

# BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY\*

## SCHEDULE ANALYSIS

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Airline: **Southwest Airlines**

Report Date: 06/20/16

Effective Date: 06/05/16

1) Aircraft Operations Summary (includes both arrivals and departures):

<u>Aircraft Type</u>	<u>Seats</u>	<u>Weekly Operations</u>			<u>Weekly Seats</u>		
		<u>Current Operations</u>	<u>Proposed Operations</u>	<u>Difference</u>	<u>Current Available Seats</u>	<u>Proposed Available Seats</u>	<u>Difference</u>
B737-300	137	0	0	0	0	0	0
B737-500	122	0	0	0	0	0	0
B737-700	143	604	646	42	86,372	92,378	6,006
B737-800	175	14	2	-12	2,450	350	-2,100
Total		618	648	30	88,822	92,728	3,906

2) Discussion of the change in operations and voluntary curfew

The number of scheduled flight changes in arrivals and departures represents a net increase of 15 round-trip flights per week. As previously announced, Southwest increased its operations out of Burbank with the introduction of nonstop flights to Dallas beginning June 5, 2016, with one round-trip flight seven days a week. The carrier is also increasing its service to Denver with the addition of eight weekly round-trip flights as detailed in the staff report. This schedule change does include minor adjustments in service to other markets served by the carrier; however, the combined effect of these changes yields no net increase or decrease. The overall schedule change will increase the noise impact area by 0.03 acres.

3) Change in 65 dB CNEL Impact Area - Projected to 6/30/16:

	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
<b>Acres</b>	<b>7.22</b>	<b>7.25</b>	<b>0.03</b>

Is there an impact on the voluntary curfew with this schedule change?	Yes	
	No	<u>X</u>

\*Report change in noise impact area is based on published airline schedules. Actual noise impact area for the reported period may vary as a result of unanticipated changes in the number of aircraft operations or in the times of aircraft departures and/or arrivals.

# BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY\*

## SCHEDULE ANALYSIS

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Airline: **American Airlines**

Report Date: 06/20/16

Effective Date: 06/01/16

1) Aircraft Operations Summary (includes both arrivals and departures)

<u>Aircraft Type</u>	<u>Seats</u>	<u>Weekly Operations</u>			<u>Weekly Seats</u>		
		<u>Current Operations</u>	<u>Proposed Operations</u>	<u>Difference</u>	<u>Current Available Seats</u>	<u>Proposed Available Seats</u>	<u>Difference</u>
A319	126	0	0	0	0	0	0
A320	150	0	0	0	0	0	0
B737-300	134	0	0	0	0	0	0
CRJ-200	50	0	0	0	0	0	0
CRJ-900	86	54	56	2	4,644	4,816	172
<b>Total</b>		<b>54</b>	<b>56</b>	<b>2</b>	<b>4,644</b>	<b>4,816</b>	<b>172</b>

2) Discussion of the change in operations and voluntary curfew

Effective June 1, 2016, American Airlines made a seasonal schedule adjustment by adding one Saturday round-trip flight to Phoenix, operating during the daytime hours. This schedule change will increase the noise impact area by 0.01 acres.

3) Change in 65 dB CNEL Impact Area - Projected to 06/30/16:

	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
<b>Acres</b>	<b>7.21</b>	<b>7.22</b>	<b>0.01</b>

Is there an impact on the voluntary curfew  
with this schedule change?      Yes      No

          X          

\*Report change in noise impact area is based on published airline schedules. Actual noise impact area for the reported period may vary as a result of unanticipated changes in the number of aircraft operations or in the times of aircraft departures and/or arrivals.

## Burbank Bob Hope Airport

REVENUE PASSENGERS	April			January - April		
	2016	2015	% Change	2016	2015	% Change
<b>Signatory Airlines</b>						
Alaska Airlines	37,926	32,392	17.08%	136,261	129,149	5.51%
American Airlines (US Airways)	12,471	14,422	-13.53%	51,298	53,752	-4.57%
Delta Air Lines	7,399	6,692	10.56%	26,925	22,988	17.13%
JetBlue Airways	6,969	7,719	-9.72%	29,601	29,984	-1.28%
SeaPort Airlines	0	1,557	-100.00%	277	4,401	-93.71%
Southwest Airlines	246,100	253,046	-2.74%	943,306	943,882	-0.06%
United Airlines	20,634	17,578	17.39%	77,625	68,387	13.51%
<b>Total Revenue Passengers</b>	<b>331,499</b>	<b>333,406</b>	<b>-0.57%</b>	<b>1,265,293</b>	<b>1,252,543</b>	<b>1.02%</b>
Inbound (deplaned)	165,653	165,904	-0.15%	630,971	624,154	1.09%
Outbound (enplaned)	165,846	167,502	-0.99%	634,322	628,389	0.94%

