AMENDED
BURBANK CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 24, 2026
5:00 p.m. – Closed Session
6:00 p.m. – Open Session
Council Chamber
275 E. Olive Avenue, Second Floor
***Amended to add Consideration of Previously Introduced Agenda Items section and update attachment to Consent Item No. 2**

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that a Regular City Council Meeting will be held in the Council Chamber – 275 East Olive Avenue, Second Floor, on Tuesday, February 24, 2026, at 5:00 p.m., to discuss matters on the attached agenda.

Members of the public have the option to participate in the meeting via in-person and/or telephonically for Closed Session, General Public Comment, Public Hearings, and Study Sessions. They may also submit their written comments regarding City business using the eComment feature on the City website, or by emailing the City Council directly at citycouncil@burbankca.gov.

Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). For more information, please contact the ADA Coordinator at (818) 238-5051.

Interpretation Requests:
If you would like to participate in Public Comments and require an interpreter, please telephone the City Clerk's Office at (818) 238-5851 at least 48 hours in advance of the meeting.

Si desea participar en los comentarios públicos y necesita un intérprete, por favor llame a la Oficina de la Secretaria Municipal al (818) 238-5851 al menos 48 horas antes de la reunión.

Եթե ցանկանում եք մասնակցել հանրային մեկնաբանություններին և թարգմանիչ եք պահանջում, խնդրում ենք զանգահարել քաղաքապետարանի գրասենյակ՝ (818) 238-5851 հեռախոսահամարով հանդիպումից 48 ժամ առաջ:

How to View the Meeting:
Local Cable: Spectrum Channel 6 or AT&T Uverse Channel 99.
YouTube Live Streaming Channel: Click here.
City Website Live Streaming: Click here.

Public Comment Options:
1. To speak during Closed Session Public Comment, General Public Comment, Public Hearing Public Comment, and Study Session Public Comment periods during the meeting, members of the public may speak in-person in the Council Chamber or call (818) 238-3335. Speaker time limits will be determined by the Presiding Officer, depending on how many public comment cards are received and how many callers are in the queue at the commencement of each public comment period (as shown below). Additional public comment cards and calls will not be accepted once the public comment period commences.
    - 1 – 20 Total Speakers – 3 minutes each
    - 21 – 39 Total Speakers – 2 minutes each
    - 40+ Total Speakers – 1 minute each

2. The Reports to Council Public Comment periods are only accepted in person – public comment cards must be submitted before the public comment period begins for each report to Council. Speaker time limits will be determined by the Presiding Officer depending on how many public comment cards have been received at the commencement of each public comment period (as shown below). Additional public comment cards will not be accepted once the public comment period commences.
    - 1 – 20 Total Speakers – 3 minutes each
    - 21 – 39 Total Speakers – 2 minutes each
    - 40+ Total Speakers – 1 minute each

3. eComment will remain open until 4:00 p.m. the day of the meeting.

4. Email the City Council directly citycouncil@burbankca.gov
   Emails received on or before 4:00 p.m. on City Council Meeting Day will be distributed to the City Council in advance of the meeting. Any correspondence received after this time will be distributed the following business day.

5. The Presiding Officer has the discretion to reduce speaking time for each speaker in order to ensure that City business can be completed at a reasonable hour.

Public Disclosure:
Please be advised that any communication submitted to the City of Burbank, its officials, staff or City consultants, may be considered a public record under the Brown Act and California Public Records Act. This means that any information contained in the communication, including personal information, may be subject to public disclosure. The City reserves the right to disclose such information in accordance with the law.

This agenda contains a summary of each item of business which the City Council may discuss or act on at this meeting. The agenda packet consisting of the staff reports and all other documentation relating to each item on this agenda will be posted on the City's website at www.burbankca.gov. Any writings or documents provided to the City Council regarding any item on this agenda subsequent to distribution of the agenda packet will be posted on the City's website at www.burbankca.gov. If you have a question about any matter on the agenda, please call the Office of the City Clerk at (818) 238-5851. The Council Chamber is disabled accessible. Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). Please contact the ADA Coordinator at (818) 238-5051 with questions or concerns.

A. **Public Comment**: (On Closed Session items only) To Comment, please telephone into the meeting at (818) 238-3335, or to speak in person a PINK Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

B. **Closed Session in City Hall First Floor Conference Room:**
   1. Conference with Real Property Negotiator
      a. Pursuant to Govt. Code §54956.8
      b. Property: 110 W. Olive St., Burbank, CA 91502 APNs: 2451-007-019, 2451-007-020, 2451-007-026
      c. Parties Whom Agency or City is Negotiating with: BCH Enterprises, 110 LLC, a California Limited Liability, 110 W. Olive, Burbank, CA; Brett Warner, Lee & Associates – 15250 Ventura Blvd., Suite 100, Sherman Oaks, CA
      d. City Negotiator: Simone McFarland, Assistant Community Development Director – Business & Economic Development
      e. Terms Under Negotiation: Continuing Negotiations – Potential Real Estate Purchase

C. **Call to Order: 6:00 p.m.**

D. **Moment of Reflection:**

E. **Flag Salute:**

F. **Roll Call:**

G. **Announcements:** (The Mayor will make announcements on various topics in addition to any listed)

H. **Council Presentations/Recognitions**: (The Mayor will make presentations to various groups/persons)

1. Presentation of a Proclamation Declaring February 19, 2026, as “A Day of Remembrance: Japanese American Evacuation” in the City of Burbank – City Council

2. Presentation of a Proclamation Declaring February 1-28, 2026, as "National Children’s Dental Health Month" in the City of Burbank – City Council

I. **City Manager Report:** (Updates on Notable Events, if any)

J. **Reporting on Closed Session:** (The City Attorney will report the Closed Session items and report out actions taken)

K. **General Public Comment:** (On any matter concerning City business and/or any agenda items.) To Comment, please telephone into the meeting at (818) 238-3335 or to speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.)

L. **Council, City Manager, and/or City Attorney Comment:** (Responses to General Public Comment, if any, shall be brief and in accordance with the Ralph M. Brown Act)

M. **Consent Calendar**: (Items on the Consent Calendar are generally routine matters and should be adopted by one motion without an oral report)

1. Council Minutes – City Clerk's Office

Recommendation:
Approve the City Council Minutes of the Regular Meeting of February 10, 2026, and the Dark Meeting of February 17, 2026.

MOTION: Approved 4-0 (Perez, absent)

Attachments:
Council Minutes
Dark Meeting Minutes

2. Adoption of an Ordinance Amending Article 28, Chapter 1, Title 6 of the Burbank Municipal Code Regarding Electric Mobility Devices – Police Department

Recommendation:
Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING ARTICLE 28, CHAPTER 1, TITLE 6 (BICYCLE PATHS, TRAILS AND BIKEWAYS; EQUESTRIAN, HIKING AND RECREATION TRAILS) OF THE BURBANK MUNICIPAL CODE TO UPDATE AND CLARIFY DEFINITIONS OF ELECTRIC MOBILITY DEVICES, RULES OF THE ROAD, ESTABLISH ENFORCEMENT, AND ESTABLISH SPECIAL RULES APPLICABLE TO THE USE OF ELECTRIC MOBILITY DEVICES ON THE MARIPOSA STREET BRIDGE.

MOTION: Adopted 4-0 (Perez, absent)

Attachments:
SR - Electric Mobility Devices
Att1 - Ordinance
Additional Documents - Memo
Additional Documents - Updated Ordinance

3. Adoption of a Resolution Amending and Restating the Compensation Plan for Unrepresented Mid-Management Employees – Management Services Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING AND RESTATING THE COMPENSATION PLAN FOR UNREPRESENTED MID-MANAGEMENT EMPLOYEES.

MOTION: Adopted 4-0 (Perez, absent)

Attachments:
SR - Compensation Plan Unrepresented Mid-Mgmt
Att1 - Resolution

4. Adoption of a Resolution Approving Final Tract Map No. 84031 and Related Subdivision Improvement Agreement for Project at 529-537 East Palm Avenue – Public Works Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE FINAL MAP OF TRACT NO. 84031 AND THE SUBDIVISION IMPROVEMENT AGREEMENT RELATED THERETO BETWEEN PALM TOWNHOMES, LLC AND THE CITY OF BURBANK (529-537 EAST PALM AVENUE).

Attachments:
SR - Final Tract Map No. 84031
Att1 - Resolution
Att2 - Subdivision Improvement Agreement
Att3 - Location Map
Att4 - Offsite Improvement Plans
Att5 - County of Los Angeles Letter
Att6 - Engineers Estimate
Att7 - Final Tract Map

5. Adoption of a Resolution Approving Contract Documents, Plans and Specifications, Authorizing Execution of a Construction Contract for Bid Schedule No. 1536 – Phase IIIA Side Slope Liner Expansion Project with Sukut Construction, LLC, and Finding of CEQA Exemption (14 CCR §15301), and Approval of the First Amendment to the Professional Services Agreement with Civil & Environmental Consultants, Inc. – Public Works Department

   Recommendation:
   1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AUTHORIZING EXECUTION OF A CONTRACT FOR BID SCHEDULE NO. 1536 – PHASE IIIA SIDE SLOPE LINER EXPANSION PROJECT WITH SUKUT CONSTRUCTION, LLC, AND FINDING OF CEQA EXEMPTION, AND APPROVING THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC.,
   2. Approve a first amendment to the Professional Services Agreement with Civil & Environmental Consultants, Inc. for construction quality assurance services related to the Phase IIIA Side Slope Liner Expansion Project, and authorize the Public Works Director, as designee of the City Manager, to execute the first amendment and future amendments up to $30,000, provided that the funds are budgeted.

   MOTION: Adopted and Approved 4-0 (Perez, absent)

   Attachments:
   SR - BS No. 1536
   Att1 - Resolution
   Att2 - Location Map
   Att3 - Bid Summary
   Att4 - Bid Tabulation
   Att5 - Professional Services Agreement
   Att6 - First Amendment to PSA

6. Approve and Authorize the Community Development Director to Execute a Fourth Amendment to the On-Call Professional Services Agreement with Moore, Iacofano, Goltsman to Extend the Term from March 16, 2026 to March 16, 2027 – Community Development Department

   Recommendation:
   Approve and authorize the Community Development Director, as the designee of the City Manager, to execute a Fourth Amendment to the On-Call Professional Services Agreement between the City of Burbank and Moore, Iacofano, Goltsman to extend the term of the agreement from March 16, 2026 to March 16, 2027.

   MOTION: Approved and Authorized 4-0 (Perez, absent)

   Attachments:
   SR - PSA with MIG
   Att1 - Fourth Amendment to PSA
   Att2 - Third Amendment to PSA
   Att3 - Second Amendment to PSA
   Att4 - First Amendment to PSA
   Att5 - PSA with MIG

7. Acceptance of a Donation to the City of Burbank Animal Shelter in the Amount of $5,000 from the Kari and Dick Clark Foundation – Parks and Recreation Department

Recommendation:
Accept a donation to the City of Burbank Animal Shelter in the amount of $5,000 from the Kari and Dick Clark Foundation and amend the Fiscal Year (FY) 2025-26 Adopted Budget by appropriating $5,000 from revenue account 001.PR000.45000.1019.0000.00000 (General Fund, Parks and Recreation General Donations, Animal Shelter) to expenditure account 001.PR47A.62300.0000.24589 (General Fund, Parks, and Recreation Animal Shelter Donations).

MOTION: Accepted 4-0 (Perez, absent)

Attachments:
SR - Animal Shelter Donation

N. **Reports to Council**: (Items listed under this section will have an oral report provided)

1. Appointment to Fill One Vacancy on the Art in Public Places Committee for an Unexpired Term – City Clerk's Office

Recommendation:
Appoint one member to the Art in Public Places Committee to fill an unexpired term ending July 31, 2026.

Public Comment: To speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

Council Action: Appointed Jean Marinelli 4-0 (Perez, absent)

Attachments:
SR - APP Vacancy
Att1 - Applications and Resumes
Att2 - BMC Section 2-1-422

2. Appointment to Fill One Vacancy on the Burbank Water and Power Board for an Unexpired Term – City Clerk's Office

Recommendation:
Appoint one member to the Burbank Water and Power Board to fill an unexpired term ending July 31, 2028.

Public Comment: To speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

Council Action: Appointed Layla Kashani 4-0 (Perez, absent)

Attachments:
SR - BWP Board Vacancy
Att1 - Applications and Resumes
Att2 - BMC Section 2-1-418

O. **Council Comments:** (Including reporting on Council committee assignments, attendance at conferences, regional meetings, and community events)

P. **Consideration of Previously Introduced Additional Agenda Items**: (Council Members may briefly discuss future agenda item requests)

1. Mayor Takahashi's request to consider the inclusion of options beyond a full prohibition of Short-term rentals, including the possibility of a limited number of City-authorized Short-term Rentals, when staff returns with the report pursuant to prior Council direction. (February 10, 2026).

Q. **Introduction of Additional Agenda Items:** (Council Members may request future agenda items)

R. **Adjournment**: In Memory of Linda Murphy, Longtime Resident and Advocate for Sports Equality, to Tuesday, March 10, 2026, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

CITY OF BURBANK
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, FEBRUARY 10, 2026

Call to Order:

A Closed Session Meeting of the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 5:02 p.m. by Mayor Takahashi.

Present: Council Member(s) Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: Council Member(s) Anthony, and Perez
Also Present: Assistant City Manager Padgett, City Attorney McDougall, and City Clerk Clark

Closed Session Public Comment:

There being no response to the Mayor's invitation for Public Comment on Closed Session matters, the City Council recessed at this time to the City Hall First Floor Conference Room to hold a Closed Session on the following:

1. Conference with Legal Counsel – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Cesar Escobedo v. City of Burbank
   c. Case No.: 2:25-CV-10170-CV-AS
   d. Brief description and nature of case: Civil Rights

2. Conference with Legal Counsel – Anticipated Litigation
   a. Initiation of litigation pursuant to Govt. Code §54956.9(d)(4) City as Potential Plaintiff
   b. Number of potential case(s): 1

The meeting reconvened at 6:07 p.m. with all Council Members present.

Call to Order:

A Regular Meeting of the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 6:07 p.m. by Mayor Takahashi.

Moment of Reflection:

Mayor Takahashi held a Moment of Reflection to begin the meeting with positive and collective support for our beloved community.

Flag Salute:

The Pledge of Allegiance was led by Mayor Takahashi.

Roll Call:
Present: Council Member(s) Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: Council Member(s) Anthony
Also Present: Assistant City Manager Padgett, City Attorney McDougall, and City Clerk Clark

Mayor Takahashi indicated there would be five (5) periods of Public Comment at this evening's meeting and those who wish to participate in the General Public Comment and Public Hearing Public Comment periods may call in at (818) 238-3335. The Reports to Council Public Comment period will only be taken in person.

Announcements:
Mayor Takahashi displayed a PowerPoint presentation announcing the following: (1) Burbank Water and Power Board Vacancy; (2) Golden State Neighborhood Protection Plan; (3) Central Library and Public Plaza Community Workshops; (4) Burbank Adaptive Sports Expo; and (5) Film Burbank Campaign.

Council Presentations/Recognitions:

1. Presentation of Certificates of Recognition Celebrating Graduates of the Burbank Waste Warriors Program
   Mayor Takahashi presented Certificates of Recognition to the Graduates of the Burbank Waste Warriors Program and introduced Amy Hammes, Recycling Specialist, who made remarks.

2. Presentation of a Proclamation Declaring February 1-28, 2026, as "Black History Month" in the City of Burbank
   Mayor Takahashi presented a Proclamation declaring February 1-28, 2026, as “Black History Month” in the City of Burbank and and introduced Amber Beasley, Human Resources Manager, who made remarks.

City Manager Report:
Assistant City Manager Padgett introduced Marisa Garcia, Parks and Recreation Director, who provided an update on the City’s new Trail Accessibility Program.

Reporting on Closed Session:
City Attorney McDougall reported that the City Council met in Closed Session regarding two Closed Session items and City Council took no reportable action on Item No.1. He reported that for Item No. 2, Council Member Anthony was not present, and Council gave direction by a 4-0 vote for the City Attorney's Office to commence litigation in the anticipated matter.

General Public Comment:
Appearing to comment were: Natalie Vartanian, Mark Scroggs, Ron Bax, Ward Smith, Marcus Davis, Diana Pulver, Dan K., Jo Pimienta, Liz Radley, and Kenny Lim.

Calling in to comment was: Fred Massabki.

Council Member Anthony arrived at 6:33 p.m.

Council, City Manager, and/or City Attorney Comment:
Council Members and Staff responded to Public Comment.

Consent Calendar:
It was moved by Council Member Perez, seconded by Vice Mayor Mullins, to approve the Consent Calendar. The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

Mayor Takahashi had a question on Item No. 4. Mary Hamzoian, Economic Development Manager, Community Development Department, responded to City Council inquiries.

1. Council Minutes

   Approve the City Council Minutes of the Regular Meeting of January 27, 2026, and the Dark Meeting of February 3, 2026.

2. Adoption of a Resolution Approving an On-Call Services Professional Services Agreement Template for Building & Safety, Planning, and Transportation Planning Consulting Services

   RESOLUTION NO. 26-29,681
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING AN ON-CALL SERVICES PROFESSIONAL SERVICES AGREEMENT TEMPLATE WITH A FOUR-YEAR TERM FOR CONSULTING SERVICES FOR BUILDING & SAFETY, PLANNING, AND TRANSPORTATION PLANNING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS.

3. Adoption of a Resolution Authorizing the General Manager of Burbank Water and Power to Execute the Contract with Doty Bros. Equipment Company for the Distribution Underground Conduit System and Related Substructure Improvements Citywide - Bid Schedule No. 1547

   RESOLUTION NO. 26-29,682
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A CONTRACT WITH DOTY BROS. EQUIPMENT COMPANY AND DELEGATING AUTHORITY TO CITY MANAGER OR DESIGNEE TO APPROVE PLANS AND SPECIFICATIONS FOR THE DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS CITYWIDE AND TO GRANT THE GENERAL MANAGER OF BURBANK WATER AND POWER (BWP) AUTHORITY TO EXECUTE ANY ANCILLARY DOCUMENTS, INCLUDING ANY CHANGE ORDER IN THE CURRENT OR FUTURE RENEWAL CONTRACT YEARS, IN FORM AND SUBSTANCE SATISFACTORY TO THE CITY ATTORNEY'S OFFICE, NOT TO EXCEED $10M.

4. Approval of an Agreement Between the City of Burbank and the Los Angeles World Cup 2026 Host Committee to Designate Burbank as an Official Fan Zone for the FIFA World Cup 2026, and Approval of a Professional Services Agreement once Finalized in a Form Approved by the City Attorney; and to Amend the Fiscal Year 2025-26 Adopted Budget by Appropriating $175,000 in Funding

    1. Approve the Official Fan Zone Agreement between the City of Burbank and the Los Angeles World Cup 2026 Host Committee to designate the City of Burbank as an official fan zone site for the FIFA World Cup 2026, including a binding arbitration requirement, and authorize the City Manager, or designee to execute the agreement.
    2. Approve a Professional Services Agreement in the amount of $175,000 between the City of Burbank and California Beer Festival, LLC to produce and manage the FIFA Fan Zone event for the City of Burbank once finalized in a form approved by the City Attorney, with associated amendment to the Fiscal Year 2025-26 Budget.

5. Approval to Amend the Transit Operations and Maintenance Agreement with MV Public Transportation, Inc. and Approval of a Budget Amendment for Fiscal Year 2025-26

    1. Approve Amendment No. 4 to the Transit Operations and Maintenance Agreement with MV Public Transportation, Inc.; and
    2. Amend the Fiscal Year 2025-26 Adopted Budget by appropriating $336,840 Prop C Transportation funds.

Public Hearing:

1. Adoption of a Resolution Designating the House at 1515 East Alameda Avenue as a Historic Resource

    The Public Hearing was opened at 7:16 p.m. Council Member Rizzotti disclosed that he visited the site. There were no other Conflict-of-Interest disclosures. City Clerk Clark affirmed receipt of Proof of Publication; confirmed that there was a complete file of exhibits, correspondence including emails and other documents, and that no written correspondence was received.

    Council Member Perez left the dais at 7:17 p.m.

    Eduardo Rendon, Assistant Planner, Community Development Department presented the report and responded to City Council inquiries. Amanda Landry, Principal Planner, Community Development Department also responded to City Council inquiries.

    Patricia Tomaszewski, Applicant, made remarks and responded to City Council inquiries.

Public Hearing Public Comment:
Appearing to comment was: None.

Calling in to comment was: None.

The Public Hearing was closed at 7:28 p.m.

Council Action:
It was moved by Council Member Rizzotti, seconded by Vice Mayor Mullins, to:

RESOLUTION NO. 26-29,683
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK DESIGNATING THE HOUSE AT 1515 EAST ALAMEDA AVENUE AS A HISTORIC RESOURCE, PURSUANT TO BURBANK MUNICIPAL CODE SECTION 10-1-927(D).

The motion carried 4-0 with the following roll call vote: AYES: Anthony, Rizzotti, Mullins, and Takahashi. NOES: None. ABSENT: Perez.

Reports to Council:

1. Appointment to Fill One Vacancy on the Infrastructure Oversight Board for an Unexpired Term

   Kimberley Clark, City Clerk, presented the report and responded to City Council inquiries.

   The City Council Meeting recessed at 7:35 p.m. and reconvened at 7:44 p.m. with all Council Members present.

   Public Comment:
   Appearing to comment was: None.

   Council Action:
   It was approved by Council consensus to appoint Marcus Davis to the Infrastructure Oversight Board for an unexpired term ending July 31, 2027.

2. Introduction of an Ordinance Amending Article 28, Chapter 1, Title 6 of the Burbank Municipal Code regarding Electric Mobility Devices

   Jeffrey Barcus, Police Lieutenant, presented the report and responded to City Council inquiries. Christopher Buonomo, Senior Transportation Planner, Community Development Department, also responded to City Council inquiries.

   Public Comment:
   Appearing to comment was: Liz Radley.

Council Action:
It was moved by Council Member Anthony, seconded by Council Member Perez, to:

Introduce AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING ARTICLE 28, CHAPTER 1, TITLE 6 (BICYCLE PATHS, TRAILS AND BIKEWAYS; EQUESTRIAN, HIKING AND RECREATION TRAILS) OF THE BURBANK MUNICIPAL CODE TO UPDATE AND CLARIFY DEFINITIONS OF ELECTRIC MOBILITY DEVICES, RULES OF THE ROAD, ESTABLISH ENFORCEMENT, AND ESTABLISH SPECIAL RULES APPLICABLE TO THE USE OF ELECTRIC MOBILITY DEVICES ON THE MARIPOSA STREET BRIDGE.

The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins and Takahashi. NOES: None.

3. Appointment of a City Council Member to Participate in the Creative Industry Taskforce

   Mary Hamzoian, Economic Development Manager, Community Development Department, presented the report and responded to City Council inquiries.

   Public Comment: Appearing to comment was: Liz Radley.

   Council Action:
   It was moved by Council Member Anthony, seconded by Council Member Perez to appoint Vice Mayor Mullins as a representative to the Creative Industry Taskforce.

   The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins and Takahashi. NOES: None.

Council Comments:

Council Members reported out on Council committee assignments and attendance at conferences, regional meetings, and community events

Consideration of Previously Introduced Additional Agenda Items:

1. Council Member Perez's request to sponsor a vigil in San Fernando honoring individuals killed by ICE, including use of the city seal and city presence (January 27, 2026).

   It was approved by Council consensus for the City of Burbank to be listed as an official sponsor and to use the City seal for a vigil event being presented by the City of San Fernando.

Introduction of Additional Agenda Items:
In anticipation of several upcoming large-scale regional events, Mayor Takahashi requested that when staff returns with the report regarding short-term rentals, it provides options beyond a full prohibition, including the possibility of a limited number of city-authorized permitted short-term rental units that the City could potentially get Transient Occupancy Tax from.

Adjournment:
There being no further business to come before the City Council, the meeting was adjourned at 8:56 p.m. to Tuesday, February 24, 2026, for a Joint Meeting in the Council Chamber - 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Tamala Takahashi
City Clerk	Mayor

APPROVED DATE:

CITY COUNCIL REGULAR MEETING MINUTES
DARK MEETING
TUESDAY, FEBRUARY 17, 2026

A Regular Meeting of the Council of the City of Burbank was not held on the above date.

Kimberley Clark City Clerk	Tamala Takahashi Mayor

APPROVED DATE:

STAFF REPORT

POLICE DEPARTMENT

DATE: February 24, 2026

TO: Justin Hess, City Manager

FROM: Rafael Quintero, Chief of Police
Patrick Prescott, Community Development Director
BY: Jeff Barcus, Police Lieutenant
Christopher Buonomo, Senior Transportation Planner

SUBJECT: Adoption of an Ordinance Amending Article 28, Chapter 1, Title 6 of the Burbank Municipal Code regarding Electric Mobility Devices

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RECOMMENDATION

Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING ARTICLE 28, CHAPTER 1, TITLE 6 (BICYCLE PATHS, TRAILS AND BIKEWAYS; EQUESTRIAN, HIKING AND RECREATION TRAILS) OF THE BURBANK MUNICIPAL CODE TO UPDATE AND CLARIFY DEFINITIONS OF ELECTRIC MOBILITY DEVICES, RULES OF THE ROAD, ESTABLISH ENFORCEMENT, AND ESTABLISH SPECIAL RULES APPLICABLE TO THE USE OF ELECTRIC MOBILITY DEVICES ON THE MARIPOSA STREET BRIDGE.

SUMMARY

The above-entitled Ordinance was introduced at a City Council Meeting on February 10, 2026. Council Members Anthony, Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi were present.

Vote at Introduction:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.
NOES: None.
ABSENT: None.

This ordinance is now presented for adoption.

ENVIRONMENTAL REVIEW

Adoption of an Ordinance amending BMC § 6-1-2801 has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with adopting the proposed Ordinance. Implementation would involve limited costs related to signage production and installation, as well as public education efforts, to be absorbed in the Police Department's existing budget.

ATTACHMENTS

Attachment 1 – Ordinance

Eff.: ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING ARTICLE 28, CHAPTER 1, TITLE 6 (BICYCLE PATHS, TRAILS AND BIKEWAYS; EQUESTRIAN, HIKING AND RECREATION TRAILS) OF THE BURBANK MUNICIPAL CODE TO UPDATE AND CLARIFY DEFINITIONS OF ELECTRIC MOBILITY DEVICES, RULES OF THE ROAD, ESTABLISH ENFORCEMENT, AND ESTABLISH SPECIAL RULES APPLICABLE TO THE USE OF ELECTRIC MOBILITY DEVICES ON THE MARIPOSA STREET BRIDGE.

City Attorney's Synopsis:

This Ordinance clarifies the distinction between electric bicycles and electric mobility devices, enabling more effective regulation of such devices in the City. The current Burbank Municipal Code does not reflect the rapid diversification of the electric mobility device landscape and does not align with recent State legislation. The Ordinance will benefit the public health, safety, and general welfare by more clearly defining where, and by what manner, permissible devices can be ridden.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. Electric bicycles and electric mobility devices, like scooters, skateboards, and electric mopeds or motorcycles, have proliferated in recent years, diversifying the types of devices with access to the City's sidewalks, bike lanes, roads, and trails.

B. With widespread adoption of these devices, there has been increasing concern regarding the safety of riders and other users of the transportation system, especially the interaction between these devices and pedestrians.

C. While State regulation has adapted to the various new types of devices, BMC § 6-1-2801 RULES OF THE ROAD has not kept pace with the evolving mobility offerings, leaving some devices unregulated while including outdated regulation that has been pre-empted by State law.

D. This Ordinance, including any administrative amendments to Title 6 contained herein, would amend ARTICLE 28, CHAPTER 1, TITLE 6 OF THE BURBANK MUNICIPAL CODE to align with recent changes in the California Vehicle Code regarding electric bicycles and electric mobility devices, as well as add language on conduct and enforcement, and is therefore deemed not to be a project under the California Environmental Quality Act (CEQA) Guidelines pursuant to CEQA Guidelines (California Code of Regulations Title 14) under 14 Cal. Code Regs § 15378.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

1. The City Council of the City of Burbank hereby declares that the above findings are true and correct and are hereby incorporated by reference.

2. Title 6, Chapter 1, Article 28, Section 2801 of the Burbank Municipal Code is ("BMC") hereby re-stated as follows (additions are marked in red and underline):

"ARTICLE 28- BICYCLE PATHS, TRAILS AND BIKEWAYS; EQUESTRIAN, HIKING AND RECREATION TRAILS

6-1-2801: DEFINITIONS:

As used in this article, unless the context otherwise clearly indicates, the following words and terms shall mean:

1. BICYCLE: As defined in California Vehicle Code § 231.
   a) ELECTRIC BICYCLE. A bicycle equipped with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts. An electric bicycle is a bicycle, as defined in California Vehicle Code § 231.
      1) CLASS ONE ELECTRIC BICYCLE or LOW-SPEED PEDAL-ASSISTED ELECTRIC BICYCLE. A bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty (20) miles per hour.
      2) CLASS TWO ELECTRIC BICYCLE or LOW-SPEED THROTTLE-ASSISTED ELECTRIC BICYCLE. A bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of twenty (20) miles per hour.
      3) CLASS THREE ELECTRIC BICYCLE or SPEED PEDAL-ASSISTED ELECTRIC BICYCLE. A bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight (28) miles per hour and is equipped with a speedometer.

2. ELECTRIC MOBILITY DEVICE: As defined herein and includes the following devices, each as defined in the California Vehicle Code:
   a) ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE. As defined in California Vehicle Code § 313.
   b) ELECTRICALLY MOTORIZED BOARD. As defined in California Vehicle Code § 313.5.
   c) MOTORIZED SCOOTER. As defined in California Vehicle Code § 407.5.

d) POCKET BIKE. As defined in California Vehicle Code § 473(a).
e) MOTOR-DRIVEN CYCLE. As defined in California Vehicle Code § 405.
f) MOTORIZED BICYCLES OR MOPEDS. As defined in California Vehicle Code §406. Any motorized bicycle and/or moped operated in excess of the speed limits set forth in § 406 shall be deemed a vehicle pursuant to California Vehicle Code § 670.

3. OPERATOR: A person who owns, operates, and/or controls an electric mobility device, bicycle, vehicle, or any other means of propulsion.

4. PUBLIC AREA: Any outdoor area that is open to the public, whether publicly or privately owned.

5. VEHICLE: As defined in California Vehicle Code § 670.

6. UNSAFE MANNER: Operation of a device in any manner whatsoever that displays a willful or wanton disregard for the safety of other persons or property.

3. Title 6, Chapter 1, Article 28, Section 2802 of the Burbank Municipal Code is ("BMC") hereby re-stated as follows (additions are marked in red):

"6-1-2802: RULES OF THE ROAD:

A. No person shall operate any unauthorized motor vehicle or electric mobility device on any pedestrian or bicycle facility, including, but not limited to, sidewalks; bicycle paths; bicycle trails; equestrian trails; any public drainage facility, culvert, ditch, or channel any other paved public area; in or upon any public athletic field, athletic/sports court, or gymnasium; hiking or recreational trail. Electric Personal Assistive Mobility Devices, Electric Motorized Boards, and Motorized Scooters, as defined by the California Vehicle Code, are permitted on Class 1, Class 2, Class 3, and Class 4 bikeways. Motorized Bicycles are permitted on Class 2, Class 3, and Class 4 bikeways only. Electric motorized boards are permitted on sidewalks.

B. Nothing herein shall be deemed to prohibit operation of any electric bicycle upon any bicycle path, bicycle trail, bicycle lane, or any other location where a standard bicycle is permitted.

C. No person under the age of sixteen (16) shall operate a Class 3 electric bicycle, per California Vehicle Code § 21213.

D. No Person shall ride a bicycle, skateboard, scooter, or any other self-propelled or electric mobility device within a City-owned public parking lot, parking structure, public athletic field, athletic/sports court, gymnasium, or any other area designated by the City wherever signs are posted giving notice thereof.

E. No Person shall ride a bicycle, skateboard, sidewalk, or any other self-propelled or electric mobility device on the sidewalk in the Downtown District, defined as all sidewalks, streets or easements maintained by the City within the quadrant which is encompassed by and includes First Street to Third Street and Magnolia Boulevard to Verdugo Avenue.

F. Any person operating a bicycle or device on the sidewalk outside of the Downtown District shall yield the right-of-way to any pedestrian, and when overtaking and passing a pedestrian, shall give an audible signal and shall pass to the left of the pedestrian only under conditions permitting such movement in safety.

G. No person shall ride a bicycle, electric bicycle, moped, motorized scooter, or any other electric mobility device, in an unsafe manner in any public area.

H. The operator of an electric mobility device shall exercise all due care and shall reduce the speed of the device, obey all traffic control devices, and take all other actions relating to the operation of the device as necessary to protect the safety of the operator, passengers, and any persons or other vehicles or devices in the vicinity.

I. No person shall operate a bicycle, electric bicycle, or electric mobility device faster than the posted speed limit in any public area.

J. No person shall operate a bicycle, electric bicycle, or electric mobility device on an equestrian path, defined as dirt, gravel, or decomposed granite paths between Alameda Avenue and the Los Angeles River.

K. Any person operating a bicycle or electric mobility device under the age of eighteen (18) shall wear a helmet, per California Vehicle Code § 21212, and any person who operates or rides upon a Class 3 electric bicycle shall wear a helmet regardless of age, per California Vehicle Code § 21213(b).

L. No person shall transport a passenger on an electric mobility device designed for a single person.

M. No person operating an electric mobility device shall cling or attach to any moving vehicle, or other moving motorized or non-motorized wheeled device.

N. Electric mobility device, electric bicycle, and bicycle operators who are under the age of sixteen (16) shall not ride "double" or "tandem," or otherwise transport any other person, regardless of the device's capacity or ability to do so.

O. Electric mobility device operators shall allow the inspection of such device while in any public area, upon request by any police officer to determine if the rider is legally allowed to operate the device, and/or when an officer has a reasonable suspicion that the device has been unlawfully modified, or otherwise as authorized by law.

P. No person shall operate a bicycle on a roadway, bicycle lane, bicycle path, bicycle trail or bikeway unless it is equipped with required features per California Vehicle Code § 21201.

Q. Nothing in this section shall preclude any person who, due to physical disability, is operating a self-propelled wheelchair, invalid tricycle, or motorized quadricycle from operating such device in any area open to pedestrians, per California Vehicle Code § 415.

4. Title 6, Chapter 1, Article 28, Section 2803 of the Burbank Municipal Code is ("BMC") hereby established as follows:

"6-1-2803: ENFORCEMENT:

A. This chapter does not prohibit any officer, in their discretion, from issuing a citation whereby the violator promises to appear in court for any violation of this chapter or the California Vehicle Code A violation of this section pursuant to the California Vehicle Code shall be punishable by imprisonment in the county jail for up to six months, a fine not exceeding $1,000, or both.

B. In the event an observed violation is not a violation of the California Vehicle Code, but is a violation of this chapter, an administrative citation may be issued pursuant to Chapter One of this code. The amount of administrative fines imposed for violations of this chapter are as follows:
   a) First offense is one hundred twenty-five dollars ($125).
   b) Second offense within twelve (12) months is two hundred fifty dollars ($250).
   c) Third and subsequent offenses within twelve (12) months is five hundred dollars ($500).

C. In the event the operator of the electric mobility device is a juvenile, officers will make every effort to contact the parent(s) or responsible guardian(s) of the operator and advise them of the nature of the violation. This shall occur at the time of the stop or as soon as practical.

D. In lieu of a fine or administrative citation as authorized by this chapter and in lieu of filing charges in any court having jurisdiction over a violation, the Police Chief or designee may allow a juvenile violator and parents of the juvenile violator to complete a Police Department diversion safety program, if available, at their expense, as assigned by the Police Department designee.

E. Each parent or legal guardian having custody and control of a minor who is issued an administrative citation for violation of this chapter shall be jointly and severally liable with such minor for payment of the administrative fine.

5. Title 6, Chapter 1, Article 28, Section 2804 of the Burbank Municipal Code is ("BMC") hereby established as follows

"6-1-2804: EXEMPTIONS:

A. Notwithstanding any other provision of this chapter or any other section of this code, city personnel may operate electric mobility devices or other vehicles at any place in the city to perform their duties.

B. This chapter does not apply to or otherwise restrict persons with mobility disabilities utilizing a wheelchair or other power-driven mobility device in accordance with the Americans with Disabilities Act (42 U.S.C. §§ 12101, et seq.) and § 36.311 of Title 28 of the Code of Federal Regulations.

6. Title 6, Chapter 1, Article 28, Section 2805 of the Burbank Municipal Code is ("BMC") hereby established as follows (additions are marked in red and underline):

"6-1-2805: SPECIAL RULES APPLICABLE TO THE USE OF THE MARIPOSA STREET BRIDGE

In addition to the Rules of the Road, as set forth in 6-1-2803 which are incorporated herein by this reference, the following special rules for the Mariposa Street Bridge (Bridge) are as follows:

1. Every equestrian rider shall proceed over the Bridge in a safe, slow manner, and shall cause the horse to be in a walking gait while on the Bridge.
2. No person shall ride, walk or carry a bicycle, electric bicycle, or electric mobility device on the Bridge.
3. Pedestrians are allowed to use the Bridge.

The Public Works Director is authorized to place and maintain adequate signage, and/or markings to inform equestrians, cyclists and pedestrians of these rules. [Added by Ord. No. 16-3,875, eff. 3/25/16.]

7. Title 6, Chapter 1, Article 28, Section 802 of the Burbank Municipal Code is ("BMC") hereby removed and incorporated into Title 6, Chapter 1, Article 28, Section 2802 as follows:

E. No Person shall ride a bicycle, skateboard, scooter, or any other self-propelled or electric mobility device on the sidewalk in the Downtown District, defined as all sidewalks, streets or easements maintained by the

City within the quadrant which is encompassed by and includes First Street to Third Street and Magnolia Boulevard to Verdugo Avenue.