AIRCRAFT OPERATIONS *	April			January - April		
	2016	2015	% Change	2016	2015	% Change
Air Carrier	4,044	3,770	7.27%	16,232	14,670	10.65%
Air Taxi	1,150	1,325	-13.21%	4,010	5,192	-22.77%
General Aviation	3,423	3,032	12.90%	13,439	12,686	5.94%
Military Itinerant	130	83	56.63%	406	361	12.47%
Civil Local	2,693	1,848	45.73%	11,655	9,634	20.98%
Military Local	0	0	N/A	1	24	-95.83%
<b>Total Aircraft Operations</b>	<b>11,440</b>	<b>10,058</b>	<b>13.74%</b>	<b>45,743</b>	<b>42,567</b>	<b>7.46%</b>

\* Source: FAA Tower Daily Airport Operations Count, adjusted to show Canadair Regional Jet-200 operations as Air Carrier. Includes Bob Hope Airport arrivals/departures only; excludes aircraft that enter local air space but do not land or take off at Bob Hope Airport.

## Burbank Bob Hope Airport

AIR CARGO (lbs.)	April			January - April		
	2016	2015	% Change	2016	2015	% Change
<b>Signatory Airlines</b>						
Alaska Airlines	277	403	-31.27%	1,468	1,609	-8.76%
American Airlines (US Airways)	0	5	-100.00%	0	223	-100.00%
Delta Air Lines						
JetBlue Airways						
SeaPort Airlines						
Southwest Airlines	157,397	162,072	-2.88%	639,913	722,591	-11.44%
United Airlines						
<b>Other Scheduled Carriers</b>						
Federal Express	N/A*	4,610,381	N/A*	N/A*	17,213,483	N/A*
United Parcel Service	3,980,324	4,179,582	-4.77%	15,395,251	16,552,974	-6.99%
<b>Charter/Contract Carriers</b>						
AirNet Express	2,554	8,947	-71.45%	10,237	12,411	-17.52%
Ameriflight	214,350	208,952	2.58%	827,712	963,478	-14.09%
<b>Total Air Cargo</b>	<b>N/A*</b>	<b>9,170,342</b>	<b>N/A*</b>	<b>N/A*</b>	<b>35,466,769</b>	<b>N/A*</b>
Inbound (deplaned)	2,518,719	4,172,637	-39.64%	14,232,768	16,665,510	-14.60%
Outbound (enplaned)	1,836,183	4,997,705	-63.26%	14,266,057	18,801,259	-24.12%

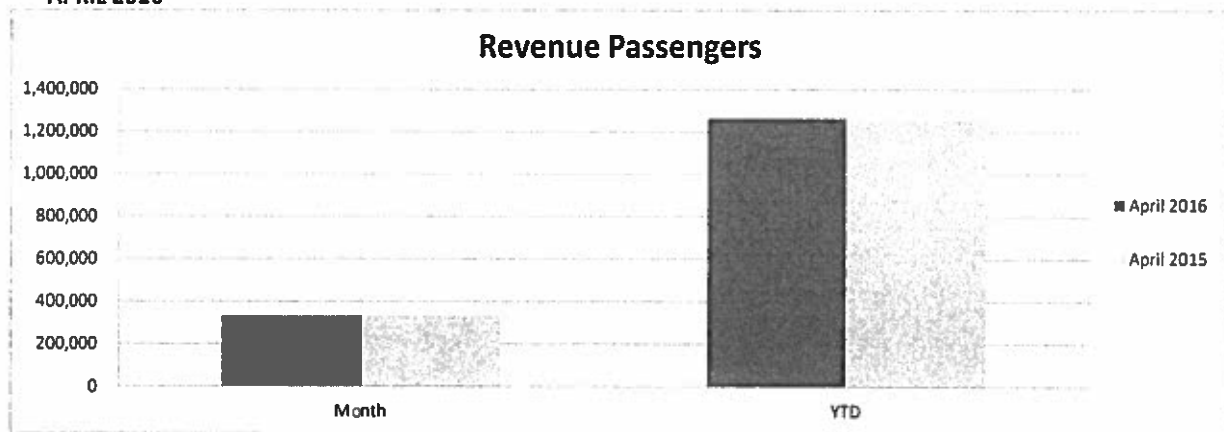
MAIL (lbs.)	April			January - April		
	2016	2015	% Change	2016	2015	% Change
United Parcel Service	17,160	448,518	-96.17%	109,568	1,616,394	-93.22%
<b>Total Mail</b>	<b>17,160</b>	<b>448,518</b>	<b>-96.17%</b>	<b>109,568</b>	<b>1,616,394</b>	<b>-93.22%</b>
Inbound (deplaned)	0	331,219	-100.00%	44,815	1,221,310	-96.33%
Outbound (enplaned)	17,160	117,299	-85.37%	64,753	395,084	-83.61%