8. This Ordinance and any amendments to Title 6 contained herein, is considered exempt from California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs § 15378 because this Ordinance is not considered a project.

9. If any subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The Burbank City Council declares that it would have adopted this Chapter, each and every section, and each and every subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would substantially be declared invalid or unconstitutional.

10. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

11. The City Manager or their designee is authorized to execute any action necessary to codify these amendments into the BMC.

12. The City Clerk will certify to the passage of this Ordinance and cause the City Attorney's Synopsis of this Ordinance to be published once in a newspaper of general circulation within 14 days of adoption, that is published and circulated in the City of Burbank, California.

PASSED AND ADOPTED this _____ day of _____ , 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Jina Oh
Chief Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. _____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following the ordinance's adoption on _____.

_____
Kimberley Clark, City Clerk

MEMORANDUM

POLICE DEPARTMENT

DATE: February 20, 2026

TO: Justin Hess, City Manager

FROM: Rafael Quintero, Chief of Police
BY: Viviana Garzon, Police Administrator

SUBJECT: February 24, 2026 City Council Meeting Consent Agenda Item No. 2 – Adoption of an Ordinance Amending Article 28, Chapter 1, Title 6 of the Burbank Municipal Code regarding Electric Mobility Devices

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Attachment 1 of this agenda item has been updated as follows:

- Removed the text "(additions are marked in red and underline)" from page 1 and page 6.
- Corrected the first mention of the word "sidewalk" in the first sentence of Article E under 6-1-2802: RULES OF THE ROAD (page 4) by replacing "sidewalk" with "scooter."

ATTACHMENT
Updated Attachment 1 – Ordinance

ATTACHMENT 1

Eff.: ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING ARTICLE 28, CHAPTER 1, TITLE 6 (BICYCLE PATHS, TRAILS AND BIKEWAYS; EQUESTRIAN, HIKING AND RECREATION TRAILS) OF THE BURBANK MUNICIPAL CODE TO UPDATE AND CLARIFY DEFINITIONS OF ELECTRIC MOBILITY DEVICES, RULES OF THE ROAD, ESTABLISH ENFORCEMENT, AND ESTABLISH SPECIAL RULES APPLICABLE TO THE USE OF ELECTRIC MOBILITY DEVICES ON THE MARIPOSA STREET BRIDGE.

City Attorney's Synopsis:

This Ordinance clarifies the distinction between electric bicycles and electric mobility devices, enabling more effective regulation of such devices in the City. The current Burbank Municipal Code does not reflect the rapid diversification of the electric mobility device landscape and does not align with recent State legislation. The Ordinance will benefit the public health, safety, and general welfare by more clearly defining where, and by what manner, permissible devices can be ridden.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. Electric bicycles and electric mobility devices, like scooters, skateboards, and electric mopeds or motorcycles, have proliferated in recent years, diversifying the types of devices with access to the City's sidewalks, bike lanes, roads, and trails.

B. With widespread adoption of these devices, there has been increasing concern regarding the safety of riders and other users of the transportation system, especially the interaction between these devices and pedestrians.

C. While State regulation has adapted to the various new types of devices, BMC § 6-1-2801 RULES OF THE ROAD has not kept pace with the evolving mobility offerings, leaving some devices unregulated while including outdated regulation that has been pre-empted by State law.

D. This Ordinance, including any administrative amendments to Title 6 contained herein, would amend ARTICLE 28, CHAPTER 1, TITLE 6 OF THE BURBANK MUNICIPAL CODE to align with recent changes in the California Vehicle Code regarding electric bicycles and electric mobility devices, as well as add language on conduct and enforcement, and is therefore deemed not to be a project under the California Environmental Quality Act (CEQA) Guidelines pursuant to CEQA Guidelines (California Code of Regulations Title 14) under 14 Cal. Code Regs § 15378.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

1. The City Council of the City of Burbank hereby declares that the above findings are true and correct and are hereby incorporated by reference.

2. Title 6, Chapter 1, Article 28, Section 2801 of the Burbank Municipal Code is ("BMC") hereby re-stated as follows:

"ARTICLE 28- BICYCLE PATHS, TRAILS AND BIKEWAYS; EQUESTRIAN, HIKING AND RECREATION TRAILS

6-1-2801: DEFINITIONS:

As used in this article, unless the context otherwise clearly indicates, the following words and terms shall mean:

1. BICYCLE: As defined in California Vehicle Code § 231.
   a) ELECTRIC BICYCLE. A bicycle equipped with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts. An electric bicycle is a bicycle, as defined in California Vehicle Code § 231.
      1) CLASS ONE ELECTRIC BICYCLE or LOW-SPEED PEDAL-ASSISTED ELECTRIC BICYCLE. A bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty (20) miles per hour.
      2) CLASS TWO ELECTRIC BICYCLE or LOW-SPEED THROTTLE-ASSISTED ELECTRIC BICYCLE. A bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of twenty (20) miles per hour.
      3) CLASS THREE ELECTRIC BICYCLE or SPEED PEDAL-ASSISTED ELECTRIC BICYCLE. A bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight (28) miles per hour and is equipped with a speedometer.

2. ELECTRIC MOBILITY DEVICE: As defined herein and includes the following devices, each as defined in the California Vehicle Code:
   a) ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE. As defined in California Vehicle Code § 313.
   b) ELECTRICALLY MOTORIZED BOARD. As defined in California Vehicle Code § 313.5.
   c) MOTORIZED SCOOTER. As defined in California Vehicle Code § 407.5.

d) POCKET BIKE. As defined in California Vehicle Code § 473(a).
e) MOTOR-DRIVEN CYCLE. As defined in California Vehicle Code § 405.
f) MOTORIZED BICYCLES OR MOPEDS. As defined in California Vehicle Code §406. Any motorized bicycle and/or moped operated in excess of the speed limits set forth in § 406 shall be deemed a vehicle pursuant to California Vehicle Code § 670.

3. OPERATOR: A person who owns, operates, and/or controls an electric mobility device, bicycle, vehicle, or any other means of propulsion.

4. PUBLIC AREA: Any outdoor area that is open to the public, whether publicly or privately owned.

5. VEHICLE: As defined in California Vehicle Code § 670.

6. UNSAFE MANNER: Operation of a device in any manner whatsoever that displays a willful or wanton disregard for the safety of other persons or property.

3. Title 6, Chapter 1, Article 28, Section 2802 of the Burbank Municipal Code is ("BMC") hereby re-stated as follows (additions are marked in red):

"6-1-2802: RULES OF THE ROAD:

A. No person shall operate any unauthorized motor vehicle or electric mobility device on any pedestrian or bicycle facility, including, but not limited to, sidewalks; bicycle paths; bicycle trails; equestrian trails; any public drainage facility, culvert, ditch, or channel any other paved public area; in or upon any public athletic field, athletic/sports court, or gymnasium; hiking or recreational trail. Electric Personal Assistive Mobility Devices, Electric Motorized Boards, and Motorized Scooters, as defined by the California Vehicle Code, are permitted on Class 1, Class 2, Class 3, and Class 4 bikeways. Motorized Bicycles are permitted on Class 2, Class 3, and Class 4 bikeways only. Electric motorized boards are permitted on sidewalks.

B. Nothing herein shall be deemed to prohibit operation of any electric bicycle upon any bicycle path, bicycle trail, bicycle lane, or any other location where a standard bicycle is permitted.

C. No person under the age of sixteen (16) shall operate a Class 3 electric bicycle, per California Vehicle Code § 21213.

D. No Person shall ride a bicycle, skateboard, scooter, or any other self-propelled or electric mobility device within a City-owned public parking lot, parking structure, public athletic field, athletic/sports court, gymnasium, or any other area designated by the City wherever signs are posted giving notice thereof.

E. No Person shall ride a bicycle, skateboard, scooter, or any other self-propelled or electric mobility device on the sidewalk in the Downtown District, defined as all sidewalks, streets or easements maintained by the City within the quadrant which is encompassed by and includes First Street to Third Street and Magnolia Boulevard to Verdugo Avenue.

F. Any person operating a bicycle or device on the sidewalk outside of the Downtown District shall yield the right-of-way to any pedestrian, and when overtaking and passing a pedestrian, shall give an audible signal and shall pass to the left of the pedestrian only under conditions permitting such movement in safety.

G. No person shall ride a bicycle, electric bicycle, moped, motorized scooter, or any other electric mobility device, in an unsafe manner in any public area.

H. The operator of an electric mobility device shall exercise all due care and shall reduce the speed of the device, obey all traffic control devices, and take all other actions relating to the operation of the device as necessary to protect the safety of the operator, passengers, and any persons or other vehicles or devices in the vicinity.

I. No person shall operate a bicycle, electric bicycle, or electric mobility device faster than the posted speed limit in any public area.

J. No person shall operate a bicycle, electric bicycle, or electric mobility device on an equestrian path, defined as dirt, gravel, or decomposed granite paths between Alameda Avenue and the Los Angeles River.

K. Any person operating a bicycle or electric mobility device under the age of eighteen (18) shall wear a helmet, per California Vehicle Code § 21212, and any person who operates or rides upon a Class 3 electric bicycle shall wear a helmet regardless of age, per California Vehicle Code § 21213(b).

L. No person shall transport a passenger on an electric mobility device designed for a single person.

M. No person operating an electric mobility device shall cling or attach to any moving vehicle, or other moving motorized or non-motorized wheeled device.

N. Electric mobility device, electric bicycle, and bicycle operators who are under the age of sixteen (16) shall not ride "double" or "tandem," or otherwise transport any other person, regardless of the device's capacity or ability to do so.

O. Electric mobility device operators shall allow the inspection of such device while in any public area, upon request by any police officer to determine if the rider is legally allowed to operate the device, and/or when an officer has a reasonable suspicion that the device has been unlawfully modified, or otherwise as authorized by law.

P. No person shall operate a bicycle on a roadway, bicycle lane, bicycle path, bicycle trail or bikeway unless it is equipped with required features per California Vehicle Code § 21201.

Q. Nothing in this section shall preclude any person who, due to physical disability, is operating a self-propelled wheelchair, invalid tricycle, or motorized quadricycle from operating such device in any area open to pedestrians, per California Vehicle Code § 415.

4. Title 6, Chapter 1, Article 28, Section 2803 of the Burbank Municipal Code is ("BMC") hereby established as follows:

"6-1-2803: ENFORCEMENT:

A. This chapter does not prohibit any officer, in their discretion, from issuing a citation whereby the violator promises to appear in court for any violation of this chapter or the California Vehicle Code A violation of this section pursuant to the California Vehicle Code shall be punishable by imprisonment in the county jail for up to six months, a fine not exceeding $1,000, or both.

B. In the event an observed violation is not a violation of the California Vehicle Code, but is a violation of this chapter, an administrative citation may be issued pursuant to Chapter One of this code. The amount of administrative fines imposed for violations of this chapter are as follows:
   a) First offense is one hundred twenty-five dollars ($125).
   b) Second offense within twelve (12) months is two hundred fifty dollars ($250).
   c) Third and subsequent offenses within twelve (12) months is five hundred dollars ($500).

C. In the event the operator of the electric mobility device is a juvenile, officers will make every effort to contact the parent(s) or responsible guardian(s) of the operator and advise them of the nature of the violation. This shall occur at the time of the stop or as soon as practical.

D. In lieu of a fine or administrative citation as authorized by this chapter and in lieu of filing charges in any court having jurisdiction over a violation, the Police Chief or designee may allow a juvenile violator and parents of the juvenile violator to complete a Police Department diversion safety program, if available, at their expense, as assigned by the Police Department designee.

E. Each parent or legal guardian having custody and control of a minor who is issued an administrative citation for violation of this chapter shall be jointly and severally liable with such minor for payment of the administrative fine.

5. Title 6, Chapter 1, Article 28, Section 2804 of the Burbank Municipal Code is ("BMC") hereby established as follows

"6-1-2804: EXEMPTIONS:

A. Notwithstanding any other provision of this chapter or any other section of this code, city personnel may operate electric mobility devices or other vehicles at any place in the city to perform their duties.

B. This chapter does not apply to or otherwise restrict persons with mobility disabilities utilizing a wheelchair or other power-driven mobility device in accordance with the Americans with Disabilities Act (42 U.S.C. §§ 12101, et seq.) and § 36.311 of Title 28 of the Code of Federal Regulations.

6. Title 6, Chapter 1, Article 28, Section 2805 of the Burbank Municipal Code is ("BMC") hereby established as follows:

"6-1-2805: SPECIAL RULES APPLICABLE TO THE USE OF THE MARIPOSA STREET BRIDGE

In addition to the Rules of the Road, as set forth in 6-1-2803 which are incorporated herein by this reference, the following special rules for the Mariposa Street Bridge (Bridge) are as follows:

1. Every equestrian rider shall proceed over the Bridge in a safe, slow manner, and shall cause the horse to be in a walking gait while on the Bridge.
2. No person shall ride, walk or carry a bicycle, electric bicycle, or electric mobility device on the Bridge.
3. Pedestrians are allowed to use the Bridge.

The Public Works Director is authorized to place and maintain adequate signage, and/or markings to inform equestrians, cyclists and pedestrians of these rules. [Added by Ord. No. 16-3,875, eff. 3/25/16.]

7. Title 6, Chapter 1, Article 28, Section 802 of the Burbank Municipal Code is ("BMC") hereby removed and incorporated into Title 6, Chapter 1, Article 28, Section 2802 as follows:

E. No Person shall ride a bicycle, skateboard, scooter, or any other self-propelled or electric mobility device on the sidewalk in the Downtown District, defined as all sidewalks, streets or easements maintained by the

City within the quadrant which is encompassed by and includes First Street to Third Street and Magnolia Boulevard to Verdugo Avenue.

8. This Ordinance and any amendments to Title 6 contained herein, is considered exempt from California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs § 15378 because this Ordinance is not considered a project.

9. If any subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The Burbank City Council declares that it would have adopted this Chapter, each and every section, and each and every subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would substantially be declared invalid or unconstitutional.

10. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

11. The City Manager or their designee is authorized to execute any action necessary to codify these amendments into the BMC.

12. The City Clerk will certify to the passage of this Ordinance and cause the City Attorney's Synopsis of this Ordinance to be published once in a newspaper of general circulation within 14 days of adoption, that is published and circulated in the City of Burbank, California.

PASSED AND ADOPTED this _____ day of _____ , 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Jina Oh
Chief Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. _____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following the ordinance's adoption on _____.

_____
Kimberley Clark, City Clerk

STAFF REPORT

MANAGEMENT SERVICES

DATE: February 24, 2026

TO: Justin Hess, City Manager

FROM: Betsy McClinton, Management Services Director
BY: Melanie O'Brien, Administrative Analyst II

SUBJECT: Adoption of a Resolution Amending and Restating the Compensation Plan for Unrepresented Mid-Management Employees

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING AND RESTATING THE COMPENSATION PLAN FOR UNREPRESENTED MID-MANAGEMENT EMPLOYEES (Attachment 1).

BACKGROUND

The Unrepresented Mid-Manager population consists of 93 employees out of approximately 1,500 employees citywide. Unrepresented Mid-Management employees hold various titles including Police Captains, Assistant Department Directors, Deputy Directors, and other titles that report directly to a Department Manager or are involved with confidential matters. The proposed changes to this resolution only affect Unrepresented Mid-Management Police Captains.

Currently, upon separation from the City, 50% of all accrued leave is deposited into a Retiree Health Savings (RHS) Plan for Unrepresented Mid-Management employees. For Police Captains, while all other accrued leave is deposited into the RHS, sick leave is excluded from the RHS and instead deposited into a Voluntary Employees Beneficiary Association (VEBA) - Health Reimbursement Account (HRA). Both the RHS and VEBA HRA have similar purposes and can be used to pay for qualifying healthcare costs and premiums for the individual, spouse, and eligible dependents upon separation or retirement from the city.

The Burbank Police Officers' Association (BPOA) has a VEBA HRA benefit at time of separation, but not an option for an RHS.

DISCUSSION

To create consistency between the BPOA represented titles and Unrepresented Mid-Management Police Captains, staff is requesting to amend the benefits for Police Captains, specifically related to the types of leaves deposited into the VEBA HRA at time of separation. In addition to sick leave being deposited into a VEBA HRA, this amendment would require that 50% of all other accrued leave also be deposited into a VEBA HRA, instead of an RHS, at time of separation for Police Captains. This change would eliminate the RHS option for Unrepresented Mid-Management Police Captains, thereby reducing the number of benefit plans they would need to manage upon separation from the City.

This update will contribute to the City's ongoing retention efforts by creating consistency with benefits as BPOA members promote into Police Captain roles. This update also creates administrative efficiencies by reducing the number of benefits plans that staff administer and that employees manage once they separate from the City.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and such as, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs §15378.

FISCAL IMPACT

This request is cost neutral and there is no fiscal impact to the General Fund.

CONCLUSION

Staff recommends that Council adopt the resolution amending and restating the compensation plan for Unrepresented Mid-Management employees.

ATTACHMENT

Attachment 1 – Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING AND RESTATING THE COMPENSATION PLAN FOR UNREPRESENTED MID-MANAGEMENT EMPLOYEES

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The following Compensation Plan is established for Unrepresented Mid Managers.

A. SALARIES

Effective June 22 2025, the salary and salary ranges for all Unrepresented Mid Management titles and incumbents shall be adjusted as specified in Column 3 of the attached Exhibit “A”.

Effective the pay period containing July 1, 2026, the salary and salary ranges for all Unrepresented Mid Management titles and incumbents shall be adjusted as specified in Column 5 of the attached Exhibit “A”.

Any further placement and movement within the salary range shall be determined by the effective Department Manager[1].

B. TOTAL COMPENSATION

Total compensation may be reviewed and adjusted as necessary on a case-by-case basis by the affected employees’ Department Manager, after consultation with Management Services and with City Manager approval, to correct for inequities relative to market salary surveys; correct internal inequities; address recruitment and retention issues; and compensate for new and/or increased services and/or duties.

C. EMPLOYEE ANNUAL EVALUATIONS

Each employee holding a position in classifications listed in Exhibit "A" shall be periodically evaluated, at least annually on the anniversary of the employee’s initial appointment or promotion into any classification listed in Exhibit “A”, unless otherwise approved by the City Manager, using performance evaluation forms approved by the City Manager or their designee. Such evaluation shall be conducted and approved by the Department Manager in which the employee is assigned. For purposes of this Resolution, the "Department Manager" shall also include the City Manager, City Attorney, City Treasurer, and City Clerk.

[1] Department Manager means Assistant City Manager, Chief Information Officer, Community Development Director, Deputy City Manager, Deputy City Manager-Public Works & Capital Projects, Financial Services Director, Fire Chief, General Manager-BWP, Library Services Director, Management Services Director, Parks and Recreation Director, Police Chief, Public Works Director, as well as the City Clerk, City Treasurer, and City Attorney.

D. MOVEMENT WITHIN THE SALARY RANGE

Salary increases should generally be given in conjunction with the annual performance evaluation described in Section C above, unless otherwise approved by the City Manager. However, at the Department Manager's discretion, salary increases not in conjunction with the annual performance evaluation may be granted if a performance evaluation was completed within the last twelve months of the date of the salary increase. In no case will an employee be given more than a 10% increase within a fiscal year, unless approved by the City Manager. The provisions of Sections 2-1-701 through 2-1-705, inclusive, of the Burbank Municipal Code, shall not be applicable to employees holding positions in the classifications listed in Exhibit "A".

A Department Manager may reduce the monthly salary of an employee in a classification listed in Exhibit "A" by up to 5% during any fiscal year on the basis of a less than satisfactory performance evaluation. Any action by a Department Manager with regard to an increase or decrease in salary, or refusal to grant any increase or decrease in salary, pursuant to the provisions of this Resolution, shall not be considered a grievable action and shall not be subject to the Grievance Procedure established in Administrative Procedure No. II-4. Any employee (except for Police Captains who are governed by the provisions of Government Code §§3300-3312 (Public Safety Officers Procedural Bill of Rights)) may, within five days of receipt of their copy of a performance evaluation calling for a reduction in pay, request an informal meeting before the City Manager or their designee and present evidence as to why the reduction in pay should not occur. Testimony and cross-examination of witnesses, other than the employee, shall not be allowed at the informal meeting. The decision of the City Manager or their designee shall be final.

E. HIRING

No person shall be hired in a position in a classification listed in Exhibit "A" at a salary more than 15% above the bottom of the salary range without the written approval of the City Manager.

F. PROMOTION

When an employee is promoted into a position in a classification listed in Exhibit "A", the employee shall be placed at a salary at least 5% higher than the salary such employee received at such employee's previous position. At the Department Manager's discretion, an employee may be placed at a salary not to exceed 10% higher than the salary such employee received at such employee's previous position, unless otherwise approved by the City Manager. This advance placement may be based on performance, supervisory-subordinate salary relationship, and/or seniority. At no time shall an employee be placed below the

bottom of the salary range for the position to which they are promoted. The next salary increase consideration shall be one year from the date of promotion.

G. POLICE CAPTAINS

1. **Peace Officer Standards and Training (POST).** Police Captains shall receive POST pay and be paid the following percentages of the top of the Police Captain salary range:

Intermediate POST certificate:	6%
Advanced POST certificate:	10%
Supervisory POST certificate:	10%
Management POST certificate:	16%

2. **Education Incentive.** Effective June 22, 2025, Police Captains possessing a post-secondary degree issued from an educational institution that is accredited by an agency recognized by the U.S. Department of Education shall be paid the following:

Associate's degree:	$192/month
Bachelor's degree:	$400/month
Master's degree:	$565/month

3. **Shooting Pay.** Police Captains shall receive shooting pay equivalent to the Burbank Police Officers' Association (BPOA) classifications.

4. **Probationary Period.** Police Captains shall serve a probationary period of one year. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their new position, and for rejecting any probationary employee whose performance does not meet the required standards of work. When the Police Chief reasonably concludes that extension of the employee's probationary period will improve the performance of the employee they may recommend, in writing, that the City Manager extend the employee's probationary period for up to six (6) months in two-month increments. The City Manager shall have exclusive authority over any such extension. In the event the probationary period is extended, the affected employee shall have an opportunity to discuss the extension with the Police Chief. A probationary appointment may be terminated without cause or right of appeal at any time during the probationary period. An employee rejected during the probationary period for Police Captain, shall be reinstated to the position from which they were promoted, unless charges are filed and they are discharged as provided under the Civil Service Rules.

5. **Disability Insurance Allowance.** Police Captains shall receive the difference in the amount of the premium for the City-wide disability insurance plan and the amount of the premium for the BPOA disability insurance plan. The Management Services Director will be responsible for calculating the difference and establish the increased amount for Police Captains.

6. **Voluntary Employees' Beneficiary Association (VEBA).** Effective July 12, 2016, Police Captains shall participate in a VEBA under the same provisions as BPOA. In addition, the City will also make contributions to each active employee's individual VEBA account at the same rate that is contributed to BPOA represented employee accounts.

   The Cafeteria Plan benefit for Police Captains will be reduced by the percent contribution towards VEBA (see Section 6 above) of their base salary to offset the cost of the City's contribution to an individual VEBA account, in the name of the said employee.

   In addition, effective February 24, 2026, Police Captains shall contribute the following percentages of their accrued leaves to VEBA at time of separation:

Vacation Leave:	50% of eligible payout
In-Lieu Leave:	50% of eligible payout
Floating Holiday:	50% of eligible payout
Universal Leave:	50% of eligible payout
Management Leave:	50% of eligible payout
Personal Leave:	50% of eligible payout

7. **Uniform Allowance.** Effective June 22, 2025, Police Captains will receive $1,250 per year uniform allowance. This uniform allowance will transition from biannual payments to biweekly payments, as follows:
   a. On the pay date of November 20, 2025, Police Captains will receive a final lump-sum payment of $625, covering the period from May 11, 2025, through November 8, 2025.
   b. Beginning November 9, 2025, the uniform allowance will be paid biweekly in the amount of $48.46 per pay period.

8. **Deputy Police Chief Differential.** Any Police Captain serving in the capacity of Deputy Police Chief shall receive a differential pay of 12% of base salary. The Deputy Police Chief assignment is intended to be a non-rotating assignment. However, appointment to and removal from the assignment will be at the sole discretion of the Police Chief.

H. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) CONTRIBUTION

1. The City of Burbank contracts with the CalPERS for a defined benefit pension plan. Each Unrepresented Mid Manager will be enrolled as a member of CalPERS on the date they first become eligible. CalPERS classifies each member as either Classic or New.

2. The City's contracted CalPERS retirement formula for Miscellaneous employees who are classified as Classic members is 2.5% at age 55. Based on the Public Employees' Pension Reform Act (PEPRA) effective January 1, 2013, Miscellaneous employees who are classified as New members have a CalPERS retirement formula that is 2% at age 62.

3. Police Captains who are classified as Classic CalPERS members have a retirement formula that is 3% at age 50. Based on PEPRA, Police Captains who are classified as New CalPERS members have a retirement formula that is 2.7% at age 57.

4. Unrepresented Mid Managers, except Police Captains, who are Classic CalPERS members, and who were not paying the full 8% CalPERS member contribution, began to do so effective August 17, 2014. Police Captains who were Classic CalPERS members began to pay the full 9% CalPERS member contribution effective the same date. Unrepresented Mid Managers who were already paying the full 8% CalPERS member contribution will continue to do so. New CalPERS members will continue to pay for half of the pension's normal cost as required by PEPRA.

5. **Cost Sharing.** Pursuant to the CalPERS contract amendment, which was effective February 7, 2021, Unrepresented Mid Managers who are CalPERS Classic Members shall contribute an amount equal to the percentage listed below of compensation earnable towards the employer CalPERS contribution, which is separate from, and in addition to the 8% or 9% required CalPERS member contribution described in Section 1.H.4. of this resolution, for a total contribution as shown below.

Column 1	Column 2	Column 3	Column 4
Employee Type	Current Contribution	Cost Share	Total Contribution
Classic Miscellaneous	8%	1.14%	9.14%
Classic Fire Safety (None)	9%	3.70%	12.70%
Classic Police Safety (Police Captain)	9%	6.93%	15.93%

6. Employer Paid Member Contributions (EPMC) are defined as contributions designated as employee contributions that are paid by the City of Burbank to CalPERS. Effective August 17, 2014, the City of Burbank shall no longer contribute EPMC to CalPERS on behalf of Unrepresented Mid Managers.

I. UNIVERSAL LEAVE

1. Unrepresented Mid Managers shall only accrue Universal Leave (consolidation of sick, vacation, floating holiday, and management leave). All leave balances earned prior to becoming an Unrepresented Mid Manager shall remain on the books under existing cash-out policies. However, employees may elect to convert their existing leave balances, up to a maximum of 1200 hours, to Universal Leave within 30 days after being promoted to a classification listed in Exhibit "A". Sick leave may be part of this conversion. However, sick leave will be converted at a 50% value after all vacation, floating holiday, and management leave balances have been exhausted.

2. Employees will accrue Universal Leave at the following rates:

   0 - 5 years: 7.462 hours per pay period
   5 - 14 years: 9.000 hours per pay period
   15 - 29 years: 10.729 hours per pay period
   30+ years: 11.459 hours per pay period

3. At the discretion of the Department Manager, an additional 40 hours of leave may be authorized in a calendar year. On an employee's 5th and 15th anniversary date, a one-time (lump sum) leave of 40 hours is accrued. Only those employees in a paid status shall accrue this lump sum leave time. This anniversary leave time shall be prorated on an annual basis whenever an employee goes on unpaid leave status or returns from unpaid leave status.

4. Each employee shall be allowed to accrue a maximum of 1200 hours of Universal Leave at any time. If an employee's accrued balance exceeds 1200 hours, they will stop accruing until such time as their balance falls below the 1200 hours.

5. With the approval of the Department Manager, employees may cash out, at 100% current value, up to 500 hours of Universal Leave at any time during the fiscal year as long as their total combined leave balances do not fall below 160 hours after cash out and they have used ten (10) days of said leave in the last twelve (12) months. The 12-month prior will be calculated using the rolling backward method. Sick leave usage does not count toward the calculation of days/hours used for the purpose of annual cash out.

6. Should an employee terminate their service with the City, their Universal Leave balance will have 100% cash out value and will be paid out in accordance with Section W below. Upon the death of an active employee all accrued leave shall be paid to the beneficiary at 100% cash out value.

7. **Annual Sick Leave/Universal Leave Conversion.** On January 1 of each year, any Unrepresented Mid Manager may convert not more than thirty (30)

hours of accumulated sick leave at 50% cash value or Universal Leave at 100% cash value for the sole purpose of reimbursing the employee for medical costs accrued during the prior calendar year not otherwise paid for by the City's medical insurance. This conversion is subject to the following:

a. Only employees who have served a minimum of two (2) full-time continuous years of service shall be eligible.

b. Reimbursement shall be made only for covered medical and hospital costs not otherwise paid by the City's medical insurance plan which are incurred by the employee and any of their dependents covered by the City's medical insurance program. Reimbursement shall not be made for any category of medical, hospital, or dental costs not eligible for coverage by the City's medical insurance plan.

c. An employee is not eligible for this conversion policy if their total accumulated leave hours would drop below 96 hours as of January 1 of each year, after the conversion is processed.

d. An employee's request for reimbursement shall be made during the month of January.

8. **Time Bank Donations for Illness/Injury.** Any leave types may be donated, except sick leave, to an established Employee Assistance or Catastrophic Illness/Injury time bank pursuant to rules and procedures established in Administrative Procedures II-29 regarding Voluntary Time Bank for Catastrophic Illness/Injury and II-49 regarding Employee Assistance Time Bank. Donated hours do not count toward the calculation of days/hours used for the purpose of annual cash out in Section I.5. above and do not count toward the 500 hours cash out limit.

J. HOLIDAY AND BEREAVEMENT LEAVE

1. Holiday shall be as follows:
   January 1st known as "New Year's Day"
   Third Monday in January known as "Martin Luther King Jr. Day"
   Third Monday in February known as "Presidents' Day"
   March 31st, known as "Dolores Huerta Day"
   Last Monday in May known as "Memorial Day"
   June 19th, known as "Juneteenth National Independence Day"
   July 4th known as "Independence Day"
   First Monday in September known as "Labor Day"
   November 11th known as "Veterans Day"
   Fourth Thursday in November known as "Thanksgiving Day"
   Friday following "Thanksgiving Day"

December 25th known as "Christmas Day"

2. An employee shall be entitled to take up to five days of bereavement leave in the event of the death of a member of the employee's immediate family, provided a written leave request is filed. Pay shall be authorized for all or any portion not to exceed three (3) days. The additional two days of bereavement leave may be taken as authorized unpaid leave or the employee may use their own accrued leave. Any absence in excess of five (5) days shall be in accordance with the existing provisions. For purpose of this Bereavement Leave policy, the term “member of the immediate family" is limited to: any relative by blood or marriage who is a member of the employee's household, spouse, registered domestic partner, children, step-children, son/daughter-in-law, parents, step-parents, father/mother-in-law, brother, sister, sister/brother-in-law, grandchildren, great grandchildren, grandparents, great grandparents, grandparents-in-law, or responsible guardian or person who has acted in that capacity, regardless of place of residence.

K. MILITARY LEAVE

Until such time as the City Manager adopts an Administrative Procedure relating to salary and insurance assistance for City employees involuntarily called to active military duty in the armed forces, such Unrepresented Mid Managers shall be compensated as provided for in this resolution.

1. An employee may be absent on military leave as authorized in §395 through §395.8 of the Military and Veterans Code of California. The employee shall furnish to the Department Manager satisfactory proof of their orders to report for duty and of their actual service pursuant to such orders. The employee shall be returned to their position thereafter as provided in the Military and Veterans Code.

2. Notwithstanding the foregoing, for the period beginning September 11, 2001, and continuing to a date as determined by the City Manager, the City of Burbank shall compensate any Unrepresented Mid Manager who has been or is involuntarily called to active military duty the difference between the salary they would receive as an employee of the City of Burbank and that which they receive from the United States Government for their military duty. The amount of pay each such employee shall be entitled to receive shall be the difference between the gross pay and allowances actually received from the United States for such involuntary military service and the gross wages that said employee would have received from the City of Burbank had they not been involuntarily called to active military duty (subject to all necessary and appropriate deductions and withholdings). The City shall also continue to pay to the appropriate insurance companies, the City's contribution towards the premium of each employee's insurance benefit programs necessary to maintain the insurance benefit programs as determined by the City and the respective insurance companies. No payment of any wage or insurance

premium provided for in this resolution shall be made by the City unless and until an employee requesting such payment provides sufficient and satisfactory documentation and proof (such as certified copies of official orders and pay records) concerning their eligibility to receive any such payments and with respect to the amount of such payments.

L. PARENTAL LEAVE

Effective the beginning of the pay period immediately following Council adoption, the City shall provide six weeks of paid parental leave, as set forth in the City's policy regarding Paid Parental Leave.

M. OTHER LEAVES

Notwithstanding any other provision of this resolution, all Unrepresented Mid Managers shall be eligible for all statutorily mandated leaves including but not limited to Maternity Leave, Family Medical Leave, California Family Rights Leave, Jury Duty, and Emergency Leave as set forth in the City's Administrative Procedures and subject to any terms and conditions as established by the City Manager.

N. CAFETERIA PLAN

1. A Cafeteria Plan as set forth in Resolution No. 21,481, passed and adopted on the 23rd day of December, 1985, for the provision of fringe benefits for employees in classifications enumerated in Exhibit "A" is hereby continued. This Cafeteria Plan is designated for programs of health or medical insurance, and subject to rules established by the City Manager. In addition, reimbursement for qualified benefits as provided for in 26 USCS §125 shall be allowed with an administrative fee for employees who elect the out-of-pocket medical expense reimbursement under the City's flexible benefit plan.

2. The City will contribute the statutory minimum health premium contribution for employees and retirees under the Public Employees' Medical and Hospital Care Act (PEMHCA).

3. Effective November 19, 2017, each active regular full-time employee hired prior to January 1, 2008 who is enrolled in a City medical plan, or who provides proof of medical coverage other than a City medical plan, shall receive $570.00 per month for the Cafeteria Plan. Active employees hired on or after January 1, 2008 will receive $350.00 per month. This change has no impact to the "total potential allowance" described in Subsection 4 below. Cafeteria Plan amounts not utilized by an employee for eligible fringe benefits shall be added to their earnings. The PEMHCA statutory minimum health premium

contribution is included in the base Cafeteria Plan amounts provided for in this paragraph.

4. Effective the beginning of the pay period containing December 1, 2025 (which is 11/23/25), additional City contributions towards the cost of medical premiums will be adjusted as listed in the chart below. These additional "up to" medical allowances can only be used for CalPERS medical premiums that are in excess of the cafeteria amount.

Effective 12/01/25
For Employees Hired Prior to January 1, 2008

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE INCLUDING CAFETERIA
One Party	$ 570.00	$ 197.00	$ 767.00
Two Party	$ 570.00	$ 962.00	$ 1,532.00
Family	$ 570.00	$ 1,420.00	$ 1,990.00

Effective 12/01/25
For Employees Hired On or After January 1, 2008

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE INCLUDING CAFETERIA
One Party	$ 350.00	$ 417.00	$ 767.00
Two Party	$ 350.00	$ 1,182.00	$ 1,532.00
Family	$ 350.00	$ 1,640.00	$ 1,990.00

Effective 12/01/26
For Employees Hired Prior to January 1, 2008

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE INCLUDING CAFETERIA
One Party	$ 570.00	$ 235.00	$ 805.00
Two Party	$ 570.00	$ 1,039.00	$ 1,609.00
Family	$ 570.00	$ 1,519.00	$ 2,089.00

Effective 12/01/26
For Employees Hired On or After January 1, 2008

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE INCLUDING CAFETERIA
One Party	$ 350.00	$ 455.00	$ 805.00
Two Party	$ 350.00	$ 1,259.00	$ 1,609.00
Family	$ 350.00	$ 1,739.00	$ 2,089.00

5. Regular employees with a job assignment of 30-40 hours per week shall be entitled to the full cafeteria plan amount as defined in Section 2 above, and the full additional “up to” medical amounts as defined in Section 3 above.

6. Regular employees with a job assignment of 20 hours to less than 30 hours per week shall be entitled to half of the full cafeteria plan amount as defined in Section 2 above, and half of the additional “up to” medical amounts as defined in Section 3 above.

O. VISION AND DENTAL PLAN

An employee vision plan shall be provided to each regular Unrepresented Mid Manager with a job assignment of at least 30 hours per week. Dependent coverage for the vision plan is voluntary and premiums shall be paid for by the employee. Each regular Unrepresented Mid Manager with a job assignment of at least 30 hours per week will be automatically enrolled in a dental plan, which includes dependent coverage if applicable.

P. DIFFERENTIAL PAY

1. **Professional Development.** The City shall pay $55.00 per month ($25.38 per pay period) to each regular full-time employee for Professional Development.

2. **Bilingual Pay.** A bilingual payment of $100.00 per month shall be paid to any employee holding a position in a classification listed in Exhibit "A" who is assigned by a Department Manager to speak a second language and such employee's proficiency in the second language has been evaluated pursuant to rules and procedures established by the City Manager.

3. **Minutes Differential.** At the Department Manager’s discretion, an employee may receive an additional 5% of their monthly base salary when assigned to take the minutes at any official City Board or Commission.

4. **Working Out of Class (WOC).** Unrepresented Mid Managers who spend a majority of their time performing duties of a higher level, which are not generally included in their job specification, may receive WOC pay of 7.5%, unless otherwise approved by the City Manager, or the bottom of the range of the job title in which they are WOC, whichever is greater. If 7.5% exceeds the top of the WOC salary range, the WOC pay will be 5%. Unrepresented Mid Managers are only eligible for WOC pay for professional development purposes during job vacancies or long-term absences.

5. **Engineer Certification and Project Management Professional (PMP) Certification**
   Unrepresented Mid Managers at BWP will be eligible for a 5.25% differential by having earned either an Engineer Certification or Certification as a Project Management Professional (PMP).

6. **Certified Access Specialist (CASp)**. To enhance their ability to complete their job duties, the Assistant Community Development Director-Building Official will receive an additional 10% of base pay for maintaining their CASp, effective June 22, 2025. The employee must provide certification documentation to the employer for verification before compensation begins, and payments shall commence the pay period following submission of proof of certification.

Q. CIVIL SERVICE STATUS AND OVERTIME

All Unrepresented Mid Managers, except Police Captains, shall be exempt from Civil Service. Police Captains shall be exempt from the Civil Service Rules regarding hiring and shall be subject to expediting hiring.

Unrepresented Mid Manager titles that have been found to be subject to the Fair Labor Standards Act (FLSA) shall be paid in accordance with FLSA. Unrepresented Managers who are exempt from FLSA shall not be eligible for overtime or in lieu time off unless approved by the City Manager.

R. DISABILITY

1. The City shall provide short term disability and long-term disability insurance coverage to Unrepresented Mid Managers.

2. For Police Captains, the City shall contribute to the BPOA disability insurance plan provided the premium rate does not exceed the City’s disability insurance plan premium rate.

S. EDUCATION REIMBURSEMENT PROGRAM

Effective September 24, 2017, the Education Reimbursement Program shall reimburse 75% of eligible education cost up to a maximum amount of $5,000 per fiscal year, per individual. The entire program will be subject to rules established by the City Manager.

T. LIFE INSURANCE

A life insurance policy of $50,000 will be provided to each Unrepresented Mid Manager at no cost. In addition, an Accidental Death and Dismemberment (AD&D) insurance policy of $52,000 will be provided through the City's insurance vendor and a City self-funded AD&D policy of $50,000 will be provided.

U. BURBANK EMPLOYEES RETIREE MEDICAL TRUST (BERMT)

1. Effective February 25, 2018, the City began contributing $100.00 per pay period on behalf each employee to the trust.

2. The City Manager or their designee is authorized to enter into the special agreements for participation of employees in the Trust as authorized by Article V.3 of the Trust Agreement.

V. UTILITY RETIREE MEDICAL TRUST (URMT)

Unrepresented Mid Managers in the classifications of Assistant General Manager-BWP, Assistant General Manager-Customer Service & Marketing, Chief Financial Officer, Administrative Officer-BWP, Assistant General Manager – Utility Administrative Services, and Sustainability Officer, will have a one-time option to participate in URMT pursuant to the Plan documents. These are the only Unrepresented Mid Managers that are eligible to participate in URMT.

W. RETIREE HEALTH SAVINGS (RHS)

1. Upon separation from the City, all Unrepresented Mid Managers will contribute into an RHS Plan as set forth in the Adoption Agreement. Pursuant to the Adoption Agreement, the current contribution percentages are listed below.

Sick Leave:	50% of eligible payout
Vacation Leave:	50% of eligible payout
In-Lieu Leave:	50% of eligible payout
Floating Holiday:	50% of eligible payout
Universal Leave:	50% of eligible payout
Management Leave:	50% of eligible payout
Personal Leave:	50% of eligible payout

2. Police Captains will not contribute any leave payout into an RHS at the time of separation because leave payout is accounted for per the VEBA provisions of this resolution.

X. EMPLOYER 457 MATCHING CONTRIBUTION

1. City Match for “Classic” PERS Members
The City will match employee contributions to the City-provided 457 Deferred Compensation Account in an amount not to exceed $75.00 per month.

2. City Match for “New” PERS Members
Effective June 22, 2025, the City will match employee contributions to the City-provided 457 Deferred Compensation Account up to 3% of base salary, for employees identified by PERS as New Members, as defined in Government Code §7522.04(f).

Effective the pay period containing July 1, 2026, the City’s match for New Members will increase to up to 4% of base salary.

Y. SIGNING RETENTION PAY

Effective June 22, 2025, the City Manager, at their sole discretion, has the option of providing signing or retention pay, up to a maximum of 8% of salary, for any classification and/or individual in a position for which the City is experiencing difficulty in recruiting or retaining.

2. The Financial Services Director is authorized to make such revisions, changes in summaries, fund amounts, totals, and grand totals of the Annual Budget, and other budget documents as deemed necessary or prudent to reflect and implement the programs specified in this Resolution.

3. The City Manager or their designee is authorized to enter into, or amend, any agreement necessary to implement the benefit provisions of this Resolution.

4. Resolution No. 25-29,623 passed and adopted on June 24, 2025, is hereby repealed. It is the intent of the City Council in adopting this Resolution as an Amended and Restated Compensation Plan to change the leave payouts for Police Captains, and that all other provisions appearing herein shall continue in effect and shall not be deemed to have been repealed or readopted by this Resolution.

PASSED and ADOPTED this ____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Joseph H. McDougall
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

Exhibit A
Unrepresented Mid Management Classifications
Bi-Weekly Salaries

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
CLASSIFICATION	**Current Range Top (Bi-weekly)**	**6/22/25 Range & In-Pocket % Incr.**	**6/22/25 New Range Top (Bi-weekly)**	**7/1/26 Range & In-Pocket % Incr.**	**7/1/26 New Range Top (Bi-weekly)**
Administrative Analyst I (Z)	$3,159.98	15.34%	$3,644.72	11.67%	$4,070.06
Administrative Analyst II (Z)	$4,055.93	7.22%	$4,348.77	4.00%	$4,522.72
Administrative Officer	$5,347.36	12.69%	$6,025.94	4.00%	$6,266.98
Administrative Officer-BWP	$6,110.68	9.74%	$6,705.86	4.00%	$6,974.09
Applications Development Analyst III (Z)	$5,144.49	4.58%	$5,380.11	4.00%	$5,595.31
Assistant Chief Information Officer	$8,301.40	9.00%	$9,048.53	4.00%	$9,410.47
Assistant City Attorney	$7,483.20	6.99%	$8,006.28	4.00%	$8,326.53
Assistant City Clerk	$5,547.24	5.14%	$5,832.37	4.00%	$6,065.66
Assistant City Engineer	$7,381.48	7.22%	$7,914.42	4.00%	$8,231.00
Assistant City Treasurer	$5,463.28	9.38%	$5,975.74	4.00%	$6,214.77
Assistant Community Development Director - Business & Economic Development	$7,867.44	7.81%	$8,481.89	4.00%	$8,821.17
Assistant Community Development Director-Building Official	$7,744.53	7.81%	$8,349.38	4.00%	$8,683.36
Assistant Community Development Director-Transportation & Planning	$7,867.44	7.81%	$8,481.89	4.00%	$8,821.17
Assistant Financial Services Director	$7,828.55	9.38%	$8,562.87	4.00%	$8,905.38
Assistant General Manager-BWP	$10,184.47	9.74%	$11,176.44	4.00%	$11,623.50
Assistant General Manager-Customer Service & Marketing	$9,166.11	9.74%	$10,058.89	4.00%	$10,461.25
Assistant General Manager-Utility Administrative Services	$7,099.34	13.35%	$8,047.10	4.00%	$8,368.98
Assistant Information Technology Director-Application Services	$6,581.34	9.00%	$7,173.66	4.00%	$7,460.61
Assistant Information Technology Director-Operations	$6,581.34	9.00%	$7,173.66	4.00%	$7,460.61
Assistant Library Services Director	$6,618.06	6.49%	$7,047.57	4.00%	$7,329.47
Assistant Management Services Director	$7,219.89	7.92%	$7,791.71	4.00%	$8,103.38
Assistant Management Services Director-Labor & Human Resources	$7,219.89	7.92%	$7,791.71	4.00%	$8,103.38
Assistant Management Services Director-Risk Management & Safety	$7,070.98	7.92%	$7,631.00	4.00%	$7,936.24
Assistant Park, Recreation, and Community Services Director	$7,277.74	10.99%	$8,077.56	4.00%	$8,400.66
Assistant Public Works Director-Fleet & Buildings	$7,708.35	7.22%	$8,264.89	4.00%	$8,595.49
Assistant Public Works Director-Streets & Waste Management	$7,708.35	7.22%	$8,264.89	4.00%	$8,595.49

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
CLASSIFICATION	**Current Range Top (Bi-weekly)**	**6/22/25 Range & In-Pocket % Incr.**	**6/22/25 New Range Top (Bi-weekly)**	**7/1/26 Range & In-Pocket % Incr.**	**7/1/26 New Range Top (Bi-weekly)**
Assistant Public Works Director-Traffic	$7,957.74	7.22%	$8,532.29	4.00%	$8,873.58
Assistant Public Works Director-Wastewater Systems	$7,957.74	7.22%	$8,532.29	4.00%	$8,873.58
Assistant to the City Manager	$5,788.10	13.13%	$6,548.08	4.00%	$6,810.00
Budget Manager	$6,508.18	5.35%	$6,856.37	4.00%	$7,130.62
Capital Projects Program Manager	$7,143.42	7.22%	$7,659.17	4.00%	$7,965.54
Chief Assistant City Attorney	$9,934.20	6.99%	$10,628.60	4.00%	$11,053.74
Chief Assistant Community Development Director	$8,359.17	7.81%	$9,012.02	4.00%	$9,372.50
Chief Assistant General Manager-BWP	$12,667.82	10.51%	$13,999.21	4.00%	$14,559.18
Chief Assistant Public Works Director-City Engineer	$8,376.57	7.22%	$8,981.36	4.00%	$9,340.61
Chief Financial Officer	$9,675.23	9.74%	$10,617.60	4.00%	$11,042.30
Communications Manager	$6,009.73	12.73%	$6,774.77	4.00%	$7,045.76
Community Assistance Coordinator	$3,978.22	7.22%	$4,265.45	4.00%	$4,436.07
Deputy City Attorney	$5,856.41	6.99%	$6,265.77	4.00%	$6,516.40
Deputy City Manager (Z)	$7,633.04	7.22%	$8,184.15	4.00%	$8,511.52
Deputy Director-Park, Recreation, and Community Services	$6,421.53	10.99%	$7,127.26	4.00%	$7,412.35
Deputy Financial Services Director	$7,368.05	9.38%	$8,059.17	4.00%	$8,381.54
Diversity, Equity, and Inclusion Manager	$5,594.66	7.92%	$6,037.76	4.00%	$6,279.27
Emergency Management Administrator	$5,898.69	9.49%	$6,458.48	4.00%	$6,716.82
Executive Assistant	$3,157.83	15.00%	$3,631.50	4.00%	$3,776.76
Financial Analyst (Z)	$5,243.41	7.22%	$5,621.98	4.00%	$5,846.86
Fire Administrator	$6,634.89	9.51%	$7,265.87	4.00%	$7,556.50
Human Resources Manager	$5,594.66	11.42%	$6,233.57	4.00%	$6,482.91
Landscape and Forestry Services Superintendent	$6,421.53	10.99%	$7,127.26	4.00%	$7,412.35
Law Office Administrator	$3,497.62	7.22%	$3,750.15	4.00%	$3,900.16
Litigation Paralegal	$4,771.89	6.99%	$5,105.45	4.00%	$5,309.67
Management Secretary	$2,986.05	15.00%	$3,433.96	4.00%	$3,571.32
Police Administrator	$7,070.54	12.00%	$7,919.00	4.00%	$8,235.76
Police Captain	$9,064.72	12.00%	$10,152.49	4.00%	$10,558.59
Principal Civil Engineer (Z)	$6,800.62	18.64%	$8,068.26	4.00%	$8,390.99
Purchasing Manager	$5,957.70	16.51%	$6,941.32	4.00%	$7,218.97
Records Manager (Z)	$5,216.60	5.14%	$5,484.73	4.00%	$5,704.12
Release Train Engineer	$6,536.53	9.00%	$7,124.82	4.00%	$7,409.81
Revenue Manager	$6,508.18	5.35%	$6,856.37	4.00%	$7,130.62
Secretary to the City Manager	$3,656.48	15.00%	$4,204.95	4.00%	$4,373.15
Senior Administrative Analyst (Z)	$4,715.46	2.24%	$4,821.09	4.00%	$5,013.93
Senior Assistant City Attorney	$8,676.16	6.99%	$9,282.62	4.00%	$9,653.92
Senior Litigation Paralegal	$5,487.68	6.99%	$5,871.27	4.00%	$6,106.12
Sustainability Officer	$7,332.56	9.74%	$8,046.75	4.00%	$8,368.62

STAFF REPORT

PUBLIC WORKS

DATE: February 24, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director
BY: Anthony Roman, Principal Civil Engineer

SUBJECT: Adoption of a Resolution Approving Final Tract Map No. 84031 and Related Subdivision Improvement Agreement for Project at 529-537 East Palm Avenue

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE FINAL MAP OF TRACT NO. 84031 AND THE SUBDIVISION IMPROVEMENT AGREEMENT RELATED THERETO BETWEEN PALM TOWNHOMES, LLC AND THE CITY OF BURBANK (529-537 EAST PALM AVENUE)

BACKGROUND

The property covered on Tract Map No. 84031 is a single-lot subdivision totaling 15,268 square feet in area located at 529-537 East Palm Avenue. The location map is included (Attachment 3). The subdivision will include a four-story, 24-unit multi-family residential development with subterranean-level parking garage for 51 parking spaces. The development (Project Number 19-0005588) was originally approved by the Community Development Director in December of 2023 and the project site is currently requesting building permits for demolition and grading.

DISCUSSION

All State Subdivision Map Act requirements have been met for the project except for off-site improvements including parkway improvements, roadway paving along East Palm Avenue and alley paving adjacent to the lot. The roadway paving map is included (Attachment 4). Pursuant to Burbank Municipal Code (BMC) §11-1-604 and California Government Code §66462, if, at the time a final map is approved by the governing body of a local agency, certain public improvements required by the local agency have not

been completed, a subdivider of land must enter into an agreement with the City to complete such improvements, thereafter, at the subdivider's expense. In addition, California Government Code §66499 requires the subdivider to post improvement securities for the completion of any outstanding improvements prior to, or concurrently with, approval of a final tract map. Such security may be in the form of a cash deposit in an amount approved by the local agency. Developer has entered into a Subdivision Improvement Agreement with the City and has deposited cash with the City in the amount of $37,000.00.

The following is a summary of information pertinent to the approval of Final Tract Map No. 84031:

1. The Final Tract Map pertains to the R-4 High Density Residential Zone at 529-537 East Palm Avenue, as defined in the Burbank 2035 General Plan Land Use Element. The zoning designation and development standards are outlined in Article 24, Chapter 1, Title 10 of the BMC (Zoning Regulations).

2. The Final Tract Map is in conformance with the tentative map with respect to the lot boundaries. The Final Tract Map is in compliance with all applicable provisions of the local subdivision ordinances of the City of Burbank and the requirements set forth in Subdivision Map Act §66450(a)(1), (2), and (3).

3. A copy of the Los Angeles County Department of Public Works' letter stating approval of the technical aspect of the map and compliance with Subdivision Map Act provision §66450(a)(4) has been included (Attachment 5).

4. Departmental conditions of approval for Tentative Tract Map No. 84031 have been cleared by the Planning Division for the purpose of Tract Map approval. Any remaining conditions of approval will be cleared prior to issuance of the Certificate of Occupancy.

5. A cash deposit in the amount of $37,000.00, based on a State-licensed Civil Engineer's estimate, are in place to guarantee the completion of the off-site improvements (Attachment 2 & 6).

6. According to the State Subdivision Map Act, Chapter 3, Article 4, §66458, and the provisions of Title 11 of the BMC, the Council must approve Final Tract Map No. 84031 if it substantially conforms to all the requirements. If such conformity does not exist, the Council must disapprove the map at the meeting it receives the map, or at its next regular meeting. If the Council has not authorized an extension to allow more time to disapprove the map, and the map conforms to all requirements, the map shall be deemed approved by operation of law.

Documentation for Final Tract Map No. 84031 is on file for review at the City Clerk's Office.

ENVIRONMENTAL REVIEW

This staff report has no potential for resulting in a direct or reasonably foreseeable indirect physical change to the environment and falls outside the definition of a "project" under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA pursuant to §15378 of Title 14 of the California Code of Regulations.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund by approving Final Tract Map No. 84031 and Related Subdivision Improvements (529-537 East Palm Avenue).

CONCLUSION

With approval and submitted cash deposit for the offsite improvements, Final Tract Map No. 84031 conforms with all applicable requirements. Therefore, staff respectfully recommends that Council approve Final Tract Map No. 84031.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Subdivision Improvement Agreement
Attachment 3 – Location Map
Attachment 4 – Offsite Improvements Plans
Attachment 5 – County of Los Angeles Letter
Attachment 6 – Engineers Estimate for Offsite Improvements
Attachment 7 – Final Tract Map No. 84031

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE FINAL MAP OF TRACT NO. 84031 AND THE SUBDIVISION IMPROVEMENT AGREEMENT RELATED THERETO BETWEEN PALM TOWNHOMES, LLC AND THE CITY OF BURBANK (529-537 EAST PALM AVENUE)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. In accordance with Burbank Municipal Code Section 11-1-323 et seq., the Director of Community Development approved the Tentative Map for Tract No. 84031, subject to the conditions set forth in the approval letter dated, December 6, 2023.

B. Final Tract Map No. 84031 is in conformance with the approved tentative map with respect to the lot boundaries as delineated on the enclosed tract map. This tract map is in compliance with all applicable provisions of the local subdivision ordinances of the City of Burbank and the requirements set forth in Subdivision Map Act Section 66450(a)(1), (2), and (3).

C. Said Final Tract Map conforms to all the requirements of the Subdivision Map Act and of Title 11 of the Burbank Municipal Code.

D. All conditions required to be performed before approval of such tract map have been fulfilled and accomplished. There are several outstanding conditions which have been itemized and incorporated within the proposed Subdivision Improvement Agreement for Tract Map 84031 pursuant to Burbank Municipal Code §11-1-604 and Government Code §66462. Completion of the outstanding conditions will be guaranteed through an improvement security furnished concurrent with a cash deposit in compliance with Government Code §66499.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Final Tract Map for Tract No. 84031 is in substantial compliance with the approved Tentative Tract Map No. 84031 and is hereby approved.

2. The terms and provisions of the Subdivision Improvement Agreement between Palm Townhomes, LLC and the City of Burbank (“Agreement”) are approved. The City Manager, or his designee, is authorized to sign the Agreement on behalf of the City, and the City Clerk shall attest the signature.

3. The City Manager, or his designee, with the approval of the City Attorney, is further authorized, to the extent necessary, during the implementation of the Agreement, to make minor changes after execution, provided that said changes shall not in any manner materially affect the rights and obligations of the City.

4. All City conditions imposed in connection with the approval of the Tentative Map have been satisfied, or performance of the conditions are secured through the aforementioned Subdivision Improvement Agreement.

5. This Council hereby approves the Final Map of Tract No. 84031, in the City of Burbank.

6. The City Clerk is hereby directed to execute a certificate stating that this Council has approved Tract Map No. 84031.

7. The Public Works Director, or his designee, is authorized to approve the Improvement Plan, which shall be submitted prior to any work under the Agreement and/or Conditions of Approval.

PASSED and ADOPTED this _____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a majority vote of the Council of the City of Burbank at its regular meeting held on the day of _____2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

City Clerk
City of Burbank
P. O. Box 6459
Burbank, CA 91510

Space Above This Line for Recorder's Use

SUBDIVISION IMPROVEMENT AGREEMENT FOR FINAL MAP OF TRACT NO. 84031

EFFECTIVE DATE: January , 2026

PARTIES: City of Burbank, a municipal corporation
275 East Olive Avenue
Burbank, California 91502
(hereafter "City")

Palm Townhomes, LLC
530 S. Glenoaks Blvd
Suite 200
Burbank, CA 91502
(hereafter "Developer")

LEGAL DESCRIPTION: See Exhibit A attached hereto.

This SUBDIVISION IMPROVEMENT AGREEMENT FOR FINAL MAP OF TRACT NO. 84031 (this "Agreement") is being made by and between Palm Townhomes, LLC ("Developer") and the City of Burbank ("City"), as of the Effective Date described above.

RECITALS:

A. Developer has presented to the City a certain map of a proposed subdivision of land located within the corporate limits of the City, and known and described as Final Map No. 84031 the copy of which map is filed at the Burbank City Clerk's office and made a part of this agreement, and Developer has requested the City approve said map in order that the same may be recorded, as required by law.

B. Section 11-1-604 of the Burbank Municipal Code and Government Code Section 66462 requires Developer to enter into this agreement with the City whereby Developer agrees to do, perform, and complete the work and matters hereinafter described, in consideration of the approval of said final map by the City.

AGREEMENT:

In consideration of the approval of said final map for filing and recording as provided and required by law, it is mutually agreed and understood by and between Developer and the City, as follows:

1. Developer agrees to perform all of the work, set forth in Exhibit B and incorporated herein by this reference, including the furnishing of all materials necessary to construct said work in accordance with the plans filed in the office of the City Engineer of the City in conjunction with said Vesting Tentative Tract Map No. 84031 (the "Improvements"). Further, the Developer and City acknowledge and agree that Developer shall be responsible for the construction and installation of the offsite improvements as described in Exhibit B, as well as coordinating this work with the City of Burbank, Public Works Department described in the Improvements.

All of said work, improvements, and materials shall be done, performed, and installed under the supervision of the Director of Public Works under whose direction the work shall be inspected as it progresses. Developer shall at all times maintain proper facilities and safe access for the inspection of the Improvement by City inspectors and to the shops and facilities wherein any work is in preparation. Upon completion of the Improvement, the Developer may request an inspection by the City. The Director of Public Works shall not execute nor record the Notice of Acceptance unless the Developer has completed all aspects of the work in accordance with Exhibit B. When applicable law requires that an inspection at a particular stage of construction of the Improvements, Developer shall not proceed

with additional work until the inspection has been made and approved.

2. Developer has furnished and delivered to the City a corporate surety cash deposit with the City if Burbank to: (1) assure the faithful performance of the Agreement with regard to the Improvements; and to (2) secure payment to the contractors, its subcontractors, and to persons furnishing labor, materials, equipment to them for the Improvements; and to (3) guarantee and warrant the Improvements for a period of one year following the completion and acceptance of the Improvements by City against any defective work or labor done or defective materials furnished in the performance of this Agreement. The amount of such cash deposit shall equal the sum of Thirty-Seven Thousand ($37,000.00), as specified in Exhibit C. If the Improvements are not provided as specified in this Agreement, City may provide notice of such non-conformity. Should Developer fail to cure such non-conformity within twenty (20) days after City mails a notice of non-conformity, the cash deposit shall be used to accomplish or complete the Improvements, with any excess to be returned to Developer.

If the cash deposit is not sufficient to pay the cost of the Improvements, Developer will remain liable to the City for the excess cost thereof. The security given for the faithful performance of any act or agreement shall be subject to the limitations specified in Government Code Section 66499.9. All work shall be completed no later than January 26, 2027, unless extended in accordance with Section 6 below. For purposes of partial release of security upon partial performance of the required Improvements in accordance with Government Code Section 66499.7 after acceptance by the City in accordance with Burbank Municipal Code Section 11-1-1518, City agrees to allow at least one partial release. Any additional partial releases are subject to the discretion of the Public Works Director. The City delegates the authority to the Public Works Director to approve the release of performance security pursuant to Gov. Code Section 66499.7(g). No security related to 1) the required guarantee and warranty period amount, nor 2) costs and reasonable expenses and fees, including reasonable attorney fees (if any) shall be released until the applicable time period has passed.

3. As a part of the obligation of Developer, and in addition to any and all security furnished for the faithful performance of this Agreement, Developer agrees to pay City for costs and reasonable expenses and fees, including reasonable attorney's fees which may be incurred in successfully enforcing the obligations of Developer under this Agreement.

4. All work and improvements shall be done at the sole cost and expense of Developer, including all additional work or change orders arising from undiscovered or unknown conditions. The costs of engineering, design, construction, consulting, inspecting, testing, surveying, staking, and all applicable fees as required by the Burbank Municipal Code, shall be the sole responsibility of Developer. Developer shall obtain all necessary permits required by the City prior to commencing any work, which includes but is not limited to providing all necessary insurance, naming the City as an additional insured.

5. Developer shall comply with the applicable requirements of the California

Labor Code section 1700 et seq. (collectively, "Prevailing Wage Laws"), including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages, for applicable employees performing "public works" (as defined by California Labor Code §1720 and applicable regulations) with respect to the construction of Improvements within the Public Right-of-Way, including but not limited to employees undertaking construction, demolition, installation, repair or maintenance work as defined by the Prevailing Wage Laws. For employees covered by the last sentence, no less than the general prevailing rate of per diem wages, and not less than the general per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to such all workers, whether employed in the execution of the work by the Developer or any subcontractor doing or contracting to do any part of the work. Developer shall post a copy of the prevailing rate of per diem wages.

6. Developer hereby agrees to defend, indemnify and hold the City, and its respective officers, officials, members, employees, agents and representatives, harmless from and against any and all loss, damage, injury, liability, claim, cost or expense (including, without limitation, reasonable attorneys' fees, expert witness fees, court costs, and expenses) arising from or attributable to the activities of Developer or any of its employees, agents, consultants or contractors upon City property pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the indemnified parties. Developer shall include this indemnity obligation in Developer's contracts with its consultants and contractors. All use of and entry upon City property shall be at the sole cost, risk and expense of the Developer. After recordation of the Notice of Acceptance of the Improvements, the Developer remains obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect. The provisions of this Section shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Improvements. Developer shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that the City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. Developer shall reimburse the City for all costs and expenses incurred by City in enforcing such action, including, but not limited to, fees and charges of architects, engineers, attorneys, consultants and court costs.

7. Further, Developer shall be required to defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, agents and representatives from and against any and all claims or liability (including, but not limited to, payment of back wages or penalty assessments) arising out of or in any way connected with the Developer's obligation to comply with the Prevailing Wage Laws with respect to any "public works" performed in the construction of Improvements Within the Public Right-of-Way, and shall be required to waive, release, and discharge the CITY from any and all present or future claims arising out of or in any way connected with Developer's obligation to comply with such laws.

8. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to events beyond the reasonable control of the parties, which may include without limitation the following: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation (other than eminent domain actions); unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform ("Force Majeure"). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City's Public Works Director and Developer.

9. Developer guarantees and warrants the work and Improvements for a period of one (1) year following the completion and the acceptance of the Improvements by the City. If, within the warranty period, any Improvement in whole or in part fails to fulfill any of the requirements of this Agreement, Developer shall cure such defect without delay and without cost to the City. Developer shall cure such defect within twenty (20) days after the City mails Developer and its surety written notice of default under this provision; provide, however, such twenty (20) day period may be extended by the City if such cure cannot be reasonably expected to be cured within twenty (20) days, Developer has diligently commenced such cure and the cure can reasonably be expected to be achieved within a reasonable time frame as determined by the City. If Developer fails to cure within such time period, Developer authorizes the City, at City's sole discretion and option, to cure the defect and Developer agrees to pay the cost of such work by the City. Should the City determine that the public health or safety requires curing any defect before Developer can be notified or adequately respond, City may, in its sole discretion and option, to perform such work as is reasonably necessary to protect public health or safety, and Developer agrees to reimburse the City the cost of such work, including, but not limited, to the cost of all labor, equipment and materials.

10. No assignment of this Agreement or any duty or obligation of performance hereunder shall be made in whole or in part by Developer without the prior written consent of the City.

11. The City Manager is authorized to exercise any right granted to the City herein, and may execute any other instruments or amendments to this Agreement, which are approved as to form by the City Attorney's Office, to effectuate the purpose of

this Agreement.

12. This Agreement shall be governed by California law.

13. This Agreement may be executed in one or more counterparts and by facsimile.

14. Developer, its agents, employees, contractors, subcontractors and consultants shall comply with all applicable federal, state and local laws in performing this Agreement. Neither Developer nor any of Developer's agents, contractors, subcontractors or consultants are agents of the City in connection with the performance of Developer's obligations under this Agreement.

15. Upon recordation of the Notice of Acceptance of the Improvements, ownership of the Improvements shall vest in the City. The City's engineer shall make a certification of the completion and acceptance of the Improvements by recordation of a Notice of Acceptance on behalf of the City after the final completion and inspection of all Improvements.

"CITY"	"DEVELOPER"
CITY OF BURBANK, a municipal corporation	Palm Townhomes LLC a California limited liability company
By: Lifan Xu	John M Gerro
Name: LIFAN XU	By: JOHN M. GERRO
Title: CITY ENGINEER	Its: Manager
	By:
	Its:

[Signature of Parties must be notarized as required by the County Recorder's Office. Please attach appropriate acknowledgments.]

Attest:

Kimberley Clark, City Clerk

Approved as to
Form Office of the

City Attorney

By:_____

Ray Johal, Senior Assistant City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 01/20/2026 before me, Debra Gomes, Notary Republic
(insert name and title of the officer)

personally appeared John M. Gerro,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBRA GOMES
Notary Public - California
Los Angeles County
Commission # 2533199
My Comm. Expires Sep 22, 2029

Signature Debra Gomes (Seal)

Clear Form Print Form

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On January 26, 2026 before me, Aida Ofsepian, Notary Public
(insert name and title of the officer)

personally appeared Lifan Xu,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

AIDA OFSEPIAN
Notary Public - California
Los Angeles County
Commission # 2403108
My Comm. Expires May 4, 2026

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Lots 11 and 13, Block35 of the town of Burbank, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 17, Page 19 of Miscellaneous Records, in the office of the County Recorder of said County.

EXHIBIT B

THE IMPROVEMENTS

TLC TECHNA LAND CO. INC.
CIVIL ENGINEERING, LAND DEVELOPMENT, CONST. MGMT.
1545 N. VERDUGO RD. STE #2
GLENDALE, CA 91208
TEL: (818) 547-0543

TITLE: 529-537 Palm Ave.

JOB NO. 1358-047-22 DATE: 11/13/2025

ITEM

1. GRADING
2. 2" grind & resurf. Arhm palm
3. 2"grind & resurf. Alley
4. 4" CMB
5. 4" CONC. SWK.
6. 6" CONC.DWY
7. CONC. C&G.
8. AC PAVMENT
9. drain pipes
10. conc. dwy. demo
11. Removal of existing parkway tree will need to be condition and approved by Park & Rec.



EXHIBIT C

ENGINEERS ESTIMATES

TLC TECHNA LAND CO. INC.
CIVIL ENGINEERING, LAND DEVELOPMENT, CONST. MGMT.
1545 N. VERDUGO RD. STE #2
GLENDALE, CA 91208
TEL: (818) 547-0543

TITLE: 529-537 Palm Ave.

JOB NO. 1358-047-22 DATE: 11/13/2025

ITEM	QUANITY	UNIT	COST PER UNIT	SUB TOTAL	GRAND TOTAL
SITE PREPARATION					
1. GRADING	37.00	CY.	$22.00	$814.00	$814.00
2. 2" grind & resurf. Arhm palm	3202.00	SQ.FT	$1.35	$4,322.70	$5,136.70
3.2"grind & resurf. Alley	660.00	SQ.FT	$1.35	$891.00	$6,027.70
4. 4" CMB	1140.00	SQ.FT	$0.78	$889.20	$6,916.90
5. 4" CONC. SWK.	522.00	SQ.FT	$27.00	$14,094.00	$21,010.90
6. 6" CONC.DWY	182.00	SQ.FT	$27.00	$4,914.00	$25,924.90
7. CONC. C&G.	42.00	SQ.FT	$42.00	$1,764.00	$27,688.90
8. AC PAVMENT	250.00	SQ. FT.	$12.00	$3,000.00	$30,688.90
9. drain pipes	2.00	EA.	$85.00	$170.00	$30,858.90
10. conc. dwy. demo	93.00	sq. ft.	$14.00	$1,302.00	$32,160.90
11. Removal of existing parkway tree will need to be condition and approved by Park & Rec.					

TOTAL		$32,160.90
	15% CONT.	$4,824.14
TOTAL		$36,985.04
Construction Deposit/permit		$37,000.00



ATTACHMENT 6

LOCATION MAP

ATTACHMENT 3

GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED AND COMPLETED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE LATEST EDITION AND SUPPLEMENTS TO THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.
2. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.41 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY DAMAGE THAT MAY OCCUR DURING THE PERFORMANCE OF THE WORK.
4. EXISTING UTILITIES SHALL BE MAINTAINED IN PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION BY TELEPHONE: (800) 227-2600.
6. THE DIG ALERT (UNDERGROUND SERVICE ALERT) IS NOT TO BE CALLED UNTIL THE CITY OF BURBANK EXCAVATION PERMIT IS READY FOR ISSUANCE.
7. THE CONTRACTOR SHALL NOTIFY AFFECTED RESIDENCES OR BUSINESSES FIVE (5) DAY PRIOR TO THE START OF WORK.
8. CONTRACTOR SHALL COORDINATE RELOCATION AND/OR ADJUSTMENT OF STREET LIGHT PULL BOXES, GUY WIRES, STREET LIGHT POLES, WATER METER BOXES, WATER VALVES, ETC. WITH THE CITY'S BURBANK WATER & POWER (BWP) DEPARTMENT ELECTRICAL DIVISION (818) 238-3575 AND/OR WATER DIVISION (818) 238-3500.
9. THE CONTRACTOR SHALL PROTECT OR REPLACE (BY A CALIFORNIA LICENSED LAND SURVEYOR) ALL SURVEY MONUMENTATION.
10. THE CONTRACTOR SHALL IMPLEMENT TRAFFIC CONTROL PER WATCH MANUAL AND CALIFORNIA STATE STANDARDS, AS APPROVED BY THE TRAFFIC ENGINEER.
11. THE CONTRACTOR SHALL REMOVE, BY PERMITS COMPLETION, ALL PROJECT-RELATED MARKINGS (PAINT, CRAYON, ETC.) INCLUDING UNDERGROUND SERVICE ALERT MARKINGS FROM ALL NON-ASPHALT SURFACES; I.E., SIDEWALK, CURB, GUTTER, OR DECORATIVE PAVING.
12. THE LAYOUT OF EXCAVATION AREA IS REQUIRED PER CALIFORNIA CODE 4216. THE PERMITEE/CONTRACTOR IS REQUIRED TO OUTLINE THE PROPOSED EXCAVATION SITE WITH WHITE PAINT OR STAKES. PERMITEE SHALL ASK FOR DIG ALERT MARKINGS ONLY WITHIN THE PROJECT LIMITS (SEE DIG ALERT HANDOUT).
13. ALL PROJECT LAYOUT AND DIG ALERT MARKINGS MUST BE REMOVED FROM CONCRETE AND DECORATIVE SURFACES IN ORDER TO FINAL THE EXCAVATION PERMIT.
14. THE PERMITEE SHALL VERIFY THAT ALL SURVEY MONUMENTS AFFECTED BY THE PROJECT ARE LOCATED IN THE FIELD AND NOTED ON THE PLANS BEFORE THE ISSUANCE OF A PERMIT. FAILURE TO COMPLY SHALL RESULT IN DELAY OF PERMIT ISSUANCE UNTIL MONUMENTS ARE PROPERLY NOTED AND PROTECTED.
15. IF ANY SURVEY MONUMENTS ARE TO BE REMOVED, OR IF IT IS FOUND THAT EXISTING MONUMENTS ARE AFFECTED BUT ARE NOT SHOWN ON PLANS, THE (AT THE PERMITEE'S EXPENSE) A CALIFORNIA LICENSED LAND SURVEYOR IS REQUIRED TO LOCATE THE AFFECTED MONUMENTS. A CORNER RECORD SHALL THEN BE SUBMITTED FOR THE REVIEW OF THE CITY ENGINEER. [CALIFORNIA BUSINESS & PROFESSIONALS CODE SECTION 8771]
16. ALL SIGNING AND STRIPING SHALL BE ACCORDING TO THE LATEST EDITION OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS. ALL SIGNING AND STRIPING SHALL BE NEW INSTALLATIONS EXCEPT AS OTHERWISE NOTED.
17. ALL CONFLICTING SIGNING OR STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER.
18. PROPOSED CROSSWALK LINES SHALL MATCH EXISTING LINES UNLESS OTHERWISE INDICATED.

ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND APPROXIMATE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE DETERMINED BY A SEARCH OF AVAILABLE PUBLIC RECORDS. APPROVAL OF THIS PLAN BY THE DESIGN ENGINEER AND THE CITY OF BURBANK DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATIONS OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN OR ADJACENT TO THE LIMITS OF THIS PROJECT.

THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES AT THE PROJECT SITE. ALL UTILITY LINES AND STRUCTURES THAT MAY BE DAMAGED ON ACCOUNT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE CITY OR APPLICABLE UTILITY OWNER.

THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION ON THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY AND THE DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE CITY OR THE DESIGN ENGINEER.

CALL UNDERGROUND SERVICE ALERT (USA) OF SOUTHERN CALIFORNIA, 2 WORKING DAYS BEFORE ANY EXCAVATIONS AT 1-800-227-2600.