Note as of 5-24-16

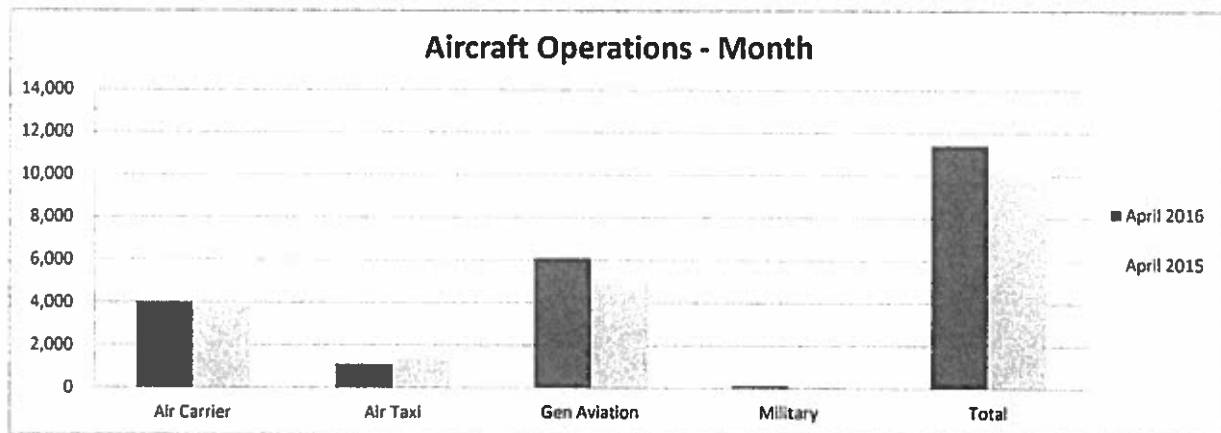
\*Federal Express is experiencing issues with its reporting software that generates the reporting on cargo activity. This issue affects the YTD totals and grand totals. Fedex anticipates rectifying this issue and providing historical data by July.



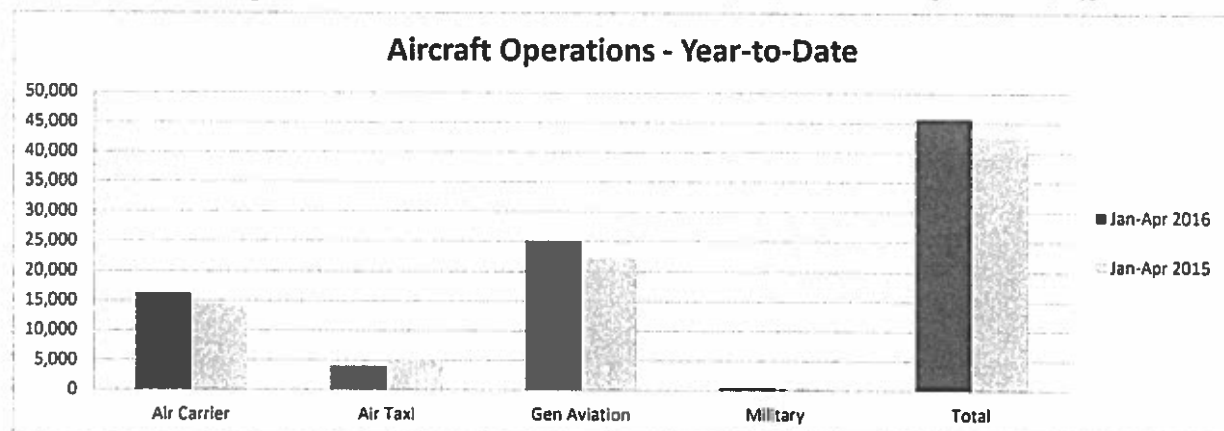
APRIL 2016



Revenue Passengers	Month	YTD
April 2016	331,499	1,265,293
April 2015	333,406	1,252,543
% Change	-0.57%	1.02%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
April 2016	4,044	1,150	6,116	130	11,440
April 2015	3,770	1,325	4,880	83	10,058
% Change	7.27%	-13.21%	25.33%	56.63%	13.74%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Apr 2016	16,232	4,010	25,094	407	45,743
Jan-Apr 2015	14,670	5,192	22,320	385	42,567
% Change	10.65%	-22.77%	12.43%	5.71%	7.46%