STREET IMPROVEMENT PLANS FOR
CITY OF BURBANK
529-537 PALM AVENUE
BURBANK, CA 91501

SHEET INDEX

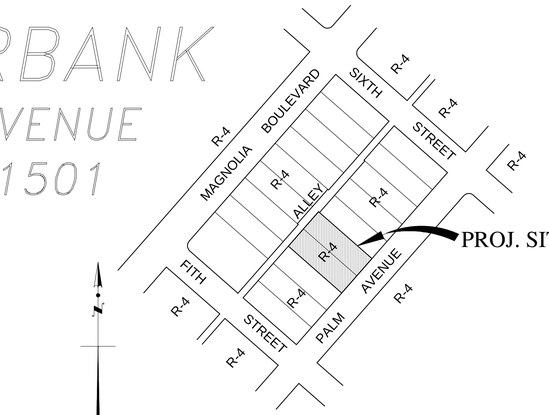
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TITLE SHEET	1
PLANS AND PROFILE (PALM AVENUE & ALLEY)	2-3

CITY OF BURBANK STANDARD PLANS

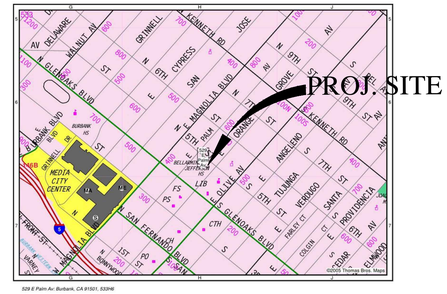
BS-100	CURB AND GUTTER
BS-102	CONCRETE DRIVEWAY
BS-104-1	SIDEWALK
BA-200	ALLEY SECTION

CALTRANS STANDAR PLANS

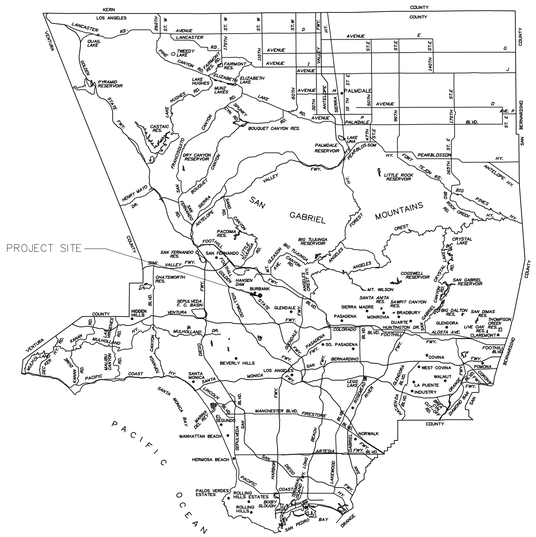
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION



KEY MAP
SCALE: N.T.S.



VICINITY MAP



PROJECT SITE
T.G. 533/D5

LOCATION MAP

ABBREVIATIONS & SYMBOLS

	STREET LIGHT	RETAIN.	RETAINING
	FIRE HYDRANT	INV.	INVERT
	MANHOLE	PROP.	PROPOSED
	WATER VALVE	HORIZ.	HORIZONTAL
	SIGN	VERT.	VERTICAL
	TREE	EX.	EXISTING
S	SEWER	EXIST.	EXISTING
W	WATER	MH	MANHOLE
SD	STORM DRAIN	DWG	DRAWING
G	GAS	DWY.	DRIVEWAY
GV	GAS VALVE	TEL.	TELEPHONE
E	ELECTRIC	ELECT.	ELECTRICAL
EB	ELECTRIC PULL BOX	NO.	NUMBER
EV	ELECTRIC VAULT	CONC.	CONCRETE
DC	DETECTOR CHECK	STD.	STANDARD
T	TELEPHONE	℄	CENTER LINE
SL	STREET LIGHT	FT.	FEET
SLB	STREET LIGHT PULL BOX	ST.	STREET
FH	FIRE HYDRANT	AB	AGGREGATE BASE
VP	VENT PIPE	AC	ASPHALT CONCRETE
TL	TRAFFIC LIGHT	DEPT.	DEPARTMENT
TCB	TRAFFIC CONTROL PULL BOX	PROJ.	PROJECT
WM	WATER METER	VCP	VITRIFIED CLAY PIPE
MB	MAIL BOX	ECR	END CURB RADIUS
PD	PARKWAY DRAIN	L	LENGTH
CB	CATCH BASIN	BOP	BOTTOM OF PIPE
P	PILASTER	TOP	TOP OF PIPE
GP	GATE POST	GB	GRADE BRAKE
CF	CURB FACE	R/W	RIGHT OF WAY
MAX.	MAXIMUM	BW	BACK OF WALK
PT.	POINT	TG	TOP OF GRATE
FS	FINISH SURFACE	CATV	CABLE TV
F	FLOW LINE	LAT.	LATERAL
TC	TOP OF CURB	JS	JUNCTION STRUCTURE
NEC	NORTHEAST CORNER	BC	BEGINNING CURVE
BCR	BEGIN CURB RADIUS	EC	END OF CURVE
HT	HEIGHT	ARHM	ASPHALT RUBBER HOT MIX
RCP	REINFORCED CONCRETE PIPE	GG	GAP GRADED
TC	TRAFFIC CONTROL (ABOVE GROUND)		
PSI	POUNDS PER SQUARE INCH		
PCC	PORTLAND CEMENT CONCRETE		

LEGAL DESCRIPTION

PORTION OF LOTS 11 & 13, IN BLOCK 35 OF THE TOWN OF BURBANK, AS PER MAP RECORDE IN BOOK 17, PAGES 12/22 OF M.R.

BENCH MARK

BM#1808-1 ELEV.=746.953 (FT.)
2-1/2" BRASS CAP STAMP CITY OF BURBANK, BM.1808-1 AT 802 OLIVE AVE. AT THE NE QUADRANT OF THE INTERSECTION OF OLIVE AVE. & KENNETH RD., ABOUT 63 FEET NORTH OF THE CENTERLINE OF KENNETH RD. & ABOUT 34.5 FEET EAST OF THE CENTERLINE OF OLIVE AVE., SET IN THE TOP NE CORNER OF A 7X2.5 FOOT CATCH BASIN WITH DROP INLET ON THE EAST SIDE OF THE OLIVE AVE., ABOUT 25 FEET NORTH OF THE NE ECR OF OLIVE AVE. & KENNETH RD..

Underground Service Alert
CALL BEFORE YOU DIG
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

TLC TECHNA LAND CO., INC.
CIVIL ENGINEERING, LAND PLANNING,CONST. MGT..
1545 N. VERDUGO RD. SUITE 2, GLENDALE, CA. 91208
TEL. (818) 547-0543 FAX: (818) 547-1074

ENGINEER SIGNATURE — DATE 10-28-25

REGISTERED PROFESSIONAL ENGINEER — RAFY MARTIROSIAN — No. C52563 — Exp. 12-31-26 — CIVIL — STATE OF CALIFORNIA

REVISION	DESCRIPTION	APP	DATE

FIELD BOOK _____ PAGE NON/A
DESIGNED _____ DATE _____
DRAWN _____ DATE _____
CHECKED _____ DATE _____
REVIEWED _____ DATE _____

RECOMMENDED:
CITY ENGINEER — DATE

APPROVED:
PUBLIC WORKS DIRECTOR — DATE

CITY OF BURBANK
PUBLIC WORKS DEPARTMENT

529-537 E. PALM AVENUE,
BURBANK, CA. 91501

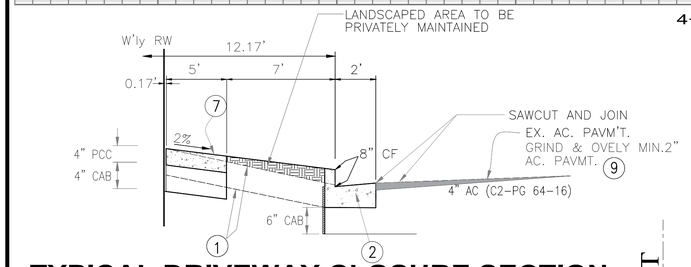
PLAN NO. P-

SHEET
1 OF 3

ATTACHMENT 4

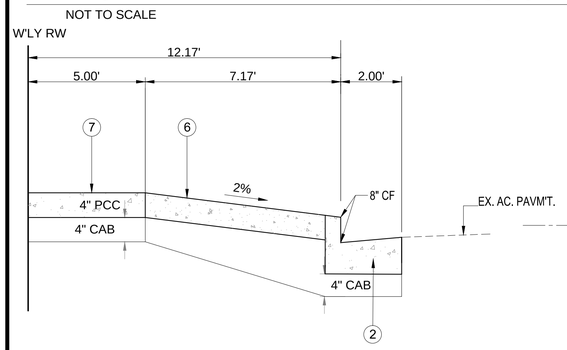
PROFILE
SCALE: HOR.1"=10'
VERT:1"=4'

4+00 3+50 3+00 2+50 0+00



TYPICAL DRIVEWAY CLOSURE SECTION

NOT TO SCALE

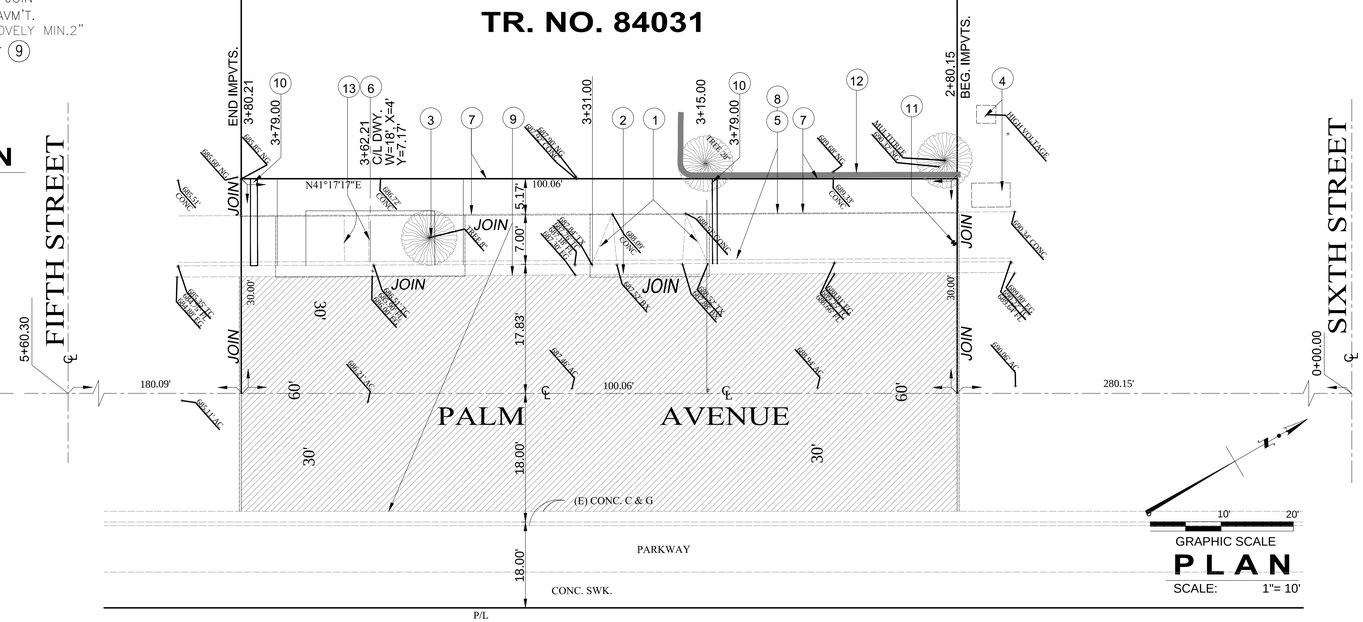


TYPICAL DRIVEWAY CROSS SECTION

NOT TO SCALE

LOT 1

TR. NO. 84031



CONSTRUCTION NOTES

1. SAWCUT AND REMOVE EXISTING PCC DRIVEWAY APPROACH AND CONSTRUCT WITH SIDEWALK, LANDSCAPE, CURB & GUTTER FRONTING THE PROPERTY ALONG PALM AVENUE PER CITY OF BURBANK STANDARDS, ALL UNUSED DRIVEWAYS SHALL BE REMOVED AND RECONSTRUCTED WITH CURB, GUTTER AND SIDEWALK [BMC 7-3-504].
2. REMOVE & RECONSTRUCT EXISTING PCC CURB & GUTTER PER CITY OF BURBANK STD. PLAN BS-100 FROM STA. 3+15 TO 3+31
3. REMOVE EXISTING TREE
4. EXISTING UTILITIES, PROTECT IN PLACE
5. EXISTING PARKWAY TO REMAIN
6. CONSTRUCT NEW PCC COMMERCIAL CONC. DRIVEWAY PER CITY OF BURBANK STANDARD PLAN BS-102, TYPE 4, W=18.00', X=4', Y=7.17'
7. REMOVE AND RECONSTRUCT NEW 4" PCC. CONC. SIDEWALK ON 4" CRUSHED AGGREGATE BASE FRONTING THE PROPERTY ALONG PALM AVENUE PER CITY OF BURBANK STD. PLAN BS-104-1
8. CONSTRUCT NEW LANDSCAPING
9. RESURFACE(GRIND AND OVERLAY WITH ARHM MINIMUM 2") THE FULL WIDTH OF PALM AVENUE FRONTING THE PROPERTY PER CITY OF BURBANK STANDARDS.
10. INSTALL 4"X12" WIDE RECTANGULAR DRAIN (CURB-O-LET)
11. EXISTING STREET LIGHT, PROTECT IN PLACE
12. EXISTING WALL/STRUCTURE TO BE REMOVED
13. REMOVE CONCRETE PATH IN PARKWAY PERPENDICULAR TO PALM AVENUE FRONTING THE PROPERTY

NOTE: ALL SOLDIER PILES/ BEAMS THAT ARE REQUIRED FOR THE SUBTERRANEAN PARKING GARAGE SHORING, MUST BE PLACED ON PRIVATE PROPERTY AND ARE NOT TO ENCROACH INTO THE PUBLIC RIGHT-OF -WAY.

TOTAL AREA OF GRIND & RESURFACING OF PALM AVE.=1600 SQ. FT.

NOTE:ALL CONCRETE TO BE DESIGN MIX 560E2500P CITY MIX

0 10' 20'
GRAPHIC SCALE

PLAN

SCALE: 1"= 10'

TLC TECHNA LAND CO., INC.
CIVIL ENGINEERING, LAND PLANNING,CONST. MGT..
1545 N. VERDUGO RD. SUITE 2, GLENDALE, CA. 91208
TEL. (818) 547-0543 FAX: (818) 547-1074

ENGINEER SIGNATURE 10-28-25 DATE

REGISTERED PROFESSIONAL ENGINEER — HAYK MARTIROSIAN — No. C52563 — Exp. 12-31-26 — CIVIL — STATE OF CALIFORNIA

REVISION	DESCRIPTION	APP	DATE

FIELD BOOK _____ PAGE N/A
DESIGNED _____ DATE _____
DRAWN _____ DATE _____
CHECKED _____ DATE _____
REVIEWED _____ DATE _____

RECOMMENDED:
CITY ENGINEER DATE

APPROVED:
PUBLIC WORKS DIRECTOR DATE

CITY OF BURBANK

PUBLIC WORKS DEPARTMENT

529-537 E. PALM AVENUE,
BURBANK, CA. 91501

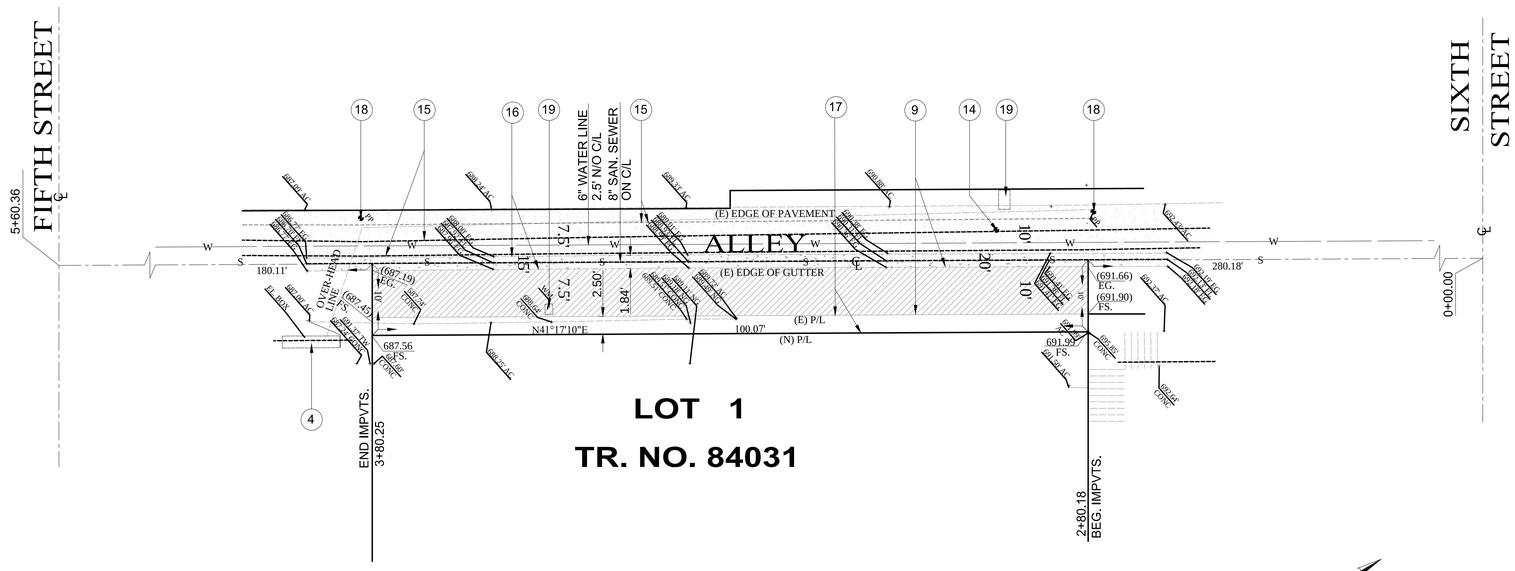
PLAN NO. P-

SHEET
2 OF 3

ATTACHMENT 4 - 2

PROFILE
SCALE: HOR.1"=10'
VERT:1"=4'

4+00 3+50 3+00 2+50 0+00



LOT 1

TR. NO. 84031

CONSTRUCTION NOTES

4 EXISTING UTILITIES, PROTECT IN PLACE
9 RESURFACE (GRIND AND OVERLY MINIMUM 2") TO THE CENTERLINE OF ALLEY (EDGE OF GUTTER) PER CITY OF BURBANK STANDARDS.
14 EXISTING WATER VALVE TO REMAIN
15 OVER-HEAD POWER LINES
16 EXISTING LONGITUDINAL CONC. GUTTER
17 CONSTRUCT 4" ASPHALTIC CONCRETE PAVEMENT OVER 4" CRUSHED AGGREGATE BASE PER CITY OF BURBANK STANDARD PLAN BA-200 [BMC 7-3-105,BMC 7-3-106].
18 EXISTING POWER POLE
19 EXISTING WATER METER TO REMAIN

NOTE: ALL SOLDIER PILES/ BEAMS THAT ARE REQUIRED FOR THE SUBTERRANEAN PARKING GARAGE SHORING, MUST BE PLACED ON PRIVATE PROPERTY AND ARE NOT TO ENCROACH INTO THE PUBLIC RIGHT-OF -WAY.

TOTAL AREA OF GRIND & RESURFACING OF ALLEY=650 SQ. FT.

NOTE:ALL CONCRETE TO BE DESIGN MIX 560E2500P CITY MIX

0' 10' 20'
GRAPHIC SCALE

PLAN
SCALE: 1"= 10'

TLC TECHNA LAND CO., INC.
CIVIL ENGINEERING, LAND PLANNING,CONST. MGT..
1545 N. VERDUGO RD. SUITE 2, GLENDALE, CA. 91208
TEL. (818) 547-0543 FAX: (818) 547-1074
ENGINEER SIGNATURE 10-28-25 DATE
REGISTERED PROFESSIONAL ENGINEER No. C52563 Exp. 12-31-26 CIVIL STATE OF CALIFORNIA HAYK MARTIROSIAN

REVISION	DESCRIPTION	APP	DATE

FIELD BOOK ____ PAGE N/A
DESIGNED ____ DATE ____
DRAWN ____ DATE ____
CHECKED ____ DATE ____
REVIEWED ____ DATE ____

RECOMMENDED: CITY ENGINEER DATE
APPROVED: PUBLIC WORKS DIRECTOR DATE

CITY OF BURBANK
PUBLIC WORKS DEPARTMENT

529-537 E. PALM AVENUE,
BURBANK, CA. 91501

PLAN NO. P-

SHEET 3 OF 3

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 26, 2025

IN REPLY PLEASE
REFER TO FILE LD-2

Mr. Lifan Xu
City Engineer
City of Burbank
P.O. Box 6459
Burbank, CA 91510

Dear Mr. Xu:

TRACT 84031

Tract 84031 (enclosed) has been reviewed and approved by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with the Subdivision Map Act. It is ready for your examination and certification as to compliance with the conditions of approval and applicable City ordinances.

The City Council or Advisory Agency should make the findings required by the California Environmental Quality Act and the Subdivision Map Act.

After your approval and the approval of the City Council or Advisory Agency, the final map should be returned to Los Angeles County Public Works, Land Development Division, for filing with the Registrar-Recorder/County Clerk's office.

If you have any questions, please contact Ms. Anait Pogosyan of Public Works, Land Development Division, at (626) 458-4915 or apogosya@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

for

YONAH HALPERN, PE
Assistant Deputy Director
Land Development Division

AP:tb
P:\LDPUB\SUBMAP\LETTERS\CITY LETTERS - TRACT 84031CITY LETTER (BURBANK).DOC

Enc.

ATTACHMENT 5

TLC TECHNA LAND CO. INC.
CIVIL ENGINEERING, LAND DEVELOPMENT, CONST. MGMT.
1545 N. VERDUGO RD. STE #2
GLENDALE, CA 91208
TEL: (818) 547-0543

TITLE: 529-537 Palm Ave.

JOB NO. 1358-047-22 DATE: 11/13/2025

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9. drain pipes	2.00	EA.	$85.00	$170.00	$30,858.90
10. conc. dwy. demo	93.00	sq. ft.	$14.00	$1,302.00	$32,160.90
11. Removal of existing parkway tree will need to be condition and approved by Park & Rec.					

TOTAL		$32,160.90
	15% CONT.	$4,824.14
TOTAL		$36,985.04
Construction Deposit/permit		$37,000.00



ATTACHMENT 6

1 LOT
15,518 SQ.FT. GROSS
15268 SQ. FT. NET

TRACT NO. 84031

IN THE CITY OF BURBANK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 11 AND 13 IN BLOCK 35 OF THE TOWN OF BURBANK, AS PER MAP RECORDED IN BOOK 17, PAGE 19 THROUGH 22, INCLUSIVE MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. AND WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

PALM TOWNHOMES, LLC. A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

John M Gerro
NAME:
TITLE: MANAGING MEMBER

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON September 30 2025, BEFORE ME, Erik Daniel, A NOTARY PUBLIC
PERSONALLY APPEARED John Michael Gerro,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
NAME: Erik Daniel

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY
MY COMMISSION NO.: 2518149
MY COMMISSION EXPIRES: April 24 2029

ERIK DANIEL
Notary Public - California
Los Angeles County
Commission # 2518149
My Comm. Expires Apr 24, 2029

CONDOMINIUM NOTES:

THIS SUBDIVISION IS APPROVED AS A CONDOMINUM PROJECT FOR 24 UNITS WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

SPECIAL ASSESSMENT'S CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE NRISDICTION OF THE CITY OF BURBANK, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ _____
DATE CITY TREASURER, CITY OF BURBANK

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF BURBANK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT ALL PROVISIONS OF SUBDIVISION MAP ACT SECTION 66442 (a)(1), (2), AND (3), HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE _____ BY _____
NAME:
CITY ENGINEER

R.C.E. NO. _____

COUNTY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

DATE_____ _____
DIEGO G. RIVERA, DEPUTY
L.S. NO. 9742
EXPIRES 3/31/2027

TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY_____DATE_____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 84031 AS REQUIRED BY LAW

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY_____DATE_____
DEPUTY

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON NOVEMBER 19, 2024, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PALM TOWNHOMES, LLC ON NOVEMBER 19,2024. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED; AND THAT TIE NOTES FOR ALL CENTERLINE MONUMENTS ARE OR WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN 24 MONTHS FROM THE FILING DATE SHOWN HEREON.

Lawrence J. Schmahl SEPT 16 2025
LAWRENCE J. SCHMAHL DATE
LS. NO. 5748

LICENSED LAND SURVEYOR
LAWRENCE J. SCHMAHL L.S. 5748
STATE OF CALIFORNIA

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N41°17'17"E OF THE CENTERLINE OF THE PALM AVENUE AS SHOWN ON MAP OF TRACT NO. 50640 AS RECORDED IN BOOK 1194 PAGES 80 AND 81 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF BURBANK BY RESOLUTION NO._____ADOPTED,_____ APPROVED THE ATTACHED MAP. AND ACCEPTED ON BEHALF OF THE PUBLIC USE THE STREETS, HIGHWAYS AND OTHER PUBLIC WAYS SHOWN ON THIS MAP.

DATE_____ _____
CITY CLERK, CITY OF BURBANK

SCALE: 1':20'

TRACT NO. 84031

SHEET 2 OF 2 SHEETS

IN THE CITY OF BURBANK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

LEGEND:
INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

FOR CONDOMINIUM PURPOSES

SIXTH STREET

FD. MAG. SPK. & W. L.S. 5411 PER P.W.F.B. 1819-1069,1070. FITS ALL TIES ACCEPTED AS C/L INT.

℄ N48°42'30" W 192.59'

FD. MAG SPK. & W. L.S. 5411 PER P.W.F.B. 1819-1071,1072 FITS ALL TIES ACCEPTED AS C/L INT.

30'

N48° 42' 30"W 155.09'

NE'LY LINE OF LOT 1, BLK. 35 TOWN OF BURBANK M.R. 17-19-22

NOT A PART OF SUBDIVISION

560.36' 280.18' 500.36' 250.18'

250.16' 500.31' 30' 280.15' 560.30'

SW' LY LINE OF LOT 9, BLK 35 TOWN OF BURBANK MR 17-19-22 ESTAB. BY PRORATION PER SAID MAP

℄ 10' 10' SET SPK. & W LS 5748

7.5' 2.5' N48°42'57" W 155.08'

10' 10' 152.58'

FD. L & TAG LS 4016

2.50' WIDE STRIP OF LAND DEDICATED TO CITY OF BURBANK FOR PUBLIC STREET PURPOSES

FD. L&TAG LS 8518 NO REF. ℄ SET SPK. & W TAG LS 5748

30.00' 28.00' 2.00'

AVENUE 30'

20' 100.07'

℄ ALLEY 100.07'

"1"

15,518 SQ. FT. GROSS
15,268 SQ. FT. NET

ALLEY

100.06' 100.06'

PALM

17.5' N41°17' 10"E

FD. L&TAG LS 8510 NO REF. 10' 7.5' 7.5' 2.5' 152.58' N48°43'10" W 155.08'

2.00' FD. L&TAG LS 8510 NO REF. SET SPK. & W TAG LS 5748 28.00' 30.00'

15' SET SPK. & W LS 5748

30'

60'

NE' LY LINE OF LOT 15, BLK 35 TOWN OF BURBANK MR 17-19-22 ESTAB. BY PRORATION PER SAID MAP.

NOT A PART OF SUBDIVISION

℄ N41°17'10"E 180.11' 150.11' N41°17'10"E

150.09' N41°17' 17"E 180.09' N41°17' 17"E

SW'LY LINE OF LOT 19, BLK. 35 TOWN OF BURBANK M.R. 17-19-22

N48°43' 37"W 155.07'

30' 30'

℄ N48°43'37"W 192.57'

FIFTH STREET

FD. MAG. SPK. & W.LS 4016 PER PWFB. NO. 1819- 1949, 1950 FITS ALL TIES ACCEPTED AS C/L INTERSECTION

FD. MAG. SPK. & W.LS 4016 PER PWFB. NO. 1819- 1933, 1934 FITS ALL TIES ACCEPTED AS C/L INTERSECTION.

STAFF REPORT

PUBLIC WORKS

DATE: February 24, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director
By: John Molinar, Assistant Public Works Director – Streets and Waste Management

SUBJECT: Adoption of a Resolution Approving Contract Documents, Plans and Specifications, Authorizing Execution of a Construction Contract for Bid Schedule No. 1536 – Phase IIIA Side Slope Liner Expansion Project with Sukut Construction, LLC, and Finding of CEQA Exemption (14 CCR §15301), and Approval of the First Amendment to the Professional Services Agreement with Civil & Environmental Consultants, Inc.

RECOMMENDATION

1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AUTHORIZING EXECUTION OF A CONTRACT FOR BID SCHEDULE NO. 1536 – PHASE IIIA SIDE SLOPE LINER EXPANSION PROJECT WITH SUKUT CONSTRUCTION, LLC, AND FINDING OF CEQA EXEMPTION, AND APPROVING THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC (Attachment 1),
2. Approve a first amendment to the Professional Services Agreement with Civil & Environmental Consultants, Inc. for construction quality assurance services related to the Phase IIIA Side Slope Liner Expansion Project, and authorize the Public Works Director, as designee of the City Manager, to execute the first amendment and future amendments up to $30,000, provided that the funds are budgeted (Attachment 6).

BACKGROUND

The Burbank Landfill is a non-hazardous municipal solid waste landfill located within an unnamed canyon in the northern portion of the City. The landfill consists of three distinct

units: Landfill Nos. 1 and 2 have been closed for several decades, and Landfill No. 3 is active with over 90 more years of operating capacity.

The landfill is regulated under several permits issued by the State of California Los Angeles Regional Water Quality Control Board, the California Department of Resources Recycling and Recovery (CalRecycle), the South Coast Air Quality Management District, and the County of Los Angeles Department of Health Services. The Phase IIIA Side Slope Liner Expansion Project (Project) is an element of the overall and ongoing landfill operations for which a Mitigated Negative Declaration was adopted as part of Conditional Use Permit No. 2000-16 approved by the City of Burbank Planning Board Resolution No. 2802 on November 13, 2000.

DISCUSSION

This Project involves continuing the construction of the landfill's liner and leachate collection and removal system (LCRS), which is being built in phases as Landfill No. 3 continues to fill. The LCRS consists of a geosynthetic clay liner (GCL) and High Density Polyethylene (HDPE) liner system as required by the federal Resource Conservation and Recovery Act Subtitle D regulations. The work, which will take place within the existing footprint of Landfill No. 3 (Attachment 2), will be completed in compliance with the applicable regulatory agency requirements and the Project drawings and specifications for Bid Schedule No. 1536.

On November 5, 2025, and November 12, 2025, the City advertised Bid Schedule No. 1536. A bid opening was held on December 18, 2025. Sukut Construction, LLC submitted the lowest responsive, responsible bid of $1,698,490 (Attachment 3). The City elected to include the Alternate Bid Items for a total award of $1,870,840 (Attachment 4), which is 24.7% above the engineer's estimate of $1,500,000. This is due to the addition of the alternate bid items after the original estimate was calculated, which include subgrade slope improvements and wind uplift geosynthetic installation. Sukut Construction, LLC has performed similar work on landfill projects for other public agencies and is the selected vendor for Bid Schedule No. 1536.

If approved, the Project construction would commence in early March of 2026, with estimated completion by May 2026. The contractor will be required to coordinate with City staff to ensure that normal landfill operations are not impeded by the construction.

Public Works staff entered into a Professional Services Agreement with Civil & Environmental Consultants, Inc. (CEC) to provide permitting and regulatory consulting services related to the landfill, as well as bid support for this Project (Attachment 5) for a total of $11,200. Staff is requesting approval of a First Amendment to their PSA for construction quality assurance (CQA) services during the Project (Attachment 6). This will include oversight and inspection, sample collection and testing, required reporting

and general project coordination and management services in the amount of $156,300, bringing the total amount of the Professional Services Agreement to an amount not to exceed $167,500. Staff also requests that Council authorize the Public Works Director, as designee of the City Manager, to execute future amendments with CEC up to $30,000, to account for unforeseen circumstances that may arise during the project.

ENVIRONMENTAL REVIEW

Staff recommends Council find the Project Categorically Exempt from environmental review under California Code of Regulations, Title 14, Section 15301. Section 15301 exempts activities involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, including existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services. The Project includes the repairing and maintenance of the existing landfill within its original footprint, and will involve negligible or no expansion of capacity.

FISCAL IMPACT

Sukut Construction LLC's bid for this Project is $1,870,840 and Civil & Environmental Consultant's amendment for CQA services is $156,300, for a total of $2,027,140. With the addition of a 10% contingency ($202,714), the total project cost is $2,229,854. Future amendments to Civil & Environmental Consultants, Inc. would be authorized up to $30,000. Sufficient funding for the Bid Award and First Amendment is available in account number 498.PW31B.15032.0000.24928 (Phase IIIA Side Slope Liner Expansion).

CONCLUSION

Staff respectfully recommends that Council adopt the proposed resolution to approve contract documents, award a construction contract to Sukut Construction, LLC, find the adoption of the resolution categorically exempt from CEQA for Bid Schedule No. 1536 – Phase IIIA Side Slope Liner Expansion Project, and approve the First Amendment with Civil & Environmental Consultants, Inc. and authorize the Public Works Director, as designee of the City Manager, to execute the First Amendment and future amendments up to $30,000, provided that the funds are budgeted.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Location Map
Attachment 3 – Bid Summary
Attachment 4 – Bid Tabulation
Attachment 5 – Professional Services Agreement
Attachment 6 – First Amendment to the Professional Services Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, AUTHORIZING EXECUTION OF A CONTRACT FOR BID SCHEDULE NO. 1536 – PHASE IIIA SIDE SLOPE LINER EXPANSION PROJECT WITH SUKUT CONSTRUCTION, LLC, AND FINDING OF CEQA EXEMPTION, AND APPROVING THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Under Burbank Municipal Code Section 2-2-116, public works construction contracts must be awarded by the City Council after a formal bidding procedure and after compliance with the California Environmental Quality Act (CEQA).

B. Pursuant to notice provided according to law, bids for Bid Schedule No. 1536 – Phase IIIA Side Slope Liner Expansion Project (the "Project") have been received, publicly opened, declared, and evaluated.

C. The City Manager reports that the lowest responsive and responsible bid for the Project was received from Sukut Construction LLC, that the bid is as set forth below, and recommends that the bid be accepted.

D. The Plans and Specification for the Project are on file at the Public Works Department and the City Council Office. The City Council has reviewed and considered the Plans and Specifications for the Project and approves the Plans and Specifications.

E. Under the State CEQA Guidelines, 14 CCR §15301, the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use, is exempt from further environmental review. This Project includes the repairing and maintenance of the existing landfill within its original footprint, and will involve negligible or no expansion of capacity. Accordingly, no further environmental review is necessary.

F. Civil & Environmental Consultants, Inc. (CEC) provided bid support for this Project, and staff is requesting approval of a First Amendment to CEC's Professional Services Agreement (PSA) for construction quality assurance (CQA) services during the Project. This includes oversight and inspection, sample collection and testing, required reporting and general project coordination and management services. Bid support services were $11,200, and Department staff requests an amendment in the amount of $156,300 for a total amount of $167,500. Staff also requests Council to authorize the

Public Works Director, as designee of the City Manager, to execute future amendments up to $30,000.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Contract Documents consisting of all of the documents within Bid Schedule No. 1536, including but not limited to the Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal, Addendum(s), Bidder's Performance and Payment Bonds, Agreement, City of Burbank Additions and Amendments to the Standard Specifications for Public Works Construction, Special Provisions, and Plans and Specifications for Bid Schedule No. 1536 – Phase IIIA Side Slope Liner Expansion Project (collectively, the Contract Documents) are on file in the Public Works Department and City Council Office, are approved and adopted as the Contract Documents, Bid Schedule No. 1536, subject to final review and approval with changes as may be deemed necessary by the City Attorney.

2. The lowest responsive and responsible bidder for the Project in accordance with Bid Schedule No. 1536 is Sukut Construction LLC, whose address is 4010 W. Chandler Avenue, Santa Ana, CA 92704, and whose total lump-sum price of $1,870,840 is set forth in the Bidder's Proposal included in the Contract Documents, on file in the Procurement Services Division. This bid is accepted, and the City Manager or his designee is authorized to reject all other bids once the lowest responsive and responsible bidder has executed and forwarded all the necessary Contract Documents to the City.

3. The City Council has reviewed and considered the Plans and Specifications for the Project and approves the Plans and Specifications. The Public Works Director, or his designee, is authorized to approve any changes to the Plans and Specifications.

4. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations, Title 14, Section 15301, which exempts activities involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. This Project includes the repairing and maintenance of the existing landfill within its original footprint and will involve negligible or no expansion of capacity. Staff is authorized to file notice of this exemption in accordance with applicable law.

5. The First Amendment for Professional Services Agreement with Civil & Environmental Consultants, LLC for construction quality assurance (CQA) services during the Project is approved with a not-to-exceed amount of $156,300, subject to final review and approval with changes as may be deemed necessary by the City Attorney. The Public Works Director, as the City Manager's designee, is authorized to execute future amendments with Civil & Environmental Consultants, Inc. for up to $30,000, provided that the funds are budgeted.

6. The total Project budget for Bid Schedule No. 1536 shall be $2,229,854 (construction bid and Alternate Bid Items for a total award of $1,870,840 for Sukut Construction LLC and amendment for CQA services of $156,300 for Civil & Environmental Consultants, Inc. for a total amount of $2,027,140 with a 10% contingency in the amount of $202,714).

7. The City Manager or his designee is authorized to execute all necessary Contract Documents under Bid Schedule No. 1536, and future change orders (if any) up to the amount budgeted for the Project with such non-substantive changes may be approved by the City Attorney, and the City Clerk is authorized to attest.

PASSED and ADOPTED this ____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

_____
Catherine Kim
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ___ day of _____ 2026, by the following vote:

AYES:

NOES:

ABSENT:

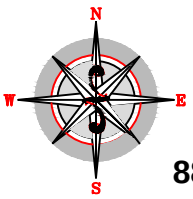
_____
Kimberley Clark, City Clerk



CITY OF BURBANK

Burbank Landfill No. 3

Phase III A Side Slope Liner Expansion



BS-1536

Attachment 2

N.T.S.

Bid Schedule No. 1536

BURBANK LANDFILL NO. 3 – PHASE IIIA SIDE SLOPE LINER EXPANSION

BIDDER	TOTAL SUM BID	BID DEPOSIT
Sukut Construction, Inc.	$1,698,490.00	10%
Azas Engineering, Inc.	NON-RESPONSIVE	
GrayMar Environmental Services, LLC	NON-RESPONSIVE	

Bid Schedule No. 1419 advertised in the Los Angeles Times on **November 5 & 12, 2025. Forty-Nine (47)** copies of the bid were downloaded, of which **Twenty-Seven (27)** identified themselves as Prime Contractors and **Three (3)** were received at the bid opening. There were no responses from:

All American Asphalt	Gueridon LLC
Allied Solutions	Hart Design Build Inc.
ARC Construction	James McMinn, Inc.
Bosco Constructors, Inc.	Jeremy Harris Construction
Caliagua, Inc.	Jeremy Harris, Inc.
Clarke Contracting	Medici Construction Group
El Capitan Environmental Services	Safety-Kleen Systems, Inc.
ERRG, Inc.	Sterns, Conrad & Schmidt, Consulting Engineers, Inc.
Fredrick Towers, Inc.	The Nazerian Group
Goovguide	US Builders & Consultants, Inc.
Granite Construction Company	Zusser Company Inc.

City of Burbank
Bid Results for Project BURBANK LANDFILL NO. 3 - PHASE IIIA SIDE SLOPE LINER EXPANSION (BS NO. 1536)
Issued on 11/05/2025
Bid Due on December 18, 2025 2:00 PM (PST)
Exported on 12/23/2025

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	Sukut Construction, LLC			
					Unit Price	Line Total	Subtotal	Response
1	Main Bid	Mobilization / Demobilization	LS	1	$165,000.00	$165,000.00		Yes
2	Main Bid	Layout of Work and Surveys	LS	1	$70,000.00	$70,000.00		Yes
3	Main Bid	Air Quality Board Waste Excavation Permit	LS	1	$25,000.00	$25,000.00		Yes
					Subtotal		$260,000.00	
4	Imported Items	Clearing, Grubbing and Stripping	AC	3	$12,000.00	$36,000.00		Yes
5	Imported Items	Selective Demolition	LS	1	$20,000.00	$20,000.00		Yes
6	Imported Items	Relocate Existing LFG Infrastructure - DO NOT USE	LS	1	$0.00	$0.00		Yes
7	Imported Items	Excavation	CY	3900	$14.00	$54,600.00		Yes
8	Imported Items	Refuse Excavation	CY	500	$14.00	$7,000.00		Yes
9	Imported Items	Earthfill	CY	300	$16.00	$4,800.00		Yes
10	Imported Items	Low-Permiability Layer	CY	800	$135.00	$108,000.00		Yes
11	Imported Items	Subgrade Preparation	SF	110000	$0.25	$27,500.00		Yes
12	Imported Items	Geosynthetic Clay Liner	SF	119600	$1.20	$143,520.00		Yes
13	Imported Items	60-mil Double-Sided Textured HDPE Geomembrane	SF	120100	$0.85	$102,085.00		Yes
14	Imported Items	Anchor Trenches	LF	1170	$60.00	$70,200.00		Yes
15	Imported Items	Existing Phase I / II B Liner Tie In	LF	1010	$75.00	$75,750.00		Yes
16	Imported Items	Side Slope Liner Termination	LS	1	$10,000.00	$10,000.00		Yes
17	Imported Items	LCRS Gravel	CY	570	$165.00	$94,050.00		Yes
18	Imported Items	8 oz/sy Nonwoven Geotextile	SF	30300	$0.45	$13,635.00		Yes
19	Imported Items	16 oz/sy Nonwoven Geotextile	SF	105000	$0.70	$73,500.00		Yes
20	Imported Items	Operations Layer Bench	CY	1170	$50.00	$58,500.00		Yes
21	Imported Items	Operations Layer Slope	CY	6130	$30.00	$183,900.00		Yes
22	Imported Items	6-inch Dia. HDPE SDR 11 Solid Pipe	LF	390	$75.00	$29,250.00		Yes
23	Imported Items	Sediment and Erosion Control During Construction	LS	1	$45,000.00	$45,000.00		Yes
24	Imported Items	Side slope Geomembrane Sandbag Anchor Installation	LS	1	$50,000.00	$50,000.00		Yes
25	Imported Items	Decommissioning of Soil Vapor Extraction (SVE) Wells SVE-1 and SVE-2	EA	2	$5,000.00	$10,000.00		Yes
26	Imported Items	Furnish and Install New 4-inch HDPE Laterals	LF	2520	$35.00	$88,200.00		Yes
27	Imported Items	Furnish and Install New Horizontal Wellheads and Manifold Assembly	EA	7	$13,000.00	$91,000.00		Yes
28	Imported Items	Furnish and Install 18" Road Crossings	LF	120	$200.00	$24,000.00		Yes
29	Imported Items	Decommissioning of Existing East Side Laterals	LS	1	$18,000.00	$18,000.00		Yes
					Subtotal		$1,438,490.00	
		Total					**$1,698,490.00**	
		Bid Alternates (Not to be included in Bid Evaluation)						
30	Alternate Items	Subgrade Slope Improvement (16 oz. Nonwoven Geotextile)	SF	10000	$1.00	$10,000.00		Yes
31	Alternate Items	Subgrade Slope Improvement (Side Slope Soil Veneer)	CY	1000	$85.00	$85,000.00		Yes
32	Alternate Items	Side Slop Wind Uplift Geosynthetic Installation	SF	91000	$0.85	$77,350.00		Yes
					Subtotal		$172,350.00	
		Total, with City electing to add all bid alternates to award.			Total		$1,870,840.00	

Location	Santa Ana, CA
CSLB License & Expiration	985106, A, B, C21, C61/D49 & Haz - 7/31/2027
DIR Contractor Registration	1000001133 - 6/30/2027
Acknowledgement of Addenda 1 - 3	Yes
Bidder's Bond	10% of Amount Bid
Noncollusion Declaration Signed & Attached	Yes
Workers' Compensation Certification Signed & Attached	Yes
Subconctor List Complete & Attached	Yes
References Attached	Yes
IIPP Certification Signed & Attached	Yes

PROFESSIONAL SERVICES AGREEMENT

by and between

THE CITY OF BURBANK

and

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

dated as of November 1, 2025

Landfill Phase IIIA Side Slope Liner Project Support

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this **first day of November, 2025** (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **CIVIL & ENVIRONMENTAL CONSULTANTS, INC.** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

City and Consultant agree as follows:

1.0 Services. Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the "Scope of Services" set forth on Exhibit A to this Agreement (the "Scope of Services"). The initiation of service by the Consultant should not commence until all of the following conditions have been satisfied:

(a) Consultant has furnished all of the insurance documents required by Section 10.0 below; and

(b) Consultant has furnished any required supporting documentation required by Sections 16.0 below.

(c) Consultant shall perform each service within the Scope of Services only to the extent of the specific written authorization or notice to proceed provided by the City Project Manager, which shall direct the Consultant to proceed with the services listed in the Scope of Services, or any portion therein. To the extent that the Scope of Services involves more than one service, Consultant shall only be entitled to payment for services upon City Project Manager's written authorization or notice to proceed with such service. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the City Project Manager. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless City and Consultant have agreed in writing before the performance of extra services that are beyond the Scope of Services, City shall have no liability for such extra services and Consultant shall have no right to claim compensation for such extra services or

expenses. The applicable hourly rates for authorized extra services shall be at the hourly rates set forth in the Schedule of Compensation (Exhibit B) unless otherwise agreed to by the parties in writing.

2.0 Term of Agreement; Termination.

2.1 Term. The term of this Agreement is from the Effective Date until **October 31, 2026,** provided, however, that the term of this Agreement may be extended by written amendment executed by authorized representatives of each of the Parties, provided funds have been appropriated by City Council, or may be earlier terminated as provided in Section 2.2 below (the "Term").

2.2 Termination by City. The City may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Consultant thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.

2.3 Effect of Termination. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) days following submission and approval of a final invoice by Consultant unless termination is for cause. In the event that such termination was for cause, Consultant shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the City to the Consultant under this Agreement shall not exceed the sum of **Eleven Thousand Two Hundred Dollars ($11,200.00)** (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Consultant shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Consultant unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

4.1 The staff person designated by Consultant to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Lindsey Angell, Principal
2356 Gold Meadow Way, Suite 120
Gold River, CA 95670
(916) 503-0050
langell@cecinc.com

Representative shall be a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, City on the progress of the work. The Consultant may, from time to time, remove or replace the Representative designated in this Agreement only with prior written consent by the City's Designated Official.

4.2 The services to be performed by Consultant shall be accomplished under the general direction of, and coordination with, the staff person designated by the City serving as the project manager (the "City Project Manager"). The City Project Manager designated by the City for day-to-day administration of this Agreement shall be:

John Molinar
Assistant Public Works Director – Street and Sanitation
124 S. Lake Street, Burbank, CA 91502
(818) 238-3800
jmolinar@burbankca.gov

The City may, from time to time, remove or replace the City Project Manager designated in this Agreement by written notice to Consultant. The City Project Manager has no authority to execute any amendments, consents or waivers on behalf of the City.

4.3 With respect to matters that extend beyond the day-to-day administration of this Agreement, the City designates the Damian Skinner, Interim Public Works Director (the "Designated Official") to handle such matters.

(818) 238-3915
Dskinner@burbankca.gov

5.0 **Invoicing and Payment.** Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form reasonably satisfactory to the City Project Manager. Invoices shall be made no more frequently than on a monthly basis and no less frequently than every 60 days, and shall describe in reasonable detail the work performed (including a list of hours worked by personnel classification) together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after City's approval of such invoice.

6.0 **Standard of Skill.** Consultant, and Consultant's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Consultant shall be with the degree of skill and diligence normally practiced in the industry for which Consultant is being retained by the City ("Standard of Care"). To the extent that Consultant's industry is subject to guidelines, rules or other standards, Consultant shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Consultant's work by the City shall not operate as a release of the Consultant from such standard of care.

7.0 **Independent Contractor.** Consultant is retained and engaged by the City only to the extent set forth in this Agreement, and the Consultant's relationship to the City is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for City's officers or employees. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Consultant (including any of its officers, employees or other agents) of its obligations under this Agreement. Consultant has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.

8.0 **Hold Harmless and Indemnity.** Consultant shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. To the fullest extent provided by law, Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability

occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement.

8.2 General Liability Indemnification. Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage personal injury, wrongful death, general liability, automobile, or infringement of any intellectual property rights (including, copyright, patent and trademark), to the extent of any error, negligence, recklessness, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Consultant of this Agreement. The duty to defend shall include payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

8.3 Professional Liability Indemnification. Consultant shall also indemnify, hold harmless, and reimburse defense costs of City its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including to the proportionate extent arising out or resulting from the negligent performance of professional Services under this Agreement of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors.

8.4 No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.0 below.

9.0 Correction or Re-Performance of Work. If City believes that any of the work performed under this Agreement does not comply with the terms and for professional services the Standard of Care as defined in Section 6 of this Agreement, City may deliver notice to Consultant. Such City's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon City's sole discretion, may also make a request for Consultant to re-perform the services. If

City requests Consultant to re-perform services, Consultant shall promptly re-perform the services at no additional cost to City in a reasonably timely manner. Should Consultant fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Consultant hereunder or charged to Consultant with such amounts to be paid by Consultant within thirty (30) days of receipt of such invoice.

10.0 Insurance.

10.1 Insurance Coverage. Consultant shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.

10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Consultant under this Agreement, Consultant shall provide the City with copies of certificates (on an Accord form as modified per City direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the City, Consultant shall deliver a copy of its insurance policies.

10.3 Failure to Maintain Insurance. If Consultant receives a cancellation notice of any insurance required by this Agreement, Consultant shall, within one day of receipt, forward said notice to City Project Manager. If Consultant at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

11.0 Work Product.

11.1 Deliverables. Consultant shall deliver to the City the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The City may also request, and Consultant shall provide to City, copies of all other information developed in the course of the Consultant's performance of this Agreement. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all Work Product

produced by the Consultant. Consultant represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

11.2 Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

12.0 Confidentiality.

12.1 Non-Disclosure Exemptions. Consultant may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in the California Public Records Act.

12.2 Confidentiality Obligation. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Consultant has secured such customer's express, written consent to release of such customer's information, (c) any information classified by City as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by City until City has advised Consultant in writing that such information may be released.

13.0 Acceptance of Final Payment by Consultant. The acceptance by Consultant of the final payment made under this Agreement shall release City from all claims and liabilities for compensation to or for the benefit of Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided,

however, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, agents, subcontractors and subconsultants for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Consultant; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, agents, subcontractors and subconsultants.

14.0 **Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City, the Designated Official or the City Project Manager. Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Consultant shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 **Conflict of Interest.** Consultant agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Consultant represents and warrants that it is unaware of any City employee or official that has a financial interest in Consultant's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer or accept any financial interest in Consultant's business by any City employee or official.

16.0 **Payee Registration Form.** City shall provide a Payee Registration Form to Consultant and Consultant shall deliver a completed registration form to the City. Consultant acknowledges that this form is necessary for the City to process any payment for services hereunder.

17.0 **Non-Appropriation of Funds.** Payments due and payable to Consultant for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

18.0 **Compliance with Laws.** Consultant agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules

and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

18.1 Permits and Licenses. Consultant, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18.2 Anti-Terrorism Laws; Sanctions. The Consultant represents and warrants that:

(1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism);

(2) it does not engage in any dealings or transactions with any such persons described above; and

(3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

19.0 Meet and Confer. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

20.0 Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a

specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Consultant's liability is limited in the aggregate to five million dollars ($5,000,000) for all work provided under the Agreement, except for liability arising from Consultant's gross negligence or willful misconduct.

Consultant and Client waive any claim against each other for consequential, indirect, special or punitive damages, other than related to Consultant's general liability indemnity under paragraph 8.2.

21.0 **Integrated Agreement; Construction.** This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

22.0 **Amendment; Modification.** This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

23.0 **Assignment.** This Agreement is personal to the Consultant and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Consultant is voidable in the City's sole discretion.

23.1 This Agreement is not exclusive. The City may procure similar services elsewhere regardless of a valid unexpired Agreement with Consultant.

24.0 **Use of the Term "City."** Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25.0 **Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

26.0 **Execution Counterparts.** This Agreement may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Agreement with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Agreement by a Party, and transmitted electronically as described in this Section to the other Party.

27.0 **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

28.0 **Survival.** The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

29.0 **Notices.** Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO CITY:

The City of Burbank
Public Works
Attention: John Molinar
124 S. Lake Street, Burbank, CA 91502
jmolinar@burbankca.gov

With a copy to:

The City of Burbank
Public Works
Attention: Damian Skinner
150 N. Third Street, Burbank, CA 91502
dskinner@burbankca.gov

TO CONSULTANT:

Civil & Environmental Consultants, Inc.
Attention: Lindsey Angell
2356 Gold Meadow Way, Suite 120, Gold River, CA 95670
langell@cecinc.com

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

30.0 **Safety Requirement.** To the extent that Consultant performs any work on premises owned or leased by the City, the Consultant agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, should immediately be reported to the City Project Manager.

31.0 **Copyright.** In the event Consultant creates an original work product as part of the Scope of Services ("work product"), Consultant agrees that work product is a work made for hire. Consultant acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for–hire as defined in 17 U.S.C. 101, then Consultant hereby transfers any and all interest of the copyright(s) in the work product to City. This transfer and assignment are irrevocable and in perpetuity.

Further, Consultant represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to City prior to the completion of the Scope of Services. Consultant indemnifies and defends City as to any damages arising out of or relating to a breach of this representation.

If applicable, Consultant agrees to provide all log-in credentials for social media and other on-line electronic platforms to City within ten (10) days of establishing same, which shall allow City at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should City choose to do so. In any event, upon the conclusion of Consultant's services, Consultant shall no longer utilize any log-in credentials or electronic on-line platforms.

32.0 **Prevailing Wages.** To the extent that the Consultant performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Consultant agrees that it shall comply with this Section. The Consultant, and any subcontractor or subconsultant working on behalf of the Consultant with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Consultant shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Consultant must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than $25,000.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"CONSULTANT"
Civil & Environmental Consultants, Inc.

Signature

Lindsey Angell
Name (Please Print)

Principal
Title

If Consultant is a corporation or LLC, a second signature is required:

Signature

Dennis Miller
Name (Please Print)

Vice President
Title

"CITY"
City of Burbank

Signature

Damian Skinner
Name (Please Print)

Interim Public Works Director
Title

Approved as to Form
Burbank City Attorney's Office

By:
Signature

Catherine Kim
Name

Assistant City Attorney
Title

EXHIBIT A
SCOPE OF SERVICES

Consultant shall perform the following services for the benefit of the City:

Civil & Environmental Consultants, Inc. (CEC) will provide bid support for the City's Phase IIIA Liner project that will increase available airspace at Burbank Landfill No. 3.

Bid Support

At the request of the City CEC will assist in the bidding process for each stage of bidding. This will include the following:

- Coordinating pre-bid meeting;
- Receiving and compiling bidder questions and responses;
- Verifying bidders meet the minimum qualifications of the *Technical Specifications*; and
- Tabulating the bids and identifying a recommended contractor.

This task will include the Project Manager and CQA Engineer to attend in the pre-bid meeting in person. The deliverables for this task are the compiled bidder question and responses, and tabulated bids with contractor recommendation for the City.

All deliverables provided under this Agreement shall be in form and substance reasonably satisfactory to City.

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services as set forth in Section 3.0.

Task Orders will be issued for each support request estimated to be over $5,000.00 completed under this Agreement. Once approved, Task Orders will be attached to this Agreement and labeled "EXHIBIT D- [*insert Task Order number*]."

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

□ **Time and Materials**: The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this Agreement at the following rates:

Title	Rate
Vice-President	$ 320.00
Senior Principal	$ 314.00
Principal	$ 283.00
Senior Consultant	$ 304.00
Senior Project Manager	$ 252.00
Project Manager III - Engineer	$ 232.00
Project Manager III	$ 232.00
Project Manager II	$ 206.00
Project Manager	$ 172.00
Project Manager I	$ 172.00
Assistant Project Manager	$ 158.00
Assistant Project Manager	$ 158.00
Project Scientist	$ 136.00
Project Consultant	$ 136.00
Staff Consultant	$ 120.00
Staff Scientist	$ 120.00

Title	Rate
Designer	$ 129.00
Senior Designer	$ 129.00
Senior Technician	$ 124.00
Survey Technician II	$ 129.00
Cadd Technician	$ 107.00
Cad Operator	$ 110.00
Field Technician	$ 110.00
GIS Analyst II	$ 118.00
Survey Technician I	$ 118.00
Office Manager	$ 107.00
Seasonal Intern	$ 86.00
Administrative	$ 86.00
Secretary	$ 86.00
CQA Tech Prev Wage	$ 180.00
CQA Tech Prev Wage - OT 1.5	$ 270.00
CQA Techn Prev Wage - OT 2.0	$ 360.00

EXHIBIT C
INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**. Coverage shall be at least as broad as:

1. **Commercial General Liability**: Insurance Services Office Form CG 00 01 covering commercial general liability insurance ("CGL") on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **$2,000,000**.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant's profession ("E&O Insurance"), with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law.

Claims Made Policies. For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The "Retroactive Date" must be shown, and must be before the Effective Date.

2. Insurance must be maintained and evidence of insurance must be

provided *for at least three (3) years after completion of the work required under the Agreement.*

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Agreement Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. **City shall inform Consultant if such insurance is required.**

Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant's Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than **$1,000,000** per claim or occurrence and **$2,000,000** aggregate per policy period of one year. **City shall inform Consultant if such insurance is required.**

EXHIBIT D- ***[Insert Task Order Number]***

TASK ORDER

TASK TITLE: _____

CITY'S PROJECT MANAGER (*Requestor*): _____

CONSULTANTS PROJECT MANAGER: _____
Key personnel that Consultant will be using for the specific Task:

SUBCONSULTANTS (If applicable):

TASK DESCRIPTION/SCOPE OF SERVICES
Describe services to be performed, including deliverables to be received by City.

1.
2.

SCHEDULE/ DELIVERABLES/ ESTIMATED COST OF SERVICE

Task/Activity	**Task Duration**
Deliverable	**Deliverable Due**
Estimated Cost of Service by Task	**Est of Hours, and or Cost of Service**

FEE

Fees are time-and-materials unless otherwise stated and shall be invoiced once a month pursuant to the Agreement.

Consultant shall only proceed with each Task(s) upon a specific Notice to Proceed from the City, authorizing Consultant to conduct each specific Task(s).

Consultant shall only be entitled to payment for services in connection with each phase upon receipt of City's written Notice to Proceed with such phase.

"CONSULTANT" Civil & Environmental Consultants, Inc.	"CITY" City of Burbank
_____ Signature	_____ Signature
_____ Name (please print)	_____ Name (please print)
_____ Title	_____ Title

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
LANDFILL PHASE IIIA SIDE SLOPE LINER PROJECT SUPPORT

DATE: February 24, 2026

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Damian Skinner
Title: Public Works Director
Telephone: (818) 238-3800

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Representative: Name: Lindsey Angell
Title: Principal
Telephone: (916) 503-0050
Email: langell@cecinc.com

Mailing Address: 2356 Gold Meadow Way, Suite 120
Gold River, CA 95670

TERM:

Original Commencement date:	November 1, 2025
Original Completion date:	October 31, 2026
First Amended Completion date:	No Change

COST OF SERVICE:

Original Cost of Service:	$11,200.00
First Amendment to Cost of Service:	+$156,300.00
Revised Cost of Service:	$167,500.00

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment"), is made and entered into the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and **CIVIL & ENVIRONMENTAL CONSULTANTS, INC.** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated November 1, 2025 ("Agreement") for Consultant to provide Landfill Phase IIIA Side Slope Liner Project support. Now City and Consultant desire to amend the Agreement with this First Amendment to Professional Services ("First Amendment") in order to provide construction quality assurance services. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

2.0 Amendment to Services. In addition to the services to be performed in the Agreement, Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every of the additional services set forth on the "Amended Scope of Services" attached hereto as Exhibit A-1. The initiation of Service by the Consultant will commence upon receipt of a written notice from the Designated Official or Project Manager authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official or Project Manager.

3.0 Amendment to Compensation. The total compensation payable by the City to the Consultant as set forth in Section 3.0 of the Agreement is hereby amended to a not-to-exceed amount of One Hundred Sixty-Seven Thousand Five Hundred Dollars ($167,500.00). The City shall pay for the amended services of Consultant set forth in Exhibit A-1 as indicated on the "Amended Schedule of Compensation" attached hereto as Exhibit B-1.

4.0 Execution Counterparts. This First Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this First Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this First Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

5.0 Ratification of Professional Services Agreement. All other provisions of the Agreement dated November 1, 2025, not inconsistent with this First Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this First Amendment, the Parties have executed this First Amendment on the date indicated above.

[Signature Page on the Following Page]

"CONSULTANT"
Civil & Environmental Consultants, Inc.

Signature

Lindsey Angell
Name (Please Print)

Principal
Title

If Consultant is a corporation or LLC, a second signature is required:

Signature

Dennis Miller
Name (Please Print)

Vice President
Title

"CITY"
City of Burbank

Signature

Damian Skinner
Name (Please Print)

Public Works Director
Title

ATTEST:
Office of the City Clerk

Kimberley Clark, City Clerk

Approved as to Form
Burbank City Attorney's Office

By:

Signature

Catherine Kim
Name

Assistant City Attorney
Title

EXHIBIT A-1

AMENDED SCOPE OF SERVICES

Consultant shall perform the following additional/amended services for the benefit of the City:

Civil & Environmental Consultants, Inc. (CEC) will provide Construction Quality Assurance (CQA) services for the Phase IIIA Side Slope Liner Expansion Project (Phase IIIA Liner) at Burbank Landfill No. 3 in Burbank, California.

1.0 PROJECT UNDERSTANDING

Based on discussions between the City and CEC, CEC understands that the City plans to construct the Phase IIIA Liner in Spring 2026 to increase available airspace at the site. CEC understands the Phase IIIA Liner Design Report has been approved by the Regional Water Quality Control Board. CEC's scope of services is based on the discussions with the City and the Phase IIIA Liner Design Report and the Project documents, including the CQA plan, technical specifications, and construction drawings, prepared by WSP USA, Inc.

CEC understands the City anticipates to start the Project in March 2026 with an approximate duration of six (6) weeks. Therefore, CEC assumes our Construction Quality Assurance (CQA) Technician will be onsite eight (8) hours per day, five (5) days per week, for six (6) weeks. It is also CEC's understanding that construction may commence later, pending weather and availability of construction materials. Should the approved contractor schedule vary from the assumed schedule, a change order may be necessary.

CEC assumes an "Issued for Construction" Construction Drawing set will be provided for our review prior to construction. The current drawing set, "Issued for RWQCB" does not specify whether subgrade conditions meet Technical Specification 2200, Section 3.06 Preparation of Subgrade. CEC assumes subgrade preparation and improvements will be determined after clearing and grubbing activities. If CEC determines that (per the CQA Plan, Construction Drawings, and Technical Specifications) subgrade improvements are necessary, the construction duration will likely increase and additional material testing and CQA field services are expected to be needed. CEC will consult with the City following the completion of the subgrade assessment.

The City's objective for this scope of work is to contract professional services that will implement the approved CQA Plan and provide documentation that Phase IIIA Liner has been constructed in accordance with the approved construction documents. Consequently, CEC has prepared the scope of work described in the following sections.

2.0 SCOPE OF SERVICES

CEC will implement the approved CQA Plan for construction of the approximate 2.5 acre Phase IIIA liner at Burbank Landfill No. 3. Implementing the CQA Plan is anticipated to require the following tasks:

Task 1 – CQA Field Services
Task 2 – Sample Collection, Shipping, and Testing Services
Task 3 – CQA Certification Letter
Task 4 – Project Coordination and Management

Task 1 – Construction Quality Assurance Field Services

CEC will provide on-site, full-time CQA services during the approximate 2.5-acre Phase IIIA Liner Construction at Burbank Landfill No. 3. CEC will follow the approved CQA Plan, Construction Drawings, and Technical Specifications to conduct CQA services for this Project.

- The CQA Project Manager will prepare the agenda and run all Project meetings (pre-construction, progress meetings and resolution meetings [if necessary]). The CQA Project Manager will document and provide meeting minutes of all meetings. CEC has assumed the CQA Engineer will attend the pre-construction meeting, and three (3) weekly meetings in-person and the final walk through. Resolution meetings (if necessary) and the remaining meetings will be attended virtually by the CQA Project Manager and the CQA Engineer.

- The CQA Technician(s) will observe and document the following:
    - Construction activities including low-permeability soil placement, soil veneer placement (if required), subgrade preparation, gravel placement, operations layer placement, and earthfill placement;
    - Geotextile, geosynthetic clay liner (GCL), and geomembrane installation;
    - HDPE pipe fusing and installation;
    - Drainage infrastructure installation; and
    - Landfill gas infrastructure installation.

Specifically, the CQA Technician will perform the following tasks:

- Monitor construction methods in accordance with the Technical Specifications;
- Collect and submit material samples for analytical laboratory testing;
- Verify construction and earthwork materials meet the Technical Specifications;
- Coordinate with the contractor, as necessary;
- Coordinate with the geosynthetic deliveries, and the Geosynthetic Installer;
- Perform soil moisture-density testing using a nuclear moisture-density gauge (if necessary);
- Document geosynthetic deployment, seaming/welding, testing and repairs;

- Document construction activities with strategic digital photos daily/weekly confirming construction methods and procedures (e.g., types of equipment and their usage); and
- Prepare daily field reports (DFRs) to document the work completed each day including two field photos and issues encountered and how they were resolved.

Task 2 – Sample Collection, Shipping, and Testing Services

Soils and Gravel Testing

CEC will collect and ship pre-construction and construction soil and gravel samples to Geocon of Burbank, California to provide the laboratory testing services required by the Project Technical Specifications. This task includes the estimated costs associated with shipping and testing the samples.

CEC understands the urgency in receiving preliminary hydraulic conductivity results for the low-permeability soil and gravel samples not to impede construction progress. CEC will review conformance submittal information prior to collecting and testing a sample. We anticipate hydraulic conductivity of low-permeability soil may take up to two (2) weeks to be completed for each sample. CEC will track each sample through the testing process to confirm the times the sample was taken, placed into the testing apparatus, the date of preliminary hydraulic conductivity results provided to the contractor and the final hydraulic conductivity results. Results of the testing, including preliminary, will be shared with the Project Team on a weekly basis.

This task also includes review of the testing results by the Project Team.

Geosynthetic Testing

TRI Environmental, Inc. (TRI), on behalf of CEC, will coordinate with geosynthetic manufacturers to arrange samples to be delivered to their laboratory in Anaheim, California for conformance testing. CEC will review conformance testing against the Technical Specifications. Interface shear testing will be performed by SGI Testing Services (SGI) of Norcross, Georgia. CEC will collect soil samples to be sent to SGI and will coordinate which geosynthetic samples shall be sent to SGI following the conformance testing results are reviewed.

During construction, CEC will identify the required sample locations based on the Project documents, and coordinate with the Geosynthetics Installer to collect and ship destructive samples to TRI, who will provide the laboratory testing services required by the Technical Specifications.

This task also includes review of the test results by the Project Team.

Task 3 – CQA Certification Report

CEC will prepare a CQA Certification Report in accordance with the CQA Plan. The CQA Certification Report will include a description of the construction sequence and CQA activities, photographs of construction activities, CQA documentation (field logs, photographs, etc.), soil and aggregate test results, geosynthetic test results, Record Drawings prepared by others, and a statement signed by a California Registered Professional Civil Engineer certifying that the Project was constructed in general accordance with the construction documents. Data compilation for the CQA Certification Report will be completed as the project progresses. This data will be entered weekly as the data is received from the field and laboratories. The CQA Project Manager and support staff will review this information weekly to verify conformance with the Technical Specifications.

Task 4 – Project Coordination and Management

The CQA Project Manager will manage the Project during its duration. Based on the requirements of the Technical Specifications, the CQA Project Manager will spend on average eight (8) hours per week managing the Project and generally performing the following:

- Complete weekly meeting agendas and submittals to the City;
- Coordinate with the City's Project Manager;
- Coordinate with the Design Engineer;
- Coordinate with the Contractor;
- Coordinate with the Geosynthetic Installer;
- Coordinate with the Surveyor;
- Coordinate with the geosynthetic manufacturers and testing laboratory;
- Review submittals and RFIs;
- Review material certifications;
- Review results and status of CQA field and laboratory testing; and
- Oversee compilation of CQA report

This task also includes attendance and travel for the Project Manager and CQA Engineer to attend in five (5) in-person meetings, the pre-construction meeting, three (3) weekly meetings, and final walk through. It should be noted that this project management task is internal to CEC. CEC is not serving as the overall project manager for the Project, nor is CEC acting as the general contractor, scheduling/coordinating with contractors, maintaining and/or operating the construction areas.

ASSUMPTION AND LIMITATIONS

Our scope of services and estimated fees for the project involve the following:

- The Project schedule duration is six (6) weeks, with the CQA Technician working eight (8) hours per day, five (5) days per week during construction. A daily per diem rate of $277 for meals and lodging has been incorporated into the budget for the

CQA Technician. During non-working weekend days the CQA Technician will either charge per diem for two days at a rate of $277 per day, or travel back and forth from the CEC San Diego office. We have assumed no overtime or weekend work will be allowed.

- If the actual Project time exceeds the assumed time frame, additional field services will be completed on a time-and-material (T&M) basis in accordance with the hourly rate and other rates included in the attached Exhibit B-1 Amended Schedule of Compensation.
- CEC will provide one CQA Technician during the estimated six (6) weeks of construction. If actual Project schedule requires an additional CQA Technician to onsite for simultaneous earthwork and geosynthetic construction, additional field services will be completed on a time-and-material (T&M) basis in accordance with the hourly rate and other rates included in the attached Exhibit B-1 Amended Schedule of Compensation.
- The Project is subject to prevailing wage under California Labor Code §1720, et. Seq and data reporting and management is required. Our CQA technician will be paid a prevailing wage rate as identified in the attached Exhibit B-1 Amended Schedule of Compensation.
- City will provide space for CEC to perform in-field laboratory testing, CEC personnel to prepare paperwork and perform material testing on-site. CEC will use City staff's cellular phone to obtain internet access, if necessary, and prepare Daily Field Reports (DFRs) during the workday using an on-site laptop computer. If required, CEC can provide a mobile office with a generator for an additional fee.
- CEC will notify the City, in advance, if we anticipate that we might exceed the Project budget.
- Full day delays during the Project, beyond the control of CEC (such as weather), will result in a fee of $366/day to cover meals and lodging for our technician during stand-by time onsite. CEC will use this time to work on the CQA report as feasible. Contractor delays beyond a week may require demobilization and/or 40 hours of standby time. These situations will be discussed with the City, as required.
- CEC will perform liner subgrade inspection in accordance with the CQA plan, Construction Drawings, and Technical Specifications. As needed, CEC will discuss with the City if subgrade improvements are required. If required, additional field services will be completed on a time-and-material (T&M) basis in accordance with the hourly rate and other rates included in the attached Exhibit B-1 Amended Schedule of Compensation.

The scope of services noted above will be provided with the following limitations to our services.

1. CEC's field representative will not direct the work and specify or recommend construction methodologies. Furthermore, the general contractor has the sole responsibility for construction site safety in accordance with all applicable federal, state, and local regulations.
2. CEC's field representative will not have the authority to stop work. If deficiencies with respect to the construction are observed, CEC will advise the general contractor and immediately notify the City.

3. CEC will not have the authority to make revisions, modifications, and additions to drawings and documents prepared by others.

PROJECT SCHEDULE

CEC will provide a draft CQA report within three (3) weeks of substantial construction completion. The final CQA report will be furnished within one (1) week after receiving comments from the City, pending receipt of as-built drawings.

All deliverables provided under this Agreement shall be in form and substance reasonably satisfactory to City.

EXHIBIT B-1

AMENDED SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

□ Time and Materials: The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this Agreement at the following rates:

COST ESTIMATE		
TASK	**DESCRIPTION**	**COST**
1	CQA Field Services	$70,200
2	Sample Collection, Shipping, and Testing Services	$23,400
3	CQA Certification Report	$16,300
4	Project Management and Coordination	$46,400
	TOTAL	$156,300

*Excludes geosynthetic materials shipping for conformance testing.

Title	**Rate**
Vice-President	$ 320.00
Senior Principal	$ 314.00
Principal	$ 283.00
Senior Consultant	$ 304.00
Senior Project Manager	$ 252.00
Project Manager III - Engineer	$ 232.00
Project Manager III	$ 232.00
Project Manager II	$ 206.00
Project Manager	$ 172.00
Project Manager I	$ 172.00
Assistant Project Manager	$ 158.00
Assistant Project Manager	$ 158.00
Project Scientist	$ 136.00

Title	**Rate**
Designer	$ 129.00
Senior Designer	$ 129.00
Senior Technician	$ 124.00
Survey Technician II	$ 129.00
Cadd Technician	$ 107.00
Cad Operator	$ 110.00
Field Technician	$ 110.00
GIS Analyst II	$ 118.00
Survey Technician I	$ 118.00
Office Manager	$ 107.00
Seasonal Intern	$ 86.00
Administrative	$ 86.00
Secretary	$ 86.00

Project Consultant	$ 136.00
Staff Consultant	$ 120.00
Staff Scientist	$ 120.00

CQA Tech Prev Wage	$ 180.00
CQA Tech Prev Wage - OT 1.5	$ 270.00
CQA Techn Prev Wage - OT 2.0	$ 360.00

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: February 24, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Assistant Community Development Director – Planning
Amanda Landry, Principal Planner
Fatima Benitez, Associate Planner
BY: Alyssa Meredith, Senior Administrative Analyst

SUBJECT: Approve and Authorize the Community Development Director to Execute a Fourth Amendment to the On-Call Professional Services Agreement with Moore, Iacofano, Goltsman to Extend the Term from March 16, 2026 to March 16, 2027

RECOMMENDATION

Approve and authorize the Community Development Director, as the designee of the City Manager, to execute a Fourth Amendment to the On-Call Professional Services Agreement between the City of Burbank and Moore, Iacofano, Goltsman (MIG) to extend the term of the agreement from March 16, 2026 to March 16, 2027.

BACKGROUND

In late 2020, the City released a formal Request for Proposals for on-call professional services to support various departments. 56 proposals were received from qualified firms to perform professional services on an on-call basis for three years, plus up to two annual renewals. On March 16, 2021, the City Council approved the 56 qualified firms, which included MIG. The City entered into an On-Call Professional Services Agreement with MIG for an initial term of three years and exercised two optional annual renewals. The current agreement with MIG expires on March 16, 2026.

DISCUSSION

Per Council direction, staff is in the process of developing a permanent Outdoor Dining in Private Parking Lots Program (Project), with funding for the Project included in the Fiscal

Year (FY) 2025-26 Adopted Budget. In October 2025, staff engaged MIG to be the primary consultant to manage and complete the Project in collaboration with City staff and subconsultant Fehr and Peers. MIG is overseeing the Project schedule, and preparing technical analysis/ reports, environmental assessments, and presentation materials. The scope of work includes reviewing existing regulations and conditions, researching and identifying best practices from other jurisdictions, analyzing parking and transportation impacts, identifying suitable locations for outdoor dining, and developing new regulations. MIG is also responsible for designing and facilitating a public outreach process, including community meetings and presentations to the Planning Commission and Council, and preparing all related materials. City staff supports meetings logistics, participates in engagement activities, and retains responsibility for final policy directions, program adoption, implementation, and ongoing administration of the outdoor dining program. The entire scope of work is anticipated to take approximately 14 months to complete.

The current agreement with MIG is scheduled to expire on March 16, 2026; however, staff anticipates that work associated with the Project will extend beyond the current contract term. MIG and City staff held a project kick-off in November 2025, and Phase 1 of the project was recently completed. Phase 1 consisted of reconnaissance work to establish the baseline understanding of the existing conditions of outdoor dining in parking areas in Burbank, comparative case studies of other jurisdictions that also regulate outdoor dining in parking areas, and parking and transportation analysis of possible impacts from outdoor dining in parking areas. Phase 2 of the project, which includes the development of a draft regulatory framework and extensive community engagement, has commenced. Phase 3 of the project will consist of mandatory environmental analysis and the formal adoption process, including consideration by the Planning Commission and final decisions by the City Council in early 2027.

Currently, the City Council has authorized a temporary suspension of enforcement of parking requirements and other city codes to allow for the ongoing use of private parking lots for outdoor dining areas, which is set to expire on December 31, 2026. Based on the current request to extend the MIG contract, staff intends to complete the project before the expiration of the temporary suspension. However, if it is necessary to continue the work beyond December 31, 2026, then City staff will come back to the Council to seek additional time on the temporary suspension of enforcement.

Approval of a Fourth Amendment to extend the agreement through March 16, 2027, will allow staff to continue utilizing MIG’s services without interruption, maintain consistency in project approach, and avoid potential delays associated with initiating a new procurement process. No other substantive changes to the agreement are proposed, and approval of the amendment will support timely completion of the program consistent with Council direction.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and such as, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs §15378.

FISCAL IMPACT

There is no fiscal impact associated with this report as funding for the project was approved in the FY 2025-26 Adopted Budget.

CONCLUSION

Staff recommends that Council approve and authorize the Community Development Director, as the designee of the City Manager, to execute the Fourth Amendment to the On-Call Professional Services Agreement with MIG to extend the term of the agreement from March 16, 2026 to March 16, 2027. Approval of this amendment will ensure continuity of planning services necessary to complete implementation of the Outdoor Dining in Private Parking Lots program approved by Council on May 6, 2025, avoid disruption to ongoing work, and allow the City to efficiently carry out remaining Project tasks consistent with Council direction.

ATTACHMENTS

Attachment 1 – Fourth Amendment to Professional Services Agreement with MIG
Attachment 2 – Third Amendment to Professional Services Agreement with MIG
Attachment 3 – Second Amendment to Professional Services Agreement with MIG
Attachment 4 – First Amendment to Professional Services Agreement with MIG
Attachment 5 – Professional Services Agreement with MIG

FOURTH AMENDMENT
TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT

DATE: February 25, 2026

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: (818) 238-5176

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Moore Iacofano Goltsman, Inc.

Representative: Name: Evan Mather
Title: Principal and Director of Landscape Architecture
Telephone: (213) 694-3800 ex.2525

Mailing Address: 360 East Second Street, Suite 675
Los Angeles, CA 90012

TERM:

Original Commencement Date:	January 1, 2023
Original Completion Date:	March 16, 2024
First Amended Completion Date:	March 16, 2024
Second Amended Completion Date:	March 16, 2025
Third Amended Completion Date:	March 16, 2026
Fourth Amended Completion Date:	March 16, 2027

COST OF SERVICE:

Original Cost of Service:	$500,000
First Amendment to Cost of Service:	+$250,000
Second Amendment to Cost of Service:	No Change
Third Amendment to Cost of Service:	No Change
Fourth Amendment to Cost of Service:	No Change
Amended Cost of Service:	$750,000

THIS FOURTH AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Fourth Amendment"), is made and entered into the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and Moore Iacofano Goltsman, Inc. (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a On-Call Professional Services Agreement dated January 1, 2023 ("Original Agreement"), as amended by that certain First Amendment to Professional Services Agreement dated November 27, 2023 ("First Amendment"), as amended by that certain Second Amendment dated March 21, 2024 ("Second Amendment"), as amended by that Third Amendment dated February 3, 2025 ("Third Amendment") (collectively the "Agreement"), for Consultant to provide all aspects of current and long-range planning on an as-needed basis. The scope of work includes: project management for development applications (single family residential and accessory dwelling units, commercial, and mixed-use development projects, planned developments, design review, conditional use permits, plan check review, application of CEQA, and conformance with Federal, State, and local regulations). In addition, facilitate, lead, or assist planning staff with financial feasibility analysis of projects, long-range planning initiatives as well as grant application preparation and/or ongoing monitoring and reporting on awarded grants. Now, City and Consultant desire to amend the Agreement with this Fourth Amendment to On-Call Professional Services Agreement in order to extend the term of the Agreement to March 16, 2027. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

2.0 Amendment to Term. The Parties hereby agree, as provided in Section 2.1 of the Professional Services Agreement, that the Term is hereby extended to March 16, 2027.

3.0 Execution Counterparts. This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this Amendment, the parties have executed this Amendment on the date indicated above.

"CONSULTANT"	"CITY"
_____ Signature	By: _____ Signature
_____ Name (please print)	Patrick Prescott Name (please print)
_____ Title	Community Development Director Title
If Consultant is a Corporation or LLC, a second signature is required.	Approved as to Form Office of the City Attorney
_____ Signature	By:_____ Signature
_____ Name (please print)	Ray Johal Name (please print)
_____ Title	Senior Assistant City Attorney Title
	ATTEST: Office of the City Clerk
	By: _____ Signature
	Kimberley Clark Name (please print)
	City Clerk Title

THIRD AMENDMENT
TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT

DATE: February 3, 2025

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official:	Name:	Patrick Prescott
	Title:	Community Development Director
	Telephone:	(818) 238-5176
Mailing Address:	275 E. Olive Avenue P. O. Box 6459 Burbank, CA 91510	

"CONSULTANT"

MIG, Inc.

Representative:	Name:	Evan Mather
	Title:	Principal and Director of Landscape Architecture
	Telephone:	(213) 694-3800 ex.2525
Mailing Address:	360 East Second Street, Suite 675 Los Angeles, CA 90012	

TERM:

Original Commencement Date:	January 1, 2023
Original Completion Date:	March 16, 2024
First Amended Completion Date:	March 16, 2024
Second Amended Completion Date:	March 16, 2025
Third Amended Completion Date:	March 16, 2026

COST OF SERVICE:

Original Cost of Service:	$500,000
First Amendment to Cost of Service:	+$250,000
Second Amendment to Cost of Service:	No Change
Third Amendment to Cost of Service:	No Change
Amended Cost of Service:	$750,000

THIS THIRD AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and MIG, Inc. (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a On-Call Professional Services Agreement dated January 1, 2023, as amended by that certain First Amendment to Professional Services Agreement dated November 27, 2023, as amended by that certain Second Amendment dated March 21, 2024 (collectively the "Agreement"), for Consultant to provide all aspects of current and long-range planning on an as-needed basis. The scope of work includes: project management for development applications (single family residential and accessory dwelling units, commercial, and mixed-use development projects, planned developments, design review, conditional use permits, plan check review, application of CEQA, and conformance with Federal, State, and local regulations). In addition, facilitate, lead, or assist planning staff with financial feasibility analysis of projects, long-range planning initiatives as well as grant application preparation and/or ongoing monitoring and reporting on awarded grants. Now, City and Consultant desire to amend the Agreement with this Third Amendment to On-Call Professional Services Agreement in order to extend the term of the Agreement to March 16, 2026. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

2.0 Amendment to Term. The Parties hereby agree, as provided in Section 2.1 of the Professional Services Agreement, that the Term is hereby extended to March 16, 2026.

3.0 Execution Counterparts. This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this Amendment, the parties have executed this Amendment on the date indicated above.

"CONSULTANT"

Signature

Daniel Iacofano

Name (please print)

President & CEO

Title

If Consultant is a Corporation or LLC, a second signature is required.

Signature

Christopher Baynon

Name (please print)

Vice President & Treasurer

Title

"CITY"

By: Patrick Prescott

Signature

Patrick Prescott

Name (please print)

Community Development Director

Title

Approved as to Form
Office of the City Attorney

By: Iain Mac

Signature

Iain MacMillan

Name (please print)

Senior Assistant City Attorney

Title

ATTEST:
Office of the City Clerk

By: Kimberley Clark

Signature

Kimberley Clark

Name (please print)

City Clerk

Title

SECOND AMENDMENT
TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT

DATE: March 1, 2024

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: (818) 238-5176

Mailing Address: 275 E. Olive Avenue
P.O. Box 5459
Burbank, CA 91510

"CONSULTANT"
MIG, INC.

Representative: Name: Evan Mather
Title: Principal and Director of Landscape Architecture
Telephone: (213) 694-3800 ex.2525

Mailing Address: 617 West 7th Street, Suite 304
Los Angeles, CA 90017

TERM:

Original Commencement Date:	January 1, 2023
Original Completion Date:	March 16, 2024
First Amended Completion Date:	March 16, 2024
Second Amended Completion Date:	March 16, 2025

COST OF SERVICE:

Original Cost of Service:	$500,000
First Amendment to Cost of Service:	+$250,000
Second Amendment to Cost of Service:	No Change
Amended Cost of Service:	$750,000

THIS SECOND AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and MIG, Inc. (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a On-Call Professional Services Agreement dated January 1, 2023 ("Agreement"), for Consultant to provide all aspects of current and long-range planning on an as-needed basis. The scope of work includes: project management for development applications (single family residential and accessory dwelling units, commercial, and mixed-use development projects, planned developments, design review, conditional use permits, plan check review, application of CEQA, and conformance with Federal, State, and local regulations). In addition, facilitate, lead, or assist planning staff with financial feasibility analysis of projects, long-range planning initiatives as well as grant application preparation and/or ongoing monitoring and reporting on awarded grants. Now City and Consultant desire to amend the Agreement with this Second Amendment to On-Call Professional Services Agreement in order to continue performing the scope of work on an as-needed basis and to extend the term of the Agreement to March 16, 2025. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

2.0 Amendment to Term. The Parties hereby agree, as provided in Section 2.1 of the Agreement, that the Term is hereby extended to March 16, 2025.

3.0 Execution Counterparts. This Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4.0 Ratification of On-Call Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this Amendment, the parties have executed this Amendment on the date indicated above.

"CONSULTANT"

Signature

Daniel Iacofano

Name (please print)

President & CEO

Title

If Consultant is a Corporation or LLC, a second signature is required.

Signature

Christopher Beynon

Name (please print)

Vice President & CDO

Title

"CITY"

By: Patrick Prescott

Signature

Patrick Prescott

Name (please print)

Community Development Director

Title

Approved as to Form
Office of the City Attorney

By:

Signature

Iain MacMillan

Name (please print)

Sr. Asst. City Attorney

Title

ATTEST:
Office of the City Clerk

By: Kimberley Clark

Signature

Kimberley Clark

Name (please print)

City Clerk

Title

FIRST AMENDMENT
TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT

DATE: November 27, 2023

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Patrick Prescott
Title: Community Development Director
Telephone: (818) 238-5176

Mailing Address: 275 E. Olive Avenue
P.O. Box 5459
Burbank, CA 91510

"CONSULTANT"
MIG, Inc.

Representative: Name: Evan Mather
Title: Principal and Director of Landscape Architecture
Telephone: (213) 694-3800 ex 2525

Mailing Address: 617 West 7th, Street, Suite 304
Los Angeles, CA 90017

TERM:

Original Commencement Date:	January 1, 2023
Original Completion Date:	March 16, 2024
First Amended Completion Date:	March 16, 2024

COST OF SERVICE:

Original Cost of Service:	$500,000
First Amendment to Cost of Service:	$250,000
Revised Cost of Service:	$750,000

THIS FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT (this "First Amendment"), is made and entered into the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and MIG, Inc. (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into an On-Call Professional Services Agreement dated January 1, 2023, ("Agreement"), for Consultant to provide all aspects of current and long-range planning on an as-needed basis. The scope of work included: project management for development applications (single family residential and accessory dwelling units, commercial, and mixed-use development projects, planned developments, design review, conditional use permits, plan check review, application of CEQA, and conformance with Federal, State, and local regulations). In addition, facilitate, lead, or assist planning staff with financial feasibility analysis of projects, long-range planning initiatives as well as grant application preparation and/or ongoing monitoring and reporting on awarded grants. Now City and Consultant desire to amend the Agreement with this First Amendment to On-Call Professional Services Agreement in order to increase the do-not-exceed compensation amount for performing the scope of work on an as-needed basis. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

2.0 Amendment to Compensation. The total compensation payable by the City to the Consultant as set forth in Section 3.0 of the Agreement is hereby amended to a not to exceed amount of $750,000.

3.0 Execution Counterparts. This First Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this First Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this First Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4.0 Ratification of On-Call Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this First Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this First Amendment, the parties have executed this First Amendment on the date indicated above.

"CONSULTANT"

Signature

Daniel Iacofano

Name (please print)

President & CEO

Title

If Consultant is a Corporation or LLC, a second signature is required.

Signature

Christopher Beynon

Name (please print)

Vice President & CDO

Title

"CITY"

By: Patrick Prescott

Signature

Patrick Prescott

Name

Community Development Director

Title

Approved as to Form
Office of the City Attorney

By: Dan Macmillan

Signature

Dan Macmillan

Name (please print)

Sr. Asst. City Attorney

Title

ATTEST:
Office of the City Clerk

By: Kimberley Clark

Signature

Kimberley Clark

Name (please print)

City Clerk

Title

PLANNING DIV.
CITY OF BURBANK
2024 FEB 22 AM 10:58

ON-CALL
PROFESSIONAL SERVICES AGREEMENT

by and between

THE CITY OF BURBANK

and

MIG, Inc.

dated as of January 1, 2023

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this 1st, day of January, 2023, (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **MIG, Inc.** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

City and Consultant agree as follows:

1.0 Services. Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the "Scope of Services" set forth on Exhibit A to this Agreement (the "Scope of Services"). The initiation of service by the Consultant should not commence until all of the following conditions have been satisfied:

(a) Consultant has furnished all of the insurance documents required by Section 10.0 below; and

(b) Consultant has furnished any required supporting documentation required by Sections 16.0 below.

(c) To the extent that the Scope of Services involves more than one service, Consultant shall perform the services only to the extent of the authorization provided by the City Project Manager. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the City Project Manager. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless City and Consultant have agreed in writing before the performance of extra services that are beyond the Scope of Services, City shall have no liability for such extra services and Consultant shall have no right to claim compensation for such extra services or expenses. The applicable hourly rates for authorized extra services shall be at the hourly rates set forth in the Schedule of Compensation (Exhibit B) unless otherwise agreed to by the parties in writing.

1.2 Availability of Work

There is no guarantee that the Consultant shall receive work during the

term of the agreement. The Consultant shall provide as-needed basis work requested by the City. The scope and budget of each work item initiated under this task will be agreed to by the City's Project Manager and consultant before work starts.

The Agreement is not exclusive. The City may procure services elsewhere regardless of valid unexpired agreement.

2.0 Term of Agreement; Termination.

2.1 Term. The term of this Agreement is from the Effective Date until March 16, 2024, provided, however, that the term of this Agreement may be extended for up to two (2) additional one-year terms by written amendment executed by authorized representatives of each of the Parties, provided funds have been appropriated by City Council, or may be earlier terminated as provided in Section 2.2 below (the "Term").

2.2 Termination by City. The City may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Consultant thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination. This agreement shall terminate in the event future funds are not appropriated by the City Council as described in Section 3.0 below.

2.3 Effect of Termination. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) days following submission and approval of a final invoice by Consultant unless termination is for cause. In the event that such termination was for cause, Consultant shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the City to the Consultant under this Agreement shall not exceed the sum of five hundred thousand dollars $500,000.00 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Consultant shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Consultant unless it is within the Scope of Services (Exhibit A).

3.1 After each full year of the Agreement, the Consultant may adjust their Schedule of Compensation based on the Consumer Price Index (CPI) up to a maximum of 3% each year. The Consultant shall provide a written letter to the City at least 30 calendar days in advance prior to the 1-year term for City approval.

The CPI that will be used is the CPI-U Urban Area for LA/Long Beach/Anaheim. Source: https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm

3.2 The Consultant may identify a subcontractor for the work requested by the City and shall be approved with a task order, attached as Exhibit D. The Consultant's markup rate may vary and is limited to 5% per task order.

4.0 Personnel.

4.1 The staff person designated by Consultant to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Evan Mather, FASLA, PLA, SITES AP
Principal and Director of Landscape Architecture
617 West 7th Street, Suite 304
Los Angeles, CA 90017
(213) 694-3800 ex 2525
emather@migcom.com

Representative shall be a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, City on the progress of the work. The Consultant may, from time to time, remove or replace the Representative designated in this Agreement only with prior written consent by the City's Designated Official.

4.2 The services to be performed by Consultant shall be accomplished under the general direction of, and coordination with, the staff person designated by the City serving as the project manager (the "City Project Manager"). The City Project Manager designated by the City for day-to-day administration of this Agreement shall be:

Federico "Fred" Ramirez
Assistant Community Development Director
150 North Third Street, 2nd floor
Burbank, CA 91502
(818) 238-5250
FRamirez@burbankca.gov

The City may, from time to time, remove or replace the City Project Manager designated in this Agreement by written notice to Consultant. The City Project Manager has no authority to execute any amendments, consents or waivers on behalf of the City.

4.3 With respect to matters that extend beyond the day-to-day administration of this Agreement, the City designates Federico "Fred" Ramirez, Assistant Community Development Director, Community Development Department, (the "Designated Official") to handle such matters.

(818) 238-5250
FRamirez@burbankca.gov

5.0 **Invoicing and Payment.** Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form reasonably satisfactory to the City Project Manager. Invoices shall be made no more frequently than on a monthly basis and no less frequently than every 60 days, and shall describe in reasonable detail the work performed (including a list of hours worked by personnel classification) together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after City's approval of such invoice.

6.0 **Standard of Skill.** Consultant, and Consultant's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Consultant shall be with the degree of skill and diligence normally practiced in the industry for which Consultant is being retained by the City. To the extent that Consultant's industry is subject to guidelines, rules or other standards, Consultant shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Consultant's work by the City shall not operate as a release of the Consultant from such standard of care and workmanship.

7.0 **Independent Contractor.** Consultant is retained and engaged by the City only to the extent set forth in this Agreement, and the Consultant's relationship to the City is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be

considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for City's officers or employees. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Consultant (including any of its officers, employees or other agents) of its obligations under this Agreement. Consultant has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.

8.0 **Hold Harmless and Indemnity.** Consultant shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. To the fullest extent provided by law, Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement.

8.2 Defense and Indemnity. Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Consultant of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

8.3 No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.0 below.

9.0 Correction or Re-Performance of Work. If City believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, City may deliver notice to Consultant. Such City's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon City's sole discretion, may also make a request for Consultant to re-perform the services. If City requests Consultant to re-perform services, Consultant shall promptly re-perform the services at no additional cost to City in a reasonably timely manner. Should Consultant fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Consultant hereunder or charged to Consultant with such amounts to be paid by Consultant within thirty (30) days of receipt of such invoice.

10.0 Insurance.

10.1 Insurance Coverage. Consultant shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.

10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Consultant under this Agreement, Consultant shall provide the City with copies of certificates (on an Accord form as modified per City direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the City, Consultant shall deliver a copy of its insurance policies.

10.3 Failure to Maintain Insurance. If Consultant receives a cancellation notice of any insurance required by this Agreement, Consultant shall, within one day of receipt, forward said notice to City Project Manager. If Consultant at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

11.0 Work Product.

11.1 Deliverables. Consultant shall deliver to the City the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The City may also request, and Consultant shall provide to City, copies of all other information developed in the course of the Consultant's performance of this Agreement. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all Work Product produced by the Consultant. Consultant represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

11.2 Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

12.0 Confidentiality.

12.1 Non-Disclosure Exemptions. Consultant may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in the California Public Records Act.

12.2 Confidentiality Obligation. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Consultant has secured such customer's express, written consent to release of such customer's information, (c) any information

classified by City as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by City until City has advised Consultant in writing that such information may be released.

13.0 **Acceptance of Final Payment by Consultant.** The acceptance by Consultant of the final payment made under this Agreement shall release City from all claims and liabilities for compensation to or for the benefit of Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, agents, subcontractors and subconsultants for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Consultant; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, agents, subcontractors and subconsultants.

14.0 **Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City, the Designated Official or the City Project Manager. Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Consultant shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 **Conflict of Interest.** Consultant agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Consultant represents and warrants that it is unaware of any City employee or official that has a financial interest in Consultant's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer or accept any financial interest in Consultant's business by any City employee or official.

16.0 **Payee Registration Form.** City shall provide a Payee Registration Form to Consultant and Consultant shall deliver a completed registration form to the City. Consultant acknowledges that this form is necessary for the City to process any

payment for services hereunder.

17.0 **Non-Appropriation of Funds.** Payments due and payable to Consultant for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

18.0 **Compliance with Laws.** Consultant agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

18.1 Permits and Licenses. Consultant, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18.2 Anti-Terrorism Laws; Sanctions. The Consultant represents and warrants that:

(1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism);

(2) it does not engage in any dealings or transactions with any such persons described above; and

(3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

19.0 **Meet and Confer.** The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to

this Agreement or breach thereof prior to the institution of any litigation.

20.0 **Waiver; Remedies Cumulative.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

21.0 **Integrated Agreement; Construction.** This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

22.0 **Amendment; Modification.** This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

23.0 **Assignment.** This Agreement is personal to the Consultant and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Consultant is voidable in the City's sole discretion.

23.1 This Agreement is not exclusive. The City may procure services elsewhere regardless of valid unexpired agreement.

24.0 **Use of the Term "City."** Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25.0 **Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

26.0 **Execution Counterparts.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.

27.0 **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

28.0 **Survival.** The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

29.0 **Notices.** Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO CITY:

The City of Burbank
Community Development Department
Attention: Fred Ramirez
150 North Third Street, 2nd floor
Burbank, CA 91502
FRamirez@burbankca.gov

With a copy to:

The City of Burbank
Community Development Department
Attention: Fred Ramirez
150 North Third Street, 2nd floor
Burbank, CA 91502
FRamirez@burbankca.gov

TO CONSULTANT:

MIG, Inc.
Attention: Evan Mather
617 West 7th Street, Suite 304
Los Angeles, CA 90017
emather@migcom.com

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

30.0 **Safety Requirement.** To the extent that Consultant performs any work on premises owned or leased by the City, the Consultant agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain

the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, should immediately be reported to the City Project Manager.

31.0 **Copyright.** In the event Consultant creates an original work product as part of the Scope of Services ("work product"), Consultant agrees that work product is a work made for hire. Consultant acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for–hire as defined in 17 U.S.C. 101, then Consultant hereby transfers any and all interest of the copyright(s) in the work product to City. This transfer and assignment are irrevocable and in perpetuity.

Further, Consultant represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to City prior to the completion of the Scope of Services. Consultant indemnifies and defends City as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Consultant agrees to provide all log-in credentials for social media and other on-line electronic platforms to City within ten (10) days of establishing same, which shall allow City at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should City choose to do so. In any event, upon the conclusion of Consultant's services, Consultant shall no longer utilize any log-in credentials or electronic on-line platforms.

32.0 **Prevailing Wages.** To the extent that the Consultant performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Consultant agrees that it shall comply with this Section. The Consultant, and any subcontractor or subconsultant working on behalf of the Consultant with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Consultant shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Consultant must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than $25,000.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"CONSULTANT"
MIG, Inc.

Signature

Daniel S. Iacofano
Name (Please Print)

CEO/President
Title

If *Consultant is a corporation or LLC*, a second signature is required:

Signature

Christopher Beynon
Name (Please Print)

Vice President & Chief Dvlt. Officer
Title

"CITY"
City of Burbank

Signature

Patrick Prescott
Name

Community Development Director
Title

ATTEST:
Office of the City Clerk

Melissa Dikeman for
~~Zizette Mullins, MMC~~, City Clerk
Kimberley Clark

Approved as to Form
Burbank City Attorney's Office

By:

Signature

Name Joseph H. McDougall
City Attorney

Title

PURCHASING DIV.
CITY OF BURBANK
2023 APR 14 PM 2:43

EXHIBIT A
SCOPE OF SERVICES

Scope of Work

All aspects of current and long range planning on an as-needed basis. Scope of work includes, but is not limited to the following: project manager for development applications including residential (e.g., single family residential and accessory dwelling units), commercial, and mixed-use development projects, including planned developments, design review, conditional use permits, plan check review, application of CEQA, and conformance with Federal, State, and local regulations. The selected consultant may also facilitate, lead, or assist planning staff with financial feasibility analysis of projects, long-range planning initiatives as well as grant application preparation and/or ongoing monitoring and reporting on awarded grants. Consultant(s) are expected to have expertise in multiple disciplines; including but not limited to: current and/or long-range planning, environmental review, project financial feasibility analysis, preparation and negotiation of Planned Developments/Development Agreements, staff report, plan check, grant management, and understanding of recent legislation related to planning.

All deliverables provided under this Agreement shall be in form and substance reasonably satisfactory to City.

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services as set forth in Section 3.0.

Task Orders will be issued for each support request estimated to be over $1,000.00 completed under this Agreement. Once approved, Task Orders will be attached to this Agreement and labeled "EXHIBIT D- [*insert Task Order number*]."

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

□ **Time and Materials**: The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this Agreement at the following rates:

Fees are time-and-materials unless otherwise stated and approved in advance by the City.

HOURLY RATES

Planning Division: Current and Long Range Planning and Environmental Evaluation	
Rick Zimmer, Director of Planning Services and Project Manager	$195
Lisa Brownfield, Director of Planning Services	$195
Jeff Hamilton, Senior Planner	$135
Deborah Drasler, Senior Planner	$135
Anne Fox, Senior Planner	$190
Jose Rodriguez, Project Manager	$145
Bryan Fernandez, Senior Associate Planner	$140
Genevieve Sharrow, Project Associate	$145
Roman Yanke, Project Associate	$105
Stephanie Lane Pavón, Policy Analyst	$135
Bob Prasse, Director of Environmental Services and Project Manager	$180
Kent Norton, Senior Environmental Analyst	$165
Cameron Hile, Senior Environmental Analyst	$125
Christopher Purtell, Senior Archaeologist and Cultural Resource Specialist	$135
Jon Campbell, Senior Biologist	$195
Chris Dugan, Director of Air Quality; Greenhouse Gas and Noise Services	$205
Phil Gleason, Air Quality, Greenhouse Gas and Noise Analyst	$150

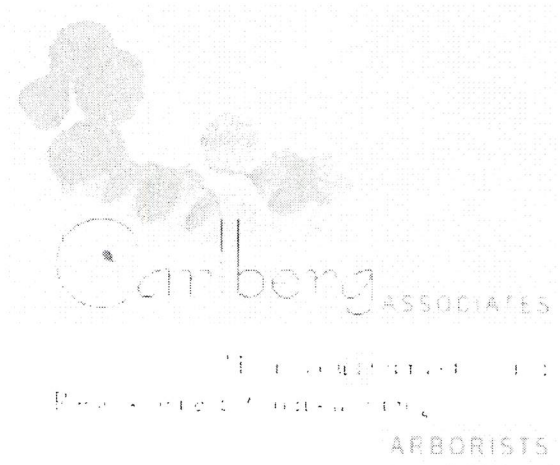
Parks and Recreation Department	
Evan Mather, FASLA, PLA, SITES AP Principal in Charge and Director of Landscape	$240
Steve Lang, ASLA, PLA Principal	$220
Wendy Chan, PLA, LEED GA Senior Landscape Architect and Senior Project Manger	$175
Steve Lang, ASLA, PLA Principal	$220
Oscar Johnson, ASLA, PLA, Senior Project Manager	$185
Jenni Zell ASLA, PLA, Senior Landscape Architecture	$175
José Leal ASLA, PLA, CID, CLIA, Director of Landscape Architecture	$175
Chuan Ding, Senior Landscape Designer	$120
Jessica Roberts, Senior Landscape Designer	$120
Project Associate	$95
Project Assistant	$85
Administrative Support	$85

Escalation Rate
Hourly rates will increase at a rate of 3% per year for each year beyond the initial year of work.

Direct Costs
Direct costs or project expenses such as photocopying (large-quantity); plotting; and printing (b&w, color) are charged at cost, plus 15%. The cost of communications including long-distance telephone (excluding cell phones), facsimile, postage, courier, and other delivery costs are charged at cost, plus 10%. The mileage charge for personal autos will be the currently applicable mileage rate established by the Internal Revenue Service. All other travel expenses such as accommodations, parking, tolls, etc. are charged at cost, plus 10%.

In the event the City requests "Extra Work", an estimated total fee will be provided for City approval, including hourly rates for the then-proposed MIG staff.

Sub-Consultants
We have included our sub-consultants hourly rate sheets which follow this section.



Cy Carlberg, Principal
Registered Consulting Arborist/Certified Arborist
$275/hour

Christy Cuba, Senior and Managing Arborist
Registered Consulting Arborist/Certified Arborist
$235/hour

Scott McAllaster, Staff Arborist and AutoCAD Drafter
Certified Arborist/Qualified Tree Risk Assessor
$125/hour

James Sanchez, Staff Arborist
Certified Arborist/Environmental Horticulturist/Qualified Tree Risk Assessor
$125/hour

Engineer/Scientist	Rate/Hour
Principal	$280
Senior Project Manager	$276
Project Manager	$241
Technical Manager	$237
Task Leader	$210
Principal Engineer	$205
Senior Engineer	$193
Project Engineer	$170
Staff Engineer	$141
Assistant Engineer	$114
Senior Environmental Scientist	$173
Environmental Scientist	$144
Environmental Analyst	$107
Construction Services	
Construction Manager	$198
Senior Construction Inspector	$151
Construction Inspector	$133
Field Survey	
Licensed Surveyor	$184
3-Person Survey Crew	$259
2-Person Survey Crew	$208
Support Services	
GIS Specialist	$138
Senior Engineering Technician	$112
Engineering Technician	$98
CADD Designer	$114
Project Coordinator	$102
Administrative Assistant	$92

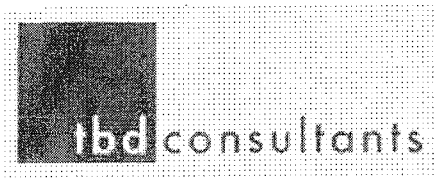
General

Direct Expenses	Cost + 10%
Subcontract Services	Cost + 10%
Specialized Computer Applications (per hour)	$15
Mileage	Current IRS Rate
Field Vehicle – Hourly	$12/hour
Field Vehicle – Daily	$80/day
Field Vehicle – Monthly	$1,500/month
B&W Photocopies (per page)	$0.10
Color Photocopies (per Page)	$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of $2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.



more value. less risk

111 Pine Street
Suite 315
San Francisco
CA 94111

415 951 9430
415 951 9434 fax
info@tbdconsultants.com
www.tbdconsultants.com

Hourly Billing Rates

Principal	$225
Project Manager	$198
Senior Estimator / MEP Estimator	$198
Senior Project Controller / Senior Scheduler	$198
Estimator / Scheduler / Project Controller	$188
Assistant Estimator / Assistant Project Controller	$155
Administrative / Technical Support	$95

Travel

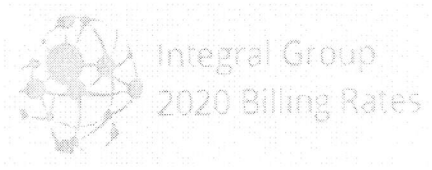
Above rates include travel costs within the immediate area, any travel required outside the Local Area is excluded and will be billed at cost plus 10%.

Reimbursable Expenses

The above rates include for production and distribution of all requested documentation

Expenses such as drawing reproduction, courier services, special mailing services (Federal Express, Express Mail etc.), and other abnormal costs are excluded and will be billed at cost plus 10% administration.





Fee Schedule	**Hourly Rate**
Managing Principal	$340.00
Principal	$300.00
Associate Principal	$200.00
Senior Sustainability Consultant – L5	$195.00
Associate	$185.00
Engineer/Designer – L4	$185.00
Project Manager	$185.00
Sr. Building Performance Analyst – L4	$185.00
Engineer/Designer – L3	$170.00
Building Performance Analyst – L3	$170.00
BIM Lead – L3	$170.00
Senior Commissioning Agent – L3	$170.00
Sustainability Consultant – L4	$160.00
Engineer/Designer – L2	$145.00
Sustainability Consultant – L3	$145.00
Building Performance Analyst – L2	$145.00

Senior BIM Designer – L2	$145.00
Commissioning Agent – L2	$145.00
BIM Designer – L2	$135.00
Engineer/Designer – L1	$130.00
Sustainability Coordinator – L2	$130.00
Building Performance Analyst – L1	$130.00
BIM Designer – L1	$130.00
Commissioning Agent – L1	$125.00
Sustainability Coordinator – L1	$125.00
Project Administrator	$95.00

Rates are eligible for adjustment after December 31, 2020.

Reimbursable Expenses
Reimbursable expenses associated with a project include travel and all travel related expenses, parking shipping, reproduction, in-house plotting of electronic files, models and mock-ups and long-distance telephone normal to the conduct of the project. Unless stated otherwise, these are billed in addition to our consulting fees. They are itemized separately and are billed at cost plus 10% handling charge.

KDM MERIDIAN

Fee Schedule

Professional Services:	**Hourly Rate**
Principal	$205.00
Project Manager	$190.00
Project Surveyor	$175.00
Survey Technician/Drafter	$140.00
Clerical/Administration/Technical Aide	$ 80.00
Expert Witness (4-hour minimum)	$400.00
Survey Crew (1 person)	$195.00
Survey Crew (2 persons)	$295.00
Survey Crew (3 persons)	$425.00

Reimbursables	**Rate**
Rental of Special Equipment or Special Supplies	Cost + 5%
Subconsultants	Cost + 5%
Agency Fees	Actual Cost
Airfare	Cost + 5%
Per Diem (Meals & Lodging)	GSA Published Rates

A minimum of 4 hours per day will be charged for survey crews.

Overtime will be charged at 1.35 times the regular rate.
Double-time and Sunday time will be charged at 2.0 times the regular rate.

The above rates shall be charged portal to portal (time spent on project site plus travel time) excluding meal breaks.

EXHIBIT C
INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**. Coverage shall be at least as broad as:

1. **Commercial General Liability**: Insurance Services Office Form CG 00 01 covering commercial general liability insurance ("CGL") on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **$2,000,000**.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant's profession ("E&O Insurance"), with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law.

Claims Made Policies. For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The "Retroactive Date" must be shown, and must be before the Effective Date.

2. Insurance must be maintained and evidence of insurance must be

provided *for at least three (3) years after completion of the work required under the Agreement.*

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Agreement Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. **City shall inform Consultant if such insurance is required.**

Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant's Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than **$1,000,000** per claim or occurrence and **$2,000,000** aggregate per policy period of one year. **City shall inform Consultant if such insurance is required.**

EXHIBIT D
TASK ORDERS

TASK TITLE

CITY'S PROJECT MANAGER (*Requestor*)

CONSULTANTS PROJECT MANAGER
Key personnel that Consultant will be using for the specific Task.

SUBCONSULTANTS (If applicable)

TASK DESCRIPTION/SCOPE OF SERVICES
Describe services to be performed, including deliverables to be received by City.

1.
2.

SCHEDULE/ DELIVERABLES/ ESTIMATED COST OF SERVICE

Task/Activity	Task Duration
Deliverable	Deliverable Due
Estimated Cost of Service by Task	Est of Hours, and or Cost of Service

FEE
Fees are time-and-materials unless otherwise stated and shall be invoiced once a month per contract.

Consultant shall only proceed with each Task(s) upon a specific Notice to Proceed from Owner, authorizing Consultant to conduct each specific Task(s).

Consultant shall only be entitled to payment for services in connection with each phase upon receipt of Owner's written Notice to Proceed with such phase.

"CONSULTANT"	"OWNER"
_____	_____
Signature	Signature
_____	_____
Name (please print)	Name (please print)
_____	_____
Title	Title

STAFF REPORT

PARKS AND RECREATION

DATE: February 24, 2026

TO: Justin Hess, City Manager

FROM: Marisa Garcia, Parks and Recreation Director
VIA: Kristen Smith, Assistant Parks and Recreation Director
BY: Brenda Castaneda, Animal Shelter Superintendent

SUBJECT: Acceptance of a Donation to the City of Burbank Animal Shelter in the Amount of $5,000 from the Kari and Dick Clark Foundation

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RECOMMENDATION

Accept a donation to the City of Burbank Animal Shelter in the amount of $5,000 from the Kari and Dick Clark Foundation and amend the Fiscal Year (FY) 2025-26 Adopted Budget by appropriating $5,000 from revenue account 001.PR000.45000.1019.0000.00000 (General Fund, Parks and Recreation General Donations, Animal Shelter) to expenditure account 001.PR47A.62300.0000.24589 (General Fund, Parks, and Recreation Animal Shelter Donations).

BACKGROUND

On December 4, 2025, the Burbank Animal Shelter (BAS) received a generous donation of $5,000 from Kari Clark, Trustee of the Kari and Dick Clark Foundation. The Kari and Dick Clark Foundation is a private non-profit organization dedicated to honoring the legacy of legendary entertainer Dick Clark by providing grants and awards to various community organizations in need.

DISCUSSION

Since the 1950's, BAS has been providing quality animal control services. BAS' mission is to return lost animals to their owners, find loving homes for stray animals, and control overpopulation through spay and neuter efforts. BAS staff strives to eliminate animal suffering by educating the public and enforcing humane treatment of animals.

The funds donated by the Kari and Dick Clark Foundation will allow BAS to enhance the quality of life of shelter animals and improve/enhance animal adoptions. These funds may be used to purchase new medical equipment, improve animal housing, and support behavior enrichment programs such as the Dogs Playing for Life Program (DPL). The DPL program is aimed at enhancing the mental and physical well-being of the shelter dogs. This program facilitates supervised playgroup interactions among dogs, providing valuable exercise and stimulation.

Consistent with the City's Administrative Procedure VI-12, *Contribution of Merchandise or Money to City Departments*, items valued at $5,000 or more shall be formally accepted by the City Council (Council) at a regularly scheduled meeting.

ENVIRONMENTAL REVIEW

This is governmental fiscal activity for an existing city program. The additional funding has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

Staff is requesting Council authority to accept this charitable donation of $5,000 from the Kari and Dick Clark Foundation and amend the FY 2025-26 Adopted Budget by appropriating funds from revenue account 001.PR000.45000.1019.0000.00000 (General Fund, Parks and Recreation, General Donations, Animal Shelter) to expenditure account 001.PR47A.62300.0000.24589 (General Fund, Parks, and Recreation Animal Shelter Donations).

CONCLUSION

The Department is thankful for this generous donation as it will allow for improvements in facility functions, enhancing programming, and expanding services to better serve the community.

ATTACHMENT

None.

STAFF REPORT

CITY CLERK'S OFFICE

DATE: February 24, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Kimberley Clark, City Clerk
BY: Maria Sanchez, Administrative Analyst I

SUBJECT: Appointment to Fill One Vacancy on the Art in Public Places Committee for an Unexpired Term

RECOMMENDATION

Appoint one member to the Art in Public Places Committee to fill an unexpired term ending July 31, 2026.

BACKGROUND

All Board, Commission, and Committee (BCC) Members shall be appointed by a three-fifths (3/5) vote of all Council Members and serve without compensation from the City. No person shall serve on more than one BCC at the same time. Vacancies on a BCC occurring during the term of office shall be filled within 90 days from the date the vacancy occurs. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee. In addition, all applicants must reside within the jurisdictional boundaries of the City of Burbank (per Burbank Municipal Code (BMC) §§ 2-1-404, 2-1-405, 2-1-406, and 2-1-407).

Once a vacancy is established, the City Clerk advertises the vacancy for 30 days, accepts applications, and provides the applications received to Council for consideration. Applicants have the option of applying for up to two BCCs, indicating their first and second choice.

The voting process established allows for each Council Member to vote as many times as there are vacancies on the BCC being considered; the applicants receiving a majority

of the votes in the first round are either appointed or move into the second round, if necessary. The process continues for as many rounds as are necessary to attain the correct number of applicants to fill the vacancy(ies).

Art in Public Places Committee

The Art in Public Places Committee (Committee) was established on May 19, 1992, by BMC § 2-1-422. The Committee shall consist of five members. The Parks and Recreation Director or their designee shall serve as secretary to the Committee. The Committee shall hold a public meeting as needed to review proposed art plans and its powers shall be limited to finding compliance with Subsections (d)(e) of § 10-1-1114 of the Burbank Municipal Code. In no way shall this Committee rule upon artistic content when considering art plans. Additionally, the Committee shall recommend to the Council expenditures of the Art in Public Places Fund, including but not limited to art projects for public buildings or on public grounds. Special meetings may be called by the chair or any two other members of the Committee. A majority of the members of the Committee shall constitute a quorum for the transaction of business.

DISCUSSION

On January 6, 2026, the City Clerk's Office began advertising and accepting applications for one vacancy on the Committee for an unexpired term ending July 31, 2026, created by the resignation of Committee Member Patricia Hollis.

To obtain qualified candidates, a Notice of Vacancy was advertised through the following:

- City website
- City Council meeting announcements
- All social media platforms managed by the City Clerk’s Office
- Press releases sent to the *Burbank Leader* and *MyBurbank.com*
- Notices posted on the City Hall Bulletin Board
- Community groups and organizations
- Constant Contact email notification

The deadline for submitting applications to the City Clerk’s Office was Thursday, February 5, 2026, at 5:00 p.m. The City Clerk’s Office received a total of seven applications: Pamela Pile, Mercedes Molina, Tanya Papazian, Marjani Elgenedy, Lernik Minas, Jean Marinelli, and Zara Gomez. The applications are listed in the order received.

Please note that applicant Lernik Minas has also applied for the Burbank Water and Power Board. If appointed to the Art in Public Places Committee, this applicant’s name will be removed from consideration for the Burbank Water and Power Board appointment, which will be presented to the Council at the February 24, 2026, City Council Meeting.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, as such, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONCLUSION

The City and the community both realize substantial benefits from civic involvement. Appointments to the boards, commissions, and committees help encourage public participation in the governmental process and ensure Burbank residents have a voice.

ATTACHMENTS

Attachment 1 – Applications and Resumes
Attachment 2 – BMC § 2-1-422

Applications and Resumes

Application Form

Submit Date: Oct 06, 2025
Resubmitted for City Council Consideration: January 7, 2026

Profile

Pamela
First Name

Middle Initial

Pile
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91505
Postal Code

[redacted]
Primary Phone

Alternate Phone

Self employed
Employer

Consultant
Job Title

Consulting
Occupation

Which Boards would you like to apply for?

Art in Public Places Committee: Submitted

Length of time as a Burbank Resident:

29 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am so proud to live in beautiful Burbank, CA. After being a resident and also working in our city for much of that time, I would like to give back and serve the community. Art has always been an interest of mine. As Thomas Merton once said: Art enables us to find ourselves and lose ourselves at the same time. Whether it's a sculpture, statue, mural, fountain or a plane such as the one at George Izay Park, each piece has the ability to inspire, generate thought or evoke an emotion. I recently graduated from Burbank's RISE program where I learned about many facets of the city. I was so impressed with everything I've learned. My experience reinforced my desire to give back to Burbank by serving on a board, commission or committee.

Education

I was educated in Pittsburgh, PA and then went on to Penn State University where I graduated with a BA in Communications.

Additional Pertinent Courses or Training

My career has been in the healthcare industry. Most recently I spent 15 years with Kaiser Permanente's National Accounts department where I negotiated contracts and provided services to large national employers with one being Warner Bros., right here in Burbank. I also received training every year and needed to study and commit to a code of ethics.

Other Pertinent Skills, Experience or Interests

My 28-year-old daughter was born and raised in Burbank. She has always been very involved in the arts and in my support of her, I became involved as well. She was fortunate enough to be in honors art classes at school and went to an Anime art school here in Burbank as well.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

No current or prior service on a City Board, Commission or Committee, I graduated from Burbank's RISE program in May 2025.

List Community activities in which you are involved:

I am a Red Cross volunteer but have not had many assignments lately. I try to be a good neighbor and help those in need.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

None

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Art in Public Places however I am open to other appointments.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I have strong negotiation skills and have been trained to amicably bring people together in a mutually satisfying way.

What are your goals in serving on this Board/Commission/Committee?

Do the very best job I can to elevate the committee and represent the people of Burbank and their desires.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

All of the boards are interesting to me.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Pamela Pile

Pamela Pile
Burbank, CA 91505
[redacted]

CORE COMPETENCIES

- Over 25 years of exceptional sales and account management experience
- A proven team builder, leader and motivator
- Excellent written and verbal communication skills
- Consistently exceed account management, sales and staff management goals
- Enthusiasm to succeed and over-achieve

PROFESSIONAL EXPERIENCE

Consultant, 9/2024 to Present
Pile Consulting

Consulting with various private and public organizations in a variety of areas that align with my years of experience and expertise. One example is Truemed. Truemed, an exciting health-focused, mission-driven,, forward-thinking organization. Truemed is helping employers (free of charge) reduce their healthcare expenditures. By helping employers "unlock" HSA/FSA accounts for their employees, employees will sign up for HSA healthcare plans and contribute more dollars to those accounts, therefore reducing payroll and healthcare expenses.

Senior Executive Account Manager, National/Strategic Accounts, 5/2009 – 9/2024
Kaiser Permanente

Managed, and supervised all Kaiser Permanente strategies and activities relating to National Fortune 500 companies on a book of business, which included large telecommunications and high tech organizations, healthcare service providers, media and entertainment organizations and banks. Previously lead a team responsible for three large public sector accounts that in total had over 210,000 members and generated more than one billion dollars in annual premium. Oversaw activities from the pre-renewal strategy stage through the request for proposal, negotiation process and the subsequent creation of successful marketing plans to gain maximum membership. Drove the wellness related programs and the evaluation of the effectiveness of each offering. Developed and executed strategic individualized goals for each group. Consistently achieved high customer satisfaction scores and gain market share.
Served on committees and participated in special projects to advance overall department objectives and achieve greater outcomes.

Consultant, 9/2008 to 4/2009

Pile Consulting

Provided sales, marketing and account management counsel to a variety of organizations, ranging from a California university to healthcare and wellness related businesses, and a contemporary art organization.

Regional Vice President, Sales/Account Management, 5/2006 – 8/2008
Health Net of California

Was responsible for securing group retention, profitable growth of existing private and public sector large group cases, and obtaining new business. Supervised six sales/account management teams in Los Angeles, San Bernardino and Ventura Counties. Directly managed 15 staff members, which included, account managers, group service representatives, sales managers, open enrollment specialists, a wellness program manager, and a department assistant. Responsibilities included: internal and external relationship building; oversight of the department's operating budget; strategic book of business and individual group planning; development of proactive account management programs; fostering a close, collaborative relationship with underwriting and other internal departments; focusing on increasing customer satisfaction at all levels (broker, employer group, and members); team development and goal setting; and conflict resolution. In 2007 supervised the largest account management team in the state and achieved a retention goal of 93%, 7% higher than the target. Forecasting through July 2008 indicated the team was again above target year to date.

Business Manager 2/2002 – 4/2006
PacifiCare Health Systems

Managed new and renewal business with the goal of attaining/exceeding sales, retention, profitability and membership goals. Directed a team which included account managers, sales associates, associate account managers, and enrollment specialists. Well versed in medical product offerings such as HMO, PPO, POS, HSAs, HRAs, EPOs, Consumer Driven Health Plans, and ASOs. In addition to health related offerings, other product knowledge includes: dental, vision, life, LTD, STD, EAP and wellness programs. Participated on internal committees to develop new, renewal and customer service strategies. Routinely conducted external presentations to brokers and clients. 2004 sales and account management achievements resulted in qualification for PacifiCare's Leadership Circle held June 2005.

Senior Associate 2/2001 – 11/2001
Gary Kaplan & Associates

Accountabilities included identifying prospects and cultivating relationships with new and existing clients to procure new business opportunities. Once assignment was secured, recruiting, interviewing and presenting candidates for senior level positions within varying organizations and industries. Project management included research, client interface, reporting, candidate development and offer negotiations.

Director, Account Management 12/1994 – 4/2000
PacifiCare Health Systems

Responsible for design, planning and management of strategies and tactics intended to expand existing client revenue and add new client revenue streams. Directly supervised a staff of 11 sales/account management professionals to record sales and retention figures and revenue increases. Worked with National, Major and Mid Sized account segments through broker and national consultant channels. Supervised teams that managed CalPERS and, Federal Employees. Enjoyed strong collaborative relationships both internally and externally. Management style was collegial with an emphasis on the power of teamwork.

EDUCATION

Bachelor of Arts Degree, Communications
Pennsylvania State University

CONTINUING EDUCATION

Xerox Professional Selling Skills Program
Strategic and Conceptual Selling (Miller/Heiman)
Process Mapping
The Leadership Edge
Learning for Excellence, PacifiCare's continuing education course offerings which included Value Added Selling, Leadership Foundations, and Creating Effective Leadership
Franklin Covey's The Four Disciplines of Execution
Myers-Briggs
Facilitative Leadership
The Challenger Sale
Capture Value: Advanced Negotiations Training

Current with CEU requirements related to Life and Disability License, Agent #0B50460
Licensed in California, Colorado, Oregon, Georgia, Hawaii, Virginia, Maryland, Washington D.C., Illinois

VOLUNTEER WORK

American Red Cross
City of Burbank

Application Form

Profile

Mercedes
First Name

M
Middle Initial

Molina
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91505
Postal Code

[redacted]
Primary Phone

Alternate Phone

QCODE Media
Employer

Ad Operations Coordinator
Job Title

Podcast Media & Technology
Occupation

Which Boards would you like to apply for?

Art in Public Places Committee: Submitted

Length of time as a Burbank Resident:

16 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

Hello. Thank you for your time. My preferred name is Maria Mercedes. I previously served a Commissioner on the Burbank Cultural Arts Commission. I was voted as Vice Chair of the commission, but sadly I had to say goodbye due to the monthly meetings (as well as ad hoc meetings) conflicting with regular working hours. I since became employed full time in Media. I have a background in Theater. I enjoy being a part of my community (the City of Burbank) and I especially enjoy advocating for the Arts and all creative mediums. I would love the opportunity to be a part of Arts in Public Spaces and I have been searching for a Commission or Committee to join that has a different schedule. I am a member of SAG-AFTRA. I am an actor & producer, amongst many creative things. And I am a firm supporter of the idea that one must be actively involved in our community. Together, we grow. Thank you for your time and I look forward to hopefully continuing to contribute to Art and The Arts in Burbank.

Education

Bachelor of Science - Theater - Northeastern University (Boston, MA)

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

Burbank Cultural Arts Commission 2023-2024

List Community activities in which you are involved:

I attend theater events and Arts festivals in Burbank.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Art in Public Spaces

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

VICE CHAIR, BURBANK CULTURAL ARTS COMMISSION — 2023-2024 Advised the City Council and made recommendations on funding and the City Cultural Arts Plan policy. Launched the first annual Community Arts Grant Program. Planned events. Sponsored an art installation. Built the framework for a 5 year plan for the Arts. Managed social media, improved engagement and followers by 25%.

What are your goals in serving on this Board/Commission/Committee?

To collaborate, advise and contribute in the best ways needed.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Mercedes M Molina

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
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4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Mercedes M Molina

MERCEDES MARIA MOLINA

LOS ANGELES, CA USA [redacted]

EXPERIENCE

2025 - PRESENT — AD OPERATIONS COORDINATOR, DAYLIGHT MEDIA; REMOTE
Managing spots on a roster of 50+ podcasts. Booking baked in, dynamic, custom segments, social posts and feed drops. Streamlining the workflow for product orders and tracking. Leading and scheduling onboarding. Talent communications and feedback. Training team members and developing process docs and templates. Ad copy trafficking. Reporting impressions, geo data and air checks.

2024 - PRESENT — AD OPERATIONS COORDINATOR, QCODE MEDIA; REMOTE

Monetizing a roster of podcasts while managing their ad plans and growing the network.

2024 — PRODUCER, STREET RAT STUDIOS, LLC; LOS ANGELES, CA

Managed talent, crew, catering and union agreements on a $19k budget short.

2024 — READER, LATINO THEATER CO.; LOS ANGELES, CA

Assisted as a reader and delivered feedback on two projects in development.

2016 - 2024 — PRODUCER/DIRECTOR/WRITER, EAST COAST HEART PROD.; REMOTE

Developed, wrote, directed and produced two seasons of a web series under a SAG-AFTRA New Media agreement, as well as a video poem for social media. Managed talent union contracts, location scouting, catering, call sheets, production schedules & insurance. Achieved awareness & visibility through social media marketing.

2021 - 2023 — PRODUCTION COORDINATOR, WPROMOTE; REMOTE

Built work back calendars and increased project efficiency through streamlined asset management, stakeholder communication, quality assurance, process development and implementation.

2014 - 2021 — APPLE

- **PRODUCER; REMOTE (CONTRACT) — 2021**
  Delivered projects in the pipeline by editing, publishing and producing digital content. Improved app navigation and developed process documentations.
- **AT HOME ADVISOR CHAT SPECIALIST; REMOTE — 2020-2021**
  Enriched customers' lives through tier 1 macOS and iOS tech support, while utilizing the skills of Acknowledging, Aligning and Assuring.
- **GENIUS | ADMIN | BUSINESS EXPERT | SPECIALIST; GLENDALE, CA — 2014-2021**
  Offered solutions through troubleshooting, diagnostics, repair, briefings and account management. Streamlined workflows and managed timely repair/sales queues.

2019 — PRODUCTION ASSISTANT, WARNER BROS. TV; LOS ANGELES, CA

Day Player, teamed with the Locations department, on the set of the TV series "Young Sheldon."

2016 - 2018 — EXECUTIVE PRODUCER, 163RD STREET FILMS; LOS ANGELES, CA

Produced a short, *Goodnight*, selected for screenings at 8 festivals. Led the project by managing talent contracts, payroll, production schedules and wardrobe fittings. Raised a $17k budget through crowdfunding & social media.

2017 — PRODUCTION COORDINATOR, BALDWIN HARDWARE; LOS ANGELES, CA

Freelance position coordinating payroll, principal talent casting, contracts, catering and logistics for a set of 4 corporate videos for digital and promotional use. 23k views on the top performing video.

2013 - 2014 — LOGISTICS COORDINATOR, ARDWIN FREIGHT; BURBANK, CA

Managed TL freight logistics, account management, dispatch and rate negotiations out of the California market.

2011 - 2012 — INTERN NEWS ANCHOR, TRANSIT TV LA; SUN VALLEY, CA

On-Camera reporting with teleprompter. Contributed to content research.

2011 - 2012 — RETAIL ASSISTANT STORE MANAGER, SIDECCA; NORTHRIDGE, CA

Keyholder and supervisor. Trained and conducted staff reviews. Motivated the team to reach daily sales goals. Displayed fashion merchandise effectively to maximize purchase appeal.

2011 — TOUR GUIDE, UNIVERSAL STUDIOS HOLLYWOOD; UNIVERSAL CITY, CA

Worked on a seasonal basis hosting studio tours while sharing enthusiasm for Film/TV with visitors.

2002 - 2011 — BRAND MANAGER & AMBASSADOR, INDEPENDENT CONTRACTOR; USA

Trained and supervised brand ambassadors. Completed event reports. Team efforts raised brand awareness and drove profits. Marketing events ranged from small to large scaled trade shows. Freelance, independent contractor for companies including: US Jesco, GT Events, Alloy Marketing, etc.

2007 — BACKGROUND CASTING ASSISTANT, CP CASTING; BOSTON, MA

Freelanced in the background casting department of the $18.5 million dollar budget feature, *The Invention of Lying*.

1998 — INTERN PRODUCER & HOST, TV CHANNEL 10; LAWRENCE, MA

Pitched, wrote, produced and hosted informational programming for the Lawrence Public Schools Channel.

EDUCATION

Northeastern University, Boston, MA — Bachelor of Science

VOLUNTEER

VIRTUAL EVENTS MODERATOR, CASA L.A.U.; REMOTE — 2023-2024

Moderated events on Zoom, hosted by film and television industry professionals.

PRODUCER, 14/48 HOLLYWOOD THEATRE FESTIVAL; REMOTE — 2023

Press outreach. Implemented marketing strategy & social media campaigns resulting in a 75% increase in followers.

PROFESSIONAL AFFILIATIONS

VICE CHAIR, BURBANK CULTURAL ARTS COMMISSION — 2023-2024

Advised the City Council and made recommendations on funding and the City Cultural Arts Plan policy. Launched the first annual Community Arts Grant Program. Planned events. Sponsored an art installation. Built the framework for a 5 year plan for the Arts. Managed social media, improved engagement and followers by 25%.

SKILLS & CERTIFICATIONS

Apple Certified Mac Tech (ACMT) 2020	Microsoft Office	Airtable	Quip
Google Workspace	Asana	Megaphone	Podscribe
iconik	frame.io	iMovie	Box
Dropbox	Slack	Final Cut Pro	Keynote

Application Form

Profile

Tanya
First Name

Middle Initial

Papazian
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91504
Postal Code

[redacted]
Primary Phone

Alternate Phone

Premiere Digital Services
Employer

Account Manager
Job Title

Media and Production
Occupation

Which Boards would you like to apply for?

Art in Public Places Committee: Submitted
Infrastructure Oversight Board: Submitted

Length of time as a Burbank Resident:

4 years and 1 month

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am interested in serving on a board, as I would like to be a useful source to my community, as I care about helping my community and therefore I am volunteering to be part of the Burbank Infrastructure Oversight Board Committee.

Education

Bachelor's Of Science in Computer Science and Information Technology.

Additional Pertinent Courses or Training

I have experience in using meeting apps such as, Zoom, Slack, Microsoft Teams. I have experience in using Google Docs and create Google sheets in order to keep the information for each project available to the team as well as keeping it organized to access in the future. I also have experience in Microsoft Office, Word, Excel, Access, Power Point.

Other Pertinent Skills, Experience or Interests

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

N/A

List Community activities in which you are involved:

N/A

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Infrastructure Oversight Board

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

My background is in Computer Science and Information Technology, and I have technical experience, which I believe will be beneficial to this position as well as management background.

What are your goals in serving on this Board/Commission/Committee?

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Art in Public Places Committee.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

My background is in Computer Science and Information Technology, and I have technical experience, which I believe will be beneficial to this position as well as management background.

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Question applies to Infrastructure Oversight Board

Please list your experience, knowledge and/or expertise with City infrastructure and affiliated processes and procedures for projects (both major and routine/regular) and maintenance.

I do not have experience with the City Infrastructure and its processes, but I would like to have the opportunity to be part of the Burbank Infrastructure Oversight Board and learn about the Infrastructure processes and procedures.

Question applies to Infrastructure Oversight Board

Please list your expertise and knowledge as it pertains to City infrastructure in any of the following areas (indicate which of the following apply and further explain each item below):

- Civil Engineering
- Architecture
- Project Management
- Urban Planning
- Traffic Engineering (including parking)
- Structures/Buildings
- Construction Management
- Budget/Financing
- Other related and pertinent experience

(Please type your response in the comment box below)

Question applies to Infrastructure Oversight Board

Project Management: I have experience in Account and Project management, as I am able to prioritize projects based on due dates as well as working on each project individually from beginning to end. Budget/Financing: I have experience in Finance as I am able to provide and assist in calculating and advising on any financing projects.

Acknowledgement

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

TANYA PAPAZIAN

Burbank, CA 91504 * [redacted] * [redacted] * US Citizen

PROFESSIONAL SUMMARY

Experienced and highly organized project support professional with over five years of experience supporting senior leadership, managing projects, optimizing efficiency, productivity, and managing customer related requests, as well as providing excellent service quality across multiple environments. Proven ability to enhance office operations, work collaboratively across departments to support end users, optimize IT performance, managing calendar, prioritizing tasks, and serving as the liaison between executives, staff, and the public. Committed to provide efficient and transparent administrative support in service of public-sector goals and community standards.

TECHNICAL SKILLS

- Operating Systems: Windows, Mac OS
- Customer Support Tools: Zendesk-
- Project Management Tools: JIRA, Monday, Confluence
- Client Experience and Support
- Tools & Platforms: Slack, Zoom, Teams
- Team Leadership
- Time Management & Outlook Calendar Management
- Event Planning
- Excellent Communication Skills
- Systems: Microsoft Office 365, Google Suite
- Microsoft Access
- Administrative Assistant

PROFESSIONAL EXPERIENCE

Project Manager – Premiere Digital Services, Inc, (Warner Bros), October 2021 – Present

- Managed 15 client accounts, driving a 30% increase in business volume by developing strategies using JIRA, Zendesk, and Microsoft Office 365.
- Collaborated with cross-functional teams to ensure on-time delivery of customer orders.
- Work closely with the company director and executives to identify new business opportunities.
- Contribute to increasing business volume by 30% over the course of a year by suggesting and implementing new customer service initiatives.
- Exceeded client expectations, leading to all 15 client accounts renewing their annual contracts.
- Led IT escalations for internal system failures and coordinated cross-functional technical solutions, minimizing downtime and maintaining service levels.
- Proactively seek all operational opportunities for cost reduction while maintaining and improving IT efficiency.
- Encourage all team members to be productive and accountable in terms of personal accountability for all team outcomes in all areas of assigned projects.

Client Experience and Support Fulfillment Lead - Target Corporation, November 2017 – September 2021

- Provided excellent customer support experience by handling customers complaints, and finding appropriate solutions and alternatives within the time limits.
- Managed IT helpdesk operations for 100+ users, resolving issues with Windows OS, Microsoft 365, and internal network systems using Zendesk.
- Provided accurate, valid, and complete information by using our internal sales and inventory systems.
- Assisted the information technology team, and account executives, by providing support throughout all phases of the sales process, and achieved 120% to 135% of annual quotas year over year.
- Trained and managed the online sales team by creating business specific strategies and goals.
- Collaborated with the IT team to implement new technologies, ensuring smooth transitions and minimizing downtime for 100+ users.
- Increased revenue by 36% by implementing new customer service strategies.

TANYA PAPAZIAN

Burbank, CA 91504 * [redacted] * [redacted] * US Citizen

- Managed effective working environment and relationships with external service providers.
- Established trust with end users during business interactions to support the IT service delivery goals.
- Established effective working relationship with all of the business and IT partners.
- Administered routine software installations and system updates, adhering to IT security guidelines and documentation protocols.

Technical Support Analyst – Montclair State University Library, June 2015 – October 2017

- Installed and configured software applications, Adobe, Office Suite to improve user experience and functionality.
- Provided prompt solutions and proactive troubleshooting support to resolve subtle and complex issues.
- Diagnosed and resolved technical issues related to Windows OS, Mac OS, and networking for over 30 users per day.
- Successfully reached solutions for 90% of computer errors, and escalated more complex tickets to higher tiers to assist clients as quickly as possible.
- Created user accounts for over 80 faculty members and students per month, and assisted them with setting up and customizing their accounts.
- Active identification and advise the IT management team of any potential business, technical, and compliance risks related to the delivery of IT services.

Research Analyst - Rochester Institute of Technology, May 2014 - May 2015

- Worked on tracking and identifying targets from real time videos.
- Used Maya Autodesk to create a camera to use in the 3D space by having the camera focus on specific objects in the 3D space.
- Developed algorithms in MATLAB to process astrophysical data and create 3D visualizations using Maya Autodesk.
- Contributed to the creation of a data pipeline to process large datasets, enhancing research capabilities in the IT department.
- Identification of targets from real time videos using MATLAB-created algorithms.

EDUCATION

Montclair State University

- Bachelor of Science: Computer Science, May 2014
- Bachelor of Science: Information Technology, May 2014

Application Form

Profile

Marjani
First Name

Middle Initial

Elgenedy
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91502
Postal Code

[redacted]
Primary Phone

Alternate Phone

CHAMPS Charter High School of the Arts
Employer

Music Teacher
Job Title

Teacher
Occupation

Which Boards would you like to apply for?

Art in Public Places Committee: Submitted

Length of time as a Burbank Resident:

3 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am excited to apply for a position on the Cultural Arts Commission in Burbank because I believe art and culture are the heart of a thriving community. As a music teacher and advocate for the arts, I have seen firsthand how creative expression inspires individuals, fosters empathy, and strengthens social bonds. Serving on the Commission would allow me to contribute my expertise and passion to cultivate Burbank's vibrant arts scene while ensuring it reflects the diversity and richness of our community. Beyond its intrinsic value, the arts also drive economic growth by attracting tourism, supporting local businesses, and creating jobs. Additionally, cultural initiatives preserve heritage and shape a shared identity, making Burbank a more connected and dynamic place to live. I am eager to collaborate with fellow commissioners, artists, and community members to promote inclusive, innovative, and accessible arts programs. By championing Burbank's cultural landscape, I hope to help build a future where creativity flourishes and everyone feels a sense of belonging.

Education

2022-2023 CAL STATE NORTHRIDGE * M.A. in Educational Administration with Distinction * Preliminary Administrative Credential 2012-2016 CAL STATE NORTHRIDGE * B.A. in Music Education (Choral Emphasis) * Minor in Psychology * Single Subject Teaching Credential-Music 2004-2009 CAL STATE NORTHRIDGE * B.A. in Journalism (Broadcast Emphasis) * Minor in Communication Studies

Additional Pertinent Courses or Training

N/A

Other Pertinent Skills, Experience or Interests

- Coordinating school concerts, musical, community events - Program Development & Strategic Planning - Curriculum Design & Implementation - Cross- Cultural Collaboration & Community Engagement ● - Organized, Effective Time-Manager - Problem-Solver - Detail-Oriented & Multitasking - Exceptional Communication & Interpersonal Skills - Budget Management & Grant Writing

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

N/A

List Community activities in which you are involved:

My children attend BUSD schools, and they participate in Burbank Park and Rec activities.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

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○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

N/A

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Cultural Arts Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

My education is extensive in education and educational leadership.

What are your goals in serving on this Board/Commission/Committee?

Serving on Burbank's Cultural Arts Commission is an opportunity to champion the arts as a vital force for community connection, creativity, and economic vitality. My goals are: Amplify Diverse Artistic Voices – Support local artists, especially underrepresented creators, and ensure Burbank's cultural programs reflect the richness of its community. Foster Accessibility & Inclusion – Break down barriers to arts engagement by promoting affordable, equitable access to performances, exhibitions, and educational initiatives. Strengthen Creative Collaboration – Build partnerships between artists, organizations, and businesses to expand opportunities and sustain a thriving arts ecosystem. Preserve & Innovate Cultural Heritage – Honor Burbank's artistic legacy while encouraging bold, contemporary expressions that resonate with new generations. Enhance Arts Education & Outreach – Advocate for programs that inspire youth, lifelong learners, and underserved populations through the transformative power of the arts. By advancing these priorities, I hope to help shape Burbank into a model cultural hub—one where the arts spark dialogue, drive economic growth, and deepen the community's shared sense of pride and belonging.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Art in Public Spaces Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

My education is extensive in education and educational leadership.

What are your goals in serving on this Board/Commission/Committee?

I am inspired by my 7-year-old budding artist son, my goal is to help build a Burbank where public art sparks wonder and pride for every generation. I will champion art that reflects our diverse community's stories, actively listen to resident voices, create opportunities for local artists, and ensure our artistic legacy is both vibrant and responsibly stewarded for the future. I want to help shape a city that inspires creative minds, young and old, making art an accessible and integral part of our shared home.

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Marjani Elgenedy

Marjani Elgenedy

Educational Administration- Director/Coordinator of Educational Programs

● Burbank, CA ● [redacted] ● [redacted]

Dynamic and results-driven Director/Coordinator of Educational Programs with a steadfast commitment to equity, culturally responsive practices, and student well-being. Dedicated to cultivating transformative, strengths-based learning environments that empower students to excel academically and personally. Proven expertise in designing and implementing culturally responsive curricula, coordinating impactful educational programs, and creating meaningful cross-cultural experiences that extend beyond the classroom. A compassionate and visionary leader with a demonstrated ability to foster collaborative school cultures and drive positive change for students, educators, and communities. Confident in my ability to inspire excellence, champion equity, and prepare the leaders of tomorrow through innovative, forward-thinking education.

SKILLS

- Program Development & Strategic Planning
- Curriculum Design & Implementation
- Cross- Cultural Collaboration & Community Engagement
- Organized, Effective Time-Manager
- Problem-Solver
- Detail-Oriented & Multitasking
- Exceptional Communication & Interpersonal Skills
- Budget Management & Grant Writing
- Coordinating school and community events

EDUCATION

Master of Arts in Educational Administration
With Distinction | Preliminary Administrative Credential
California State University, Northridge | 2022-2023

Bachelor of Arts in Music Education (Choral Emphasis)
Minor in Psychology | Single Subject Teaching Credential- Music
California State University, Northridge | 2012-2016

Bachelor of Arts in in Journalism (Broadcast Emphasis)
Minor in Communication Studies
California State University, Northridge | 2004-2009

ACHIEVEMENTS & RECOGNITION

AWARDS:

- PUSD Outstanding Service Award | MAY 2024
- CAVA Teacher of the Quarter | Q3 2022

GRANT ACQUISITION:

Secured funding for PUSD choral programs through grants from:

- Fitzberg Foundation (2024)
- Altadena Rotary (2022, 2024)
- Pasadena Educational Foundation (2022)

CHOIR HONORS & AWARDS:

- Teacher dedication recognition for musical excellence by Music Celebrations International to perform at the **Dublin** Choral Festival (2027).
- Teacher dedication recognition for musical excellence by Distinguished Concerts International New York at **Carnegie Hall** (2025).
- Led PUSD choirs to **1st Place and Excellent ratings** at the National Music in the Parks Festival (2023, 2024).
- Achieved **Excellent ranking** at the Southern California Vocal Association (SCVA) Festival (2023).
- Selected for the **Los Angeles Master Chorale's 35th Annual High School Festival** at Walt Disney Concert Hall (2024).
- Awarded **2nd Place and Excellent** in the National Music in the Parks Festival (2024).

Marjani Elgenedy

Educational Administration- Director/Coordinator of Educational Programs

● Burbank, CA ● [redacted] ● [redacted]

PROFESSIONAL EXPERIENCE

CHORAL DIRECTOR

CHAMPS Charter High School of the Arts - Van Nuys, CA | 2025-Present

- Choir Director for grades 9-12.
- Organized field trips to competitions, festivals, and concerts.
- Fostered cultural diversity and community engagement.
- Serving as vocal director for a musical production.

ITINERANT CHORAL & INSTRUMENTAL DIRECTOR

HLPUSD - City of Industry, CA | 2024-2025

- Director of elementary (TK-5) choral, general music, recorder and violin programs.
- Develops and implements engaging curriculum to foster musical growth and creativity. Site locations below:
  - Mesa Robles K-8 • Wedgeworth • Grazide • Cedarlane K-8

CHORAL DIRECTOR

PUSD - Pasadena, CA | 2022-2024

- Revitalized the 6-12 choral program at Marshall Fundamental Secondary School, Pasadena.
- Established a choir club constitution, student/parent organizations.
- Managed financial accounts.
- Organized field trips to competitions, festivals, and concerts, resulting in multiple awards and recognitions.
- Fostered cultural diversity and community engagement.
- Served as vocal director for two musical productions.

MUSIC TEACHER

CAVA - Los Angeles, CA | 2019-2022

- Founded and led California Virtual Academies, Los Angeles first virtual choral program, expanding access to music education.
- Taught music appreciation courses, integrated technology to enhance student learning.

MUSIC TEACHER

LAUSD - Los Angeles, CA | 2017-2019

- Instructed general music, guitar, and music technology classes for grades 6-12 at Maywood Center for Enriched Studies.
- Composed and published the school's first Alma Mater, "M.a.CES Alma Mater," on JW Pepper.

MUSIC TEACHER

AUSD -Azusa, CA | 3/2017-5/2017

- Substitute traveling general music teacher for six elementary schools in the district. Site locations below:
  - Murray Elementary • Paramount Elementary • Ellington School K-8 • Valleydale Elementary • Hodge Elementary • Mountain View Elementary

Marjani Elgenedy

Educational Administration- Director/Coordinator of Educational Programs

● Burbank, CA ● [redacted] ● [redacted]

STUDENT TEACHING EXPERIENCE

Student Teacher | Master Teacher: Kelly Callirgos
CHIME Institute- Elementary | Woodland Hills, CA | 10/2016-12/2016

- Instructed general music & concert band for grades TK-8th grade.

Student Teacher | Master Teacher: Molly Peters
Hart District- West Ranch HS & Rancho Pico MS | Valencia, CA | 8/2016-10/2016

- Instructed choir and guitar classes.

Student Teacher | Master Teacher: Christine DeMore
BUSD- Starr Jordan MS | Burbank, CA | 01/2016-05/2016

- Instructed general music and choir.

Student Teacher | Master Teacher: Amy Rangel
GUSD- Glendale HS | Glendale, CA| Summer, 2015

- Instructed, coached and conducted Concert Band rehearsals & showcase for the Glendale High School Summer Music Clinic.

MEMBERSHIPS & SCHOLARSHIPS

♫ Southern California School Band & Orchestra Association (SCSBOA) | SINCE 2025
♫ Southern California Vocal Association (SCVA) | SINCE 2016
♫ American Choral Directors Association (ACDA) | SINCE 2015
♫ Kodaly Association of Southern California (KASC) | SINCE 2016
♫ Choral Representative for NAfME Collegiate, CSUN | SINCE 2015
♫ Ellen Berke Music Education Scholarship Award | 2014
♫ Mary Louise Reilly Music Education Scholarship | 2013
♫ National Association for Music Education / California Music Educators Association | SINCE 2012

PROFESSIONAL LEARNING COMMUNITIES & VOLUNTEER WORK

* Connected Arts Network PLC 2025-2026
* Burbank Arts and Education Foundation 2025-Present

Application Form

Profile

lernik
First Name

Middle Initial

minas
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

burbank
City

CA
State

91501
Postal Code

[redacted]
Primary Phone

Alternate Phone

Juicility LLC
Employer

store manager
Job Title

Co-Founder & Operations Manager
Occupation

Which Boards would you like to apply for?

Art in Public Places Committee: Submitted
Burbank Water and Power Board: Submitted

Length of time as a Burbank Resident:

1

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am interested in serving on a City of Burbank board, commission, or committee because I care deeply about community engagement, responsible decision-making, and contributing my professional experience to support the City’s long-term goals. As a local small business co-owner and operations manager, as well as a graduate business student, I understand the importance of balancing economic development, operational efficiency, and community needs. Through my professional experience in operations, administration, payroll, and data analysis, I have worked closely with diverse stakeholders, managed confidential information, and supported organizations in making informed, practical decisions. I believe these skills translate well to public service, where thoughtful analysis, collaboration, and transparency are essential. Serving on a board or commission would allow me to give back to the community, bring a practical business and operations perspective, and actively participate in initiatives that improve quality of life for residents and businesses in Burbank. I am motivated to listen, learn, and contribute in a way that supports equitable growth and effective governance.

Education

Master of Business Administration (MBA) California State University, Northridge (CSUN) Expected Completion: May 2025

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

None. This would be my first appointment, and I am eager to contribute my skills and experience to City service.

List Community activities in which you are involved:

Local Small Business Engagement – Co-owner and Operations Manager of a small business, actively engaging with customers, vendors, and neighboring businesses while contributing to the local economy and community presence. University & Student Support Activities (CSUN) – Supported students through administrative and operational roles by assisting with inquiries, explaining processes and policies, and coordinating services across departments.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

n/a

lernik minas

Conflict of Interest

Conflict of Interest:

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○ Yes ◉ No

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Sustainability Board / Environmental Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I bring a strong background in business operations, administration, and data-driven decision-making. I am currently completing a Master of Business Administration (MBA) with a focus on business management and analytics, and I hold a Bachelor's degree in Management as well as a Certified Associate in Project Management (CAPM) credential. Professionally, I have experience as a small business co-owner and Operations Manager, where I oversee daily operations, budgeting, payroll, vendor coordination, compliance, and customer service. This role has strengthened my understanding of local business challenges, operational efficiency, and regulatory requirements. In addition, I have worked in administrative and business services roles within a university setting, supporting leadership, preparing payroll documentation, analyzing reports, and coordinating communications with a diverse range of stakeholders. My background has developed strong organizational, analytical, and communication skills, as well as experience handling confidential information and working collaboratively to support informed decision-making. I believe these qualifications would allow me to contribute thoughtfully and responsibly to the duties of a City board, commission, or committee.

lernik minas

What are your goals in serving on this Board/Commission/Committee?

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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lernik minas

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

LERNIK MINAS

Los Angeles, CA
[redacted]

ASSISTANT REGIONAL SERVICE MANAGER | OPERATIONS & FIELD LEADERSHIP

Operations and people leader with 6+ years of experience managing teams, facilities, and day-to-day operations in fast-paced, customer-facing and regulated environments. Proven ability to lead staffing, training, inventory, compliance, and service excellence across locations. MBA-educated with strong analytical, reporting, and cross-functional collaboration skills.

PROFESSIONAL EXPERIENCE

Store Manager / Office & Operations Lead

Juicility LLC – Los Angeles, CA
June 2025 – Present

- Direct end-to-end operations for a growing food & beverage business, ensuring consistent service quality, safety, and customer satisfaction.
- Lead staffing, onboarding, scheduling, training, and performance support for team members in a customer-centric environment.
- Manage inventory, supplies, equipment, and vendor relationships, ensuring product availability and operational readiness.
- Track expenses and support budget management and cost control.
- Maintain a clean, safe, and compliant workplace, aligning with health, safety, and operational standards.
- Serve as the primary point of contact for internal teams, vendors, and external partners.
- Implement process improvements to increase efficiency, service consistency, and team productivity.

Administrative Assistant – Office & HR Support

California State University, Northridge (CSUN) – Northridge, CA
February 2025 – June 2025

- Supported departmental operations within a large public university environment.
- Assisted with employee onboarding logistics, records management, and confidential documentation.
- Coordinated calendars, meetings, and internal communications for leadership and staff.
- Served as a front-facing contact for students, faculty, and visitors, ensuring a professional and welcoming experience.
- Maintained accurate digital and physical records in compliance with institutional policies.

HR Manager Assistant

MAFA Carriers Inc. – Bloomington, CA
September 2023 – February 2024

- Supported HR and operations leadership with onboarding, employee records, payroll coordination, and compliance documentation.
- Maintained confidential HR files and ensured adherence to company policies.
- Assisted with internal communications and employee support requests.
- Helped reinforce policy compliance and organizational standards across teams.

Operations Manager

CVS Pharmacy – Pasadena, CA
June 2021 – September 2023

- Oversaw daily operations, staffing, scheduling, documentation, and reporting in a high-volume retail environment.
- Managed and coached teams to meet performance, service, and operational KPIs.
- Ensured compliance with corporate policies, safety standards, and regulatory requirements.
- Coordinated inventory, assets, and vendor needs to support uninterrupted service.
- Collaborated with district leadership to execute operational initiatives and improvements.

Operations Supervisor

CVS Pharmacy – Pasadena, CA
August 2020 – June 2021

- Supported store leadership with staff coordination, scheduling, reporting, and daily operations.
- Assisted with training, documentation, and performance support.
- Helped maintain a safe, organized, and efficient work environment.

EDUCATION

Master of Business Administration (MBA)
California State University, Northridge

Bachelor of Science – Business Management
California State University, Northridge

CORE SKILLS

- Multi-Site & Daily Operations Management
- Team Leadership, Hiring & Onboarding
- KPI Tracking & Process Improvement
- Customer Experience & Service Excellence
- Compliance, Safety & Policy Enforcement
- Inventory, Assets & Vendor Management
- Cross-Functional & Stakeholder Collaboration
- Scheduling, Workforce Planning & Reporting
- Microsoft Excel, Word, PowerPoint, Teams

Application Form

Profile

Jean
First Name

Middle Initial

Marinelli
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91504
Postal Code

[redacted]
Primary Phone

Alternate Phone

BUSD
Employer

Intervention Teacher
Job Title

Teacher/Musician
Occupation

Which Boards would you like to apply for?

Art in Public Places Committee: Submitted

Length of time as a Burbank Resident:

27 Years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I love my city, and always appreciate the art I see, big or small, public or private. I think it is important to break up the view of business areas where money is all-important with something visual that is intended just for emotional pleasure. I am a member of the Burbank Rose Parade Association, Burbank Arts Association, and have been a musician in the Burbank Philharmonic.

Education

BA from Iowa State University, masters in music classes from USC.

Additional Pertinent Courses or Training

All-American College Band, Disneyland

Other Pertinent Skills, Experience or Interests

As an employee of BUSD, I see citizens of our city moving through the stages of life and witness the young artists at work. I attend Museums in every city I visit, and also where I live.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

N/A

List Community activities in which you are involved:

Burbank Rose Parade Float Burbank Artists Association BUSD Music Programs

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Art in Public Places

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

A lifetime of experiencing art close-up and from afar.

What are your goals in serving on this Board/Commission/Committee?

To beautify Burbank as appropriately as possible.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Jean Marinelli

Jean Marinelli

Burbank, CA
[redacted]

Summary

I have worked as a professional French Hornist for over 30 years in Los Angeles and the world. I also have worked locally for BUSD for 19 years.

Education

Iowa State University

Music/Journalism • Ames, Iowa 06/1981

High Academic Scholarship 1977 1981

Selected from 5000 applicants for Disney All American College Band.

Press Intern Governor of Iowa 1977-1978

US Senate Intern and Aide 1978-1980

Skills

Pianist and French Hornist, Teacher, Amateur Painter, Jeweler, and Sketch Artist

Experience

Self

Freelance Musician 09/1993 - Present

Performed on every public stage in Los Angeles in contract orchestras, musicals, special concerts, all events. Toured with artist Adele.

Volunteer

President BHS IMA 2009-2015 08/2008 - 08/2015

I was President of the John Muir and the BHS Music Booster associations for the years my son was involved in their program. I created concert fund raisers, organized events, and worked with the students and the Music Directors at each school.

BUSD

Teacher/Substitute Teacher 08/2007

I have worked as a Music Coach, Substitute Teacher and Reading Intervention Teacher since 2007

Teen Magazine

Copy Editor • Los Angeles 09/1981

Copy edited national monthly fashion magazine for Teens.

Application Form

Profile

Zara
First Name

JANE LEAL
Middle Initial

Gomez
Last Name

[redacted]
Email Address

[redacted]
Home Address

[redacted]
Suite or Apt

Burbank, CA
City

CA
State

91502
Postal Code

[redacted]
Primary Phone

Alternate Phone

Pamela Studios
Employer

Senior Urban + Landscape Designer
Job Title

Urban +Landscape Designer
Occupation

Which Boards would you like to apply for?

Art in Public Places Committee: Submitted

Length of time as a Burbank Resident:

19 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am interested in serving on the Art in Public Places Committee because it brings together the work that matters most to me: public space, community wellness, and art that people encounter in their everyday lives. As both a designer and artist based in Burbank, I care deeply about how our streets, plazas, and civic spaces reflect the people who use them and tell the story of our community. As a mosaic artist and nonprofit founder focused on community-based art, I want to help steward projects that are both high-quality and accessible to all residents. Serving on this Committee would allow me to bring my experience with collaborative art, community engagement, and placemaking to support thoughtful decisions about where and how public art is integrated throughout the city, and to help ensure that new projects continue to celebrate Burbank's diversity and creative energy.

Education

University of Southern California, Bachelor of Architecture UCLA Extension Landscape Architecture, with Highest Honors

Additional Pertinent Courses or Training

Urban Planning Streetscapes/ Placemaking All forms of art (esp. glass and mosaic) Crosswalk Art Murals

Other Pertinent Skills, Experience or Interests

AWARDS City of Burbank Honorary Service Award, The President's Volunteer Service Award, Burbank Unified School District "Quality of Life" Merit Award, ASLA AFFILIATIONS Burbank Eco Council - Member American Society of Landscape Architects 2014 Chairperson for Mobility Committee, Panorama City Neighborhood Council AREAS OF EXPERTIES Graphic visualization tools (photo simulations, 3-D video fly-throughs) Spatial Design Design Guidelines Creative Placemaking and Public Arts Mosaics & Wall Murals Crosswalk art murals Gateways

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

N/a

List Community activities in which you are involved:

Burbank Eco Council Currently Teaching at Burbank Park and Recreation

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/a

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Art in Public Space Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I bring more than 15 years of experience in architecture, landscape architecture, and urban design, with much of my work grounded in what is often called creative "Placemaking", in which I integrate arts and culture into projects that support the physical, social, and economic well-being of neighborhoods. At Alta Planning + Design, I have worked on Complete Streets, trail, and public-realm projects that don't just move people, but also aim to make streets and public spaces feel welcoming, expressive, and reflective of local identity. This includes efforts such as the Moorpark Arroyo Simi Trail Arts and Design Guidelines, the Bishop Downtown Specific Plan (recognized with the 2023 APA–CA Central Section Award of Excellence for a small jurisdiction), and several artistic crosswalk and street safety projects across Los Angeles County where color, pattern, and storytelling were used to enhance visibility, walkability, and neighborhood pride. Through these projects, I have gained practical experience balancing technical requirements, sustainability, and safety with the desire to celebrate local culture while always asking how a design can both function well and feel like it truly belongs to the community it serves. My education includes a Bachelor of Architecture with a minor in Landscape Architecture from the University of Southern California and a Landscape Architecture Certificate with Highest Honors from UCLA Extension, which ground my work in design excellence and give me a strong foundation for contributing thoughtfully to public art decisions in Burbank.

What are your goals in serving on this Board/Commission/Committee?

My goals in serving on the Art in Public Places Committee are to help ensure that Burbank's public art investments strengthen a true sense of place, advance equity, and support the well-being of our neighborhoods. I hope to contribute a creative placemaking lens. To look at how art, design, and policy can work together so that projects not only meet code and funding requirements, but also feel rooted in the stories, cultures, and daily lives of residents. I would like to help the Committee make clear, thoughtful recommendations on art plans and use of the Art in Public Places Fund, support opportunities for artists with diverse backgrounds, and encourage projects that invite people to walk, linger, and connect with each other in our shared public spaces.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

N/A

What are your goals in serving on this Board/Commission/Committee?

N/A

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

zara gomez

Art in Public Places Committee - Designer / Planner

[redacted]
Burbank, Calif. 91502

OBJECTIVE

As a Landscape and Urban Designer, I care deeply about how everyday places feel for the people who use them. My work focuses on creative placemaking and the role of art in streets, greenways, and public spaces that support the physical, social, and economic well-being of neighborhoods. As a longtime Burbank resident, I hope to bring this experience in creative placemaking and public-realm design to the Art in Public Places Committee, helping ensure our city continues to feel welcoming, beautiful, and rooted in the stories of its residents.

PROFESSIONAL BACKGROUND

July 2023 - Present

Senior Landscape Designer
Pamela Studios, La Crescenta, Calif

- Design outdoor learning and play spaces that use biodiversity, water-saving strategies, and natural materials to create engaging environments for children.
- Conduct site evaluations and develop construction plans that respond to codes, environmental standards, and the character of each neighborhood.

2019 - July 2023

Senior Designer
Alta Planning + Design, Los Angeles, Calif

- Led and supported collaborative work with interdisciplinary teams on municipal master plans, urban revitalization efforts, design standards, active transportation and greenway corridors, public open spaces, and tactical urbanism projects, with a consistent focus on placemaking and community needs.
- Developed design concepts and visual materials that helped agencies, decision-makers, and residents understand how proposed streetscape and public-realm improvements would look and feel on the ground.

2014 - 2019

Landscape Designer / Urban Planner
Gruen Associates, Los Angeles, Calif.

- Created visualizations and presentation materials for streetscapes, gateways, and public spaces that helped secure project approvals and funding.
- Worked on a range of residential, commercial, and civic projects, including corridor plans and campus improvements recognized for design quality and contribution to community life.

2014

Chairperson, Mobility Committee
Panorama City Neighborhood Council, Panorama City, Calif

SELECTED PUBLIC REALM & ARTS PROJECTS

Design Guidelines

Moorpark Arroyo Simi Trail Arts & Design Guidelines
Moorpark, Calif.

In Moorpark, I helped develop arts and design guidelines for the Arroyo Simi Trail that treat the greenway as a continuous cultural and ecological storyline rather than just a path. I worked on connecting landscape, wayfinding, and public art so that gateways, trail entries, and rest points feel distinctive, intuitive, and rooted in Moorpark's environment and community life. This included identifying opportunities where color, materials, and integrated art can quietly support safety and visibility while inviting people to slow down, notice the creek corridor, and feel a stronger everyday relationship to the neighborhoods along the trail.

EDUCATION

Landscape Architecture Certification, with Highest Honors
University of California, Los Angeles 2013

Bachelor of Architecture, Minor in Landscape Architecture
University of Southern California, 2004

EXPERTISE

- Creative placemaking and public-realm design
- Active transportation and Complete Streets planning
- Greenway and corridor planning
- Streetscape, plaza, and open space design
- Community-facing visual communication

TECHNICAL SKILLS

- AutoCAD and 3D rendering
- Adobe Creative Suite
- Graphic design

AWARDS

Honorary Service Award 2015
City of Burbank

"Quality of Life" Merit Award,
ASLA, Oct. 2014

Award of Excellence,
UCLA Extension, Student Chapter of ASLA, 2012, 2011

2023 APA-CA Central Section Award of Excellence, Downtown Bishop Specific Plan
Alta Planning + Design team recognition



zara gomez

Art in Public Places Committee - Designer / Planner

[redacted]
Burbank, Calif. 91502

SELECTED PUBLIC REALM & ARTS PROJECTS, Cont.

Design Guidelines

Heat Island Reduction Toolkit, Pasadena
Pasadena, Calif.

For Cooling Pasadena, I contributed to the Heat Island Reduction Toolkit by helping imagine how climate-resilient strategies could become tangible, people-friendly improvements in streets and public spaces. My role focused on framing cooling measures such as shade, planting, and reflective materials as part of a larger experience of comfort, dignity, and identity for residents in the Lincoln Avenue and Holly/Ramona areas, and on supporting concepts where art and neighborhood character can be layered into shade structures, routes, and small gathering spaces so that climate adaptation also feels like an investment in artful community life.



Master Plan & Streetscape

Downtown Bishop Specific Plan & Mixed-Use Overlay
Bishop, Calif.

As Lead Designer, I helped shape the Downtown Bishop Specific Plan and Mixed-Use Overlay through a collaborative process with city staff, stakeholders, and residents, with a focus on strengthening downtown character and everyday experience. The plan establishes development regulations, design guidelines, mobility recommendations, and implementation strategies, and I worked to ensure these tools support placemaking, beautification, and opportunities for public art across downtown. It frames wayfinding, signage, façade improvements, and pedestrian-scale lighting as a coordinated set of improvements that can foster a more artful and visually cohesive downtown and lays a strong policy foundation for future artist-led projects and grant funded public art initiatives. This work was recognized with the 2023 APA California Central Section Award in Excellence and Achievement in Planning, receiving the Comprehensive Planning Award of Excellence for a Small Jurisdiction.



Foothill Boulevard Master Plan
Claremont, Calif.

I focused on the artistic and placemaking aspects of the Foothill Boulevard project, designing key nodes and gateway moments that honor the corridor's Route 66 history while creating a welcoming everyday environment for the community. Working closely with the team at Gruen Associates, I shaped new entry monuments, signage, and transit nodes as civic art pieces that support wayfinding and tell the story of the corridor along its 2.2-mile length. By thoughtfully integrating form, materials, graphic language, and planting, I created a cohesive family of elements rooted in Claremont's City of Trees character and inviting people to experience daily routines as opportunities for artful engagement.



Complete Streets & Safe Routes to School

Los Angeles Great Streets Challenge Round 3,
Los Angeles, Calif.

Developed conceptual graphics and outreach materials for ten communities throughout Los Angeles County to implement place-keeping projects that will enhance the public realm. Assisted at community engagements and demonstration project installations to evaluate potential infrastructure improvements.



Beverly Hills and Hermosa Beach, Bicycle/Pedestrian Safety and Encouragement Program, Calif.

I contributed to Beverly Hills and Hermosa Beach quick build safety projects that used art and temporary materials to slow cars and make walking and biking feel more comfortable for everyday users. In Beverly Hills, I helped design and implement a large-scale street mural with painted curb extensions, planters, and bike racks that visually tightened the intersection, shortened crossings, and made pedestrian space more legible using a pattern inspired by the Beverly Hills Hotel. In Hermosa Beach, I supported the design and delivery of colorful curb extensions, high-visibility crosswalks, pedestrian islands, and a mini traffic circle along Prospect Avenue so that families, students, and park users could cross more safely while experiencing the corridor as a more artful and cared for neighborhood street.



REFERENCES UPON REQUEST

Burbank Municipal Code
§ 2-1-422: Art in Public Places Committee

Burbank Municipal Code
§ 2-1-422: Art in Public Places Committee

A. Composition of Committee: The Art in Public Places Committee shall consist of five (5) members. The Parks and Recreation Director or their designee shall serve as secretary to the Committee. The Committee shall have further staff representation from the Parks and Recreation Director or its designee.

B. Powers and Duties of the Committee: The Art in Public Places Committee shall review proposed art plans and its powers shall be limited to finding compliance with Subsections D and E of Section 10-1-1114 of this Code. In no way shall this Committee rule upon artistic content when considering art plans. Additionally, the Committee shall recommend to the City Council expenditures of the Art in Public Places Fund, including but not limited to art projects for public buildings or on public grounds.

C. Meetings: The Art in Public Places Committee shall hold public meetings as needed. Special meetings may be called by the chair or any two other members of the Committee.

D. Quorum: A majority of the members of the Committee shall constitute a quorum for the transaction of business.

E. Term: Committee members shall be appointed for a four-year term, and the commencement of such terms shall be staggered in keeping with the purpose and intent of Section 2-1-401.A.

STAFF REPORT

CITY CLERK'S OFFICE

DATE: February 24, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Kimberley Clark, City Clerk
BY: Maria Sanchez, Administrative Analyst I

SUBJECT: Appointment to Fill One Vacancy on the Burbank Water and Power Board for an Unexpired Term

RECOMMENDATION

Appoint one member to the Burbank Water and Power Board to fill an unexpired term ending July 31, 2028.

BACKGROUND

All Board, Commission, and Committee (BCC) Members shall be appointed by a three-fifths (3/5) vote of all Council Members and serve without compensation from the City. No person shall serve on more than one BCC at the same time. Vacancies on a BCC occurring during the term of office shall be filled within 90 days from the date the vacancy occurs. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee. In addition, all applicants must reside within the jurisdictional boundaries of the City of Burbank (per Burbank Municipal Code (BMC) §§ 2-1-404, 2-1-405, 2-1-406, and 2-1-407).

Once a vacancy is established, the City Clerk advertises the vacancy for 30 days, accepts applications, and provides the applications received to Council for consideration. Applicants have the option of applying for up to two BCCs, indicating their first and second choice.

The voting process established allows for each Council Member to vote as many times as there are vacancies on the BCC being considered; the applicants receiving a majority

of the votes in the first round are either appointed or move into the second round, if necessary. The process continues for as many rounds as are necessary to attain the correct number of applicants to fill the vacancy(ies).

Burbank Water and Power Board

The Burbank Water and Power Board (initially the Public Service Board) was established by Resolution No. 17,896 on April 19, 1977. On December 16, 2000, Council adopted Ordinance No. 3566 adding the Burbank Water and Power Board (Board) to the Burbank Municipal Code Section 2-1-418. The Board is composed of seven (7) members.

Members shall have the following powers and duties:

- Review and make recommendations on all capital improvements which require Council approval;
- Review and make recommendations on purchased power agreements with terms of more than five (5) years;
- Review and make recommendations regarding the Burbank Water and Power's annual budget;
- Review and make recommendations regarding electric and water rates;
- Approve all contract awards for goods, services and public work construction projects which are provided for in the Burbank Water and Power's annual budget;
- Perform such advisory functions as are delegated to it by the provisions of this code or other action of the Council or the General Manager of the Burbank Water and Power.

DISCUSSION

On January 12, 2026, the City Clerk's Office began advertising and accepting applications for one vacancy on the Board for an unexpired term ending July 31, 2028, created by the resignation of Board Member Christopher Malotte.

To obtain qualified candidates, a Notice of Vacancy was advertised through the following:

- City website
- City Council meeting announcements
- All social media platforms managed by the City Clerk's Office
- Press releases sent to the *Burbank Leader* and *MyBurbank.com*
- Notices posted on the City Hall Bulletin Board
- Community groups and organizations
- Constant Contact email notification

The deadline for submitting applications to the City Clerk's Office was Wednesday, February 11, 2026, at 5:00 p.m. The City Clerk's Office received a total of seven applications: Thomas Euper, Robert Ghevondian, Robert Nielsen, Lernik Minas, Michael Goldstein, Layla Kashani, and Christina Kopelman. The applications are listed in the order received.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONCLUSION

The City and the community both realize substantial benefits from civic involvement. Appointments to the boards, commissions, and committees help encourage public participation in the governmental process and ensure Burbank residents have a voice.

ATTACHMENTS

Attachment 1 – Applications and Resumes
Attachment 2 – BMC § 2-1-418

Applications and Resumes

City of Burbank Boards, Commissions & Committees

Application Form

Submit Date: Sep 07, 2025
Resubmitted for City Council Consideration: January 12, 2026

Profile

Thomas (First Name) | J (Middle Initial) | Euper (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Burbank (City) | CA (State) | 91504 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Hussmann Services Corp (Employer) | Superintendant (Job Title) | Commercial Refrigeration and Air Conditioning (Occupation)

Which Boards would you like to apply for?

Burbank Water and Power Board: Submitted

Length of time as a Burbank Resident:

58 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

To let my years of experience with commercial facilities be of more use by being able to help with the community i live in

Education

Burbank High 5 year apprentiship with commercial Refrigeration and Air Conditioning Local 250 Then 15 years of journeymanship courses until the state of california permimently certified me

Additional Pertinent Courses or Training

5 Years of Burbanks Finest - Joe Haggerty Plumbing 1980-1985 Then 20 + years of schooling and Training post High School

Other Pertinent Skills, Experience or Interests

20 + years being involved with the Edison International Tulare Tractor and power Engine show and clubs throughout California

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee:

After 40 years with Commercial Refrigeration 60+ hour weeks year round I am finally able to take on new ventures as i choose to slow down

List Community activities in which you are involved:

All Mechanical Clocks Engines Compressors Cars-Trucks Tractors Antiques Antique Photography Antique Books on a very high level

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

The Board, Commission or Committee (collectively Board) you are seeking appointment to provides City reimbursement for attending trainings or conferences. Therefore, under State Law all members of the Board must receive at least two hours of ethic's training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Not sure how to answer No doubt my skills and experiences could be used in all aspects

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

On a commercial level I have been involved with over 15 Million dollars of commercial mechanical projects from the rendering selling installing and servicing for decades My experience overlaps anything that the Water and Power Dept would be involved in

What are your goals in serving on this Board/Commission/Committee?

To make a difference To give back to the community that i love so much with the decades of skills and experiences i have to use where it is needed in our public works

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Not sure how to answer No doubt my skills and experiences could be used in all aspects

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

On a commercial level I have been involved with over 15 Million dollars of commercial mechanical projects from the rendering selling installing and servicing for decades My experience overlaps anything that the Water and Power Dept would be involved in

What are your goals in serving on this Board/Commission/Committee?

To make a difference To give back to the community that i love so much with the decades of skills and experiences i have to use where it is needed in our public works

Supplemental Questions

Acknowledgement

Acknowledgment No. 1 - General

ALL INFORMATION SUBMITTED IS A PUBLIC RECORD AND WILL BE POSTED ON THE CITY'S WEBSITE. All City Board, Commission, and Committee members serve without compensation from the City. No person shall serve at the same time on more than one Board, Commission or Committee. All applicants must be electors of, and actually reside in the City of Burbank, with the exception of the Burbank Cultural Arts Commission and the Sustainable Burbank Commission. (Per BMC Section 2-1-405, 2-1-406, 2-1-407)

☑ I Agree

Thomas J Euper

Application Form

Profile

Robert
First Name

Middle Initial

Ghevondian
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91504
Postal Code

[redacted]
Primary Phone

Alternate Phone

RG Enginnering
Employer

Principal
Job Title

Consultant
Occupation

Which Boards would you like to apply for?

Burbank Water and Power Board: Submitted

Length of time as a Burbank Resident:

9 years

Burbank Registered Voter?

○ Yes ◉ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

serve my community

Education

BS in electrical engineering

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

Burbank

List Community activities in which you are involved:

NA

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

Burbank

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

BWP

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

Electrical Engineering

What are your goals in serving on this Board/Commission/Committee?

new energy resources and clean power

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Robert Ghevondian

RG engineering LLC
Consulting Electrical Engineers
[redacted]
Burbank, California 91504
Contact: Robert Ghevondian
[redacted]

RG engineering has assembled a group of creative and dedicated professionals committed to providing state of the art engineering design for the building industry with nearly 115 years combined experience; our staff has consistently demonstrated their ability to complete project in a timely, accurate and profitable manner. Our electrical designs have been implemented in the construction of Medical and OSHPD compliances, governmental structures and educational, The RG engineering staff is also active involved in continued education to keep abreast of developing and new technologies.

RG engineering LLC is a WBE certified company.

Our primary objective at RG engineering is to ensure complete customer satisfaction. To achieve this end, we take an active role in the development and implementation of every new project. Our designs meet the most stringent aesthetic, economic, functional and energy compliant standards. We provide our clients with electrical engineering plans of the highest quality to accommodate their needs today as well as in the years to come. At RG engineering, we understand the importance of establishing long-term business relationships with our clients.

At RG engineering, we design electrical systems as single packages. Each services subsystem is delegated to a development specialist to ensure designs of the highest quality and ease of maintenance.

Our senior staff remains actively involved through each phase of every project - regardless of size. Senior staff provides direction and supervision from start to finish. Completed RG engineering designs are released to the client only after senior staff reviews and signs off on every project.

One of our primary goals is to develop advanced creative lighting and power design methods with LED lighting and photovoltaic system, to provide relatively greater emphasis on the reduction of energy consumption and green gas emissions.

We have completed numerous institutional LEED projects for the entire Los Angeles College District, while proudly holding a Gold Certification.

RG engineering Firm designs are created in AutoCAD and assure accurate calculations, enhanced designs, and consistency in our documents. With AutoCAD, we achieve faster response times, increased accuracy, and attractive presentations of construction documents.

In addition to design, RG engineering Firm also monitors, budgets, and schedules every aspect of project construction. Our staff adheres to the timetables and deadlines established with each client, ensuring that our designs are delivered in a timely and cost-effective manner.

In summation, RG engineering is highly committed to transforming potential obstacles into opportunities for innovative, efficient, and economically feasible design.

Select Relevant Experience:

Projects:

Retail Store	535 N. Fairfax Ave Los Angeles, CA
Fire Alarm	655 N. Central Ave Glendale CA
Los Angeles Valley College marquees	5800 Fulton Ave. Van Nuys, CA 91401
Los Angeles Valley College bungalows	5800 Fulton Ave. Van Nuys, CA 91401
97 units +retail stores	1112 Locust Ave Long Beach
108 units + retail stores	7401 Lankershim North Hollywood
121 units + retail stores	257 Mariposa Los Angeles
228 units + retail stores	411 Brand Blvd Glendale

139 units + retail stores	10375 West Washington Culver City
130 units + retail stores	232 S Burlington Los Angeles
Upward Housing Nursing Home	335 Mission Rd, Glendale, CA 91205
Villanova Girls Dormitory	Ojai, California
LA County Correction Center	Los Angeles, California
LA County Police department warehouse fire alarm	Malibu, California
2756 W James M Woods drive women CC fire alarm	Los Angeles, California
UCLA School of Dentistry	Los Angeles, California
UCLA Mira Hershey Hall	Los Angeles, California
UCLA Molecular Toxicology Laboratory	Los Angeles, California
UCLA Water Cooled Argon Laser Research Laboratory	Los Angeles, California
UCLA Molecular Science building Magnetic Research Lab	Los Angeles, California
UCLA CHS Biomedical Cyclotron Hot Cell Research Laboratory	Los Angeles, California
UCLA Simulator and Linear Accelerator Facility	Los Angeles, California
UCLA Powell Library	Los Angeles, California
UCLA Law Building	Los Angeles, California
UCLA Human Angio Room BL-142	Los Angeles, California
UCLA Murphy Hall Room A227	Los Angeles, California
UCLA Infusion Center	Los Angeles, California
UCLA CT Scan Unit	Los Angeles, California
UCLA Murphy Hall Server Room	Los Angeles, California
UCLA Plaza 100,200 & 300 Parking Pay Stations and Gates	Los Angeles, California
UCLA Ronald Reagan Hospital Pay Stations & Gates	Los Angeles, California
UCLA School OF Public Health A-Level.	Los Angeles, California
UCLA Cooperage Sandwich, Burger, Coffee Shop & Taco Bell	Los Angeles, California
UCLA CHS 33-165 Lab Renovation	Los Angeles, California
UCLA Factor Building 4th floor remodel	Los Angeles, California
UCLA Melnitz Hall Sound Studio	Los Angeles, California
UCLA Murphy Hall AIS Renovation	Los Angeles, California
UCLA CNSI Computer Room Addition	Los Angeles, California
UCLA CNSI 4, 5 & 6 Levels Storage Room Conversion	Los Angeles, California
UCLA Peter Morton Power Processor Units	Los Angeles, California
UCLA Peter Morton Suites	Los Angeles, California
UCLA Puzzles Dining to Office Conversion	Los Angeles, California
UCLA Puzzles Kitchen Remodel.	Los Angeles, California
UCLA NPI MRI Suite	Los Angeles, California
UCLA CHS Goodwin Lab	Santa Monica, California
UCLA Santa Monica Hospital CT Scan Unit	Santa Monica, California
UCLA Santa Monica Hospital MRI, CT Scan Facility	Santa Monica, California
UCLA Santa Monica Hospital PTCT, Human Angio	Santa Monica, California
UCLA Santa Monica Hospital Computer 93 Stations	Santa Monica, California
UCLA Women's Imaging MRI, CT scan & Fluoroscopy Centre	Santa Monica, California
Over 100 more projects in UCLA	
UCI Medical Warehouse Relocation	Irvine, California
UCI Business Center	Irvine, California
UCI Medical Center Radiology viewing	Irvine, California
UCI Medical Center Radiology conference room AV integration	Irvine, California
Cedar Sinai Medical Center Levine Park	Los Angeles, California
Cedar Sinai Medical Center transportation and perimeter improvements.	Los Angeles, California

USC Public Health Center	Los Angeles, California
Los Angeles County Public Health Laboratory	Downey, California
Kaiser Permanente Woodland Hills GI Laboratory	Woodland Hills, California
Kaiser Corona security up grade	Corona, California
Kaiser Baldwin Park	Baldwin Park, California
Kaiser Sunset Chiller replacement	Los Angeles, California
Kaiser Panorama City Heat Exchanger replacement	Panorama City, California
Kaiser Panorama City mechanical units' replacement	Panorama City, California
Kaiser Panorama City surgical light replacement	Panorama City, California
Kaiser Panorama City surgical system up grade	Panorama City, California
Kaiser Panorama City Sterilizer replacement	Panorama City, California
40 Kaiser projects pharmacy security up grads in 2018	
Riverside General Hospital	Riverside, California
Monterey Park General Hospital ultrasound room up grade	Monterey Park, California
Rancho Specialty Hospital MRI installation	River side, California
Vista Hospital Emergency Generator up grades	Los Angeles, California
Methodist Hospital Pneumatic tube up grade	Arcadia, California
Methodist Hospital accessibility up grade project	Arcadia, California
HealthSouth Bakersfield Rehabilitation HVAC up grade	Bakersfield, California
Los Angeles Hospital Patient room up grades	Los Angeles, California
East LA College Library Relocation	Los Angeles, California
East LA College Health & Science Career Center	Los Angeles, California
East LA College Art Building Relocation	Los Angeles, California
East LA College building 5 electrical room up grade	Los Angeles, California
East LA College baseball field lighting up grade	Los Angeles, California
Los Angeles Southwest College Child Development	Los Angeles, California
West Los Angeles College Child Development Center	Los Angeles, California
Christian School Child Development	Pasadena, California
Pierce College Book Store and Business Center	Los Angeles County
Pasadena Community College Skilled Community Center	Pasadena, California
Pasadena Community College Industrial Technology Building	Pasadena, California
Head Start Project	Simi Valley, California
High School and Elementary School Modernizations Projects For the following School Districts	LAUSD, Pasadena, Duarte, Saugus Moorpark, Oxnard, Ocean View, Pomona, Santa Ana, Desert View, and Lancaster
KPCC Radio station – Pasadena California	

Residential

Registered National Historic Place	3.000 sq/ft	2007 Micheltorena St. Los Angeles, CA 90039
Richard Shephard Resi.	2.000 sq/ft	14527 Mulholland Dr. Los Angeles, CA 90077
Greg Gault Residence	10.000 sq/ft	1826 Roscomare Rd. Bel Air, CA 90077
Fred and Lenore Kayne	12,000 sq/ft	1005 Laurel Way Beverly Hills, CA 90210
Adham Residence	47,920 sq/ft	9505 Lania Lane Los Angeles, CA 90210
Adham Pool House	16,000 sq/ft	9505 Lania Lane Los Angeles, CA 90210
Adham Guest House	2.000 sq/ft	9505 Lania Lane Los Angeles, CA 90210
Meyerhofer Residence	7,000 sq/ft	5228 Escalante Drive La Canada, CA 91011
Mr. Chow 's Residence	30,000 sq/ft	133 South Mapleton Dr. Los Angeles CA 90210
Robert Beyer Residence	25,000 sq/ft	11740 West Cresenda St. Brentwood, CA 90049
Dr. Larry Bosley Residence	16,500 sq/ft	916 Andreas Canyon Drive Palm Desert, CA 92260
William Matzner Residence	9,600 sq/ft	2805 Esperance Dr. Tierra Rejada Valley, Simi Valley, CA 93063
Paige Qvale Residence	7,000 sq/ft	1009 Mountain Springs Road Palm Desert, CA 92260

Multi Residential Units:

Saint Michael's, Riverside CA. 53 units

1814 Euclid St. Santa Monica CA. 6 units

1262 Hyperion Ave. Los Angeles CA. 3 units

UCP Station Apartments - Glendale CA. 13 units
UCP Station Apartments - Glendale CA. 10 units
Hacienda De Feliz - Thousand Oaks CA. 25 units
Hillside court - Torrance CA. 15 units
Riviera Mixec - Redondo Beach CA. 24 units
Los Robles - Pasadena CA. 18 units
San Rafael - Glendale CA. 8 units
Winland - North Hollywood CA. 58 units
Radford - Valley Village CA. 57 units
Riverside Drive- Los Angeles CA. 65 units
Hartsock Apartments – Los Angeles CA 48 units
Rochester Ave, Los Angeles CA. 50 units
Senior Living Memory Care, Simi Valley CA 96 units
Figueroa Terrace, Los Angeles CA 28 units
The Grand Apartments Sepulveda, Los Angeles CA 265 units up grade
Maryland Apartments, Los Angeles CA 26 units
Otsego Apartments, Holly Wood CA 42 units
Hartsock Apartments, Hollywood CA 26 units
Whitsett Apartments, Valley Village CA 15 units
Park Ave. Apartments Los Angeles CA 11 units
Harvard Apartments Los Angeles, CA 23 units
NOHO North Hollywood CA. 650 units
Western Ave. Los Angeles CA. 60 units

Recreational:

Chinese Garden Phase one 400, 000 sq./ft	Huntington Library, California
Chinese Garden phases two 700,000 sq. /ft.	Huntington Library, California
Japanese Garden Tea shop	Huntington Library, California
Sunset Recreation – UCLA	Los Angeles, California
Cedars Sinai Cancer Centre Parking Lot/landscape	Los Angeles, California
Cedar Mini Park	Glendale, California
Walt Disney - WDI Green Space	Glendale, California
Vincent Lugo Park	San Gabriel, California
Monitor Park	Los Angeles, California
Larch Ave. Park	Lawndale, California
Washington Ave. Park	Rancho Dominguez, California
Gloriette Tennis Park	Glendale, California

Photovoltaic:

Southwest college 35 kw AC	Los Angeles, California
UCLA-Stunt Ranch 37.8 kw AC	Los Angeles, California
Port of LA 7.6 kw AC	San Pedro, California
Northridge Dialysis Center 15 KW AC	Northridge, California
Topaz Ent. 42 kw AC	Simi Valley, California
Tek Enterprises 15 kw AC	Van Nuys, California
Rick Salomon 15 kw AC	Los Angeles, California
Bob Girardi 15 kw AC	Seal Beach, California
Saro Trading 49 kw AC	Burbank, California
Lutheran Church 21 kw AC	Inglewood, California
Green HILL. 36 kw AC	Beverly Hills, California
Bardin Residence 16 kW AC	San Marino, California
Foothill Car wash 35 kw AC	Montrose, California
KPAC Koonkie Pacific 1.5 MG 8 million dollars solar project	Wilmington, California
Point Dume Elementary school 75 kw AC	Santa Monica, California
Cabrillo Elementary school 75 kw AC	Santa Monica, California
Webster Elementary school 100 kw AC	Santa Monica, California
Grant Elementary school 100 kw AC	Santa Monica, California
John Muri Elementary school 10 kw AC	Santa Monica, California
Will Rodgers Elementary school 100 kw AC	Santa Monica, California
Roosevelt Elementary school 135 kw AC	Santa Monica, California

McKinley Elementary school 35 kw AC — Santa Monica, California
Franklin Elementary school 135 kw AC — Santa Monica, California



Robert Ghevondian, Principal / Project Manager E-19905

Robert is a technical lead overseeing grid modernization project. He enjoys exploring innovative approaches to solving challenges. His most recent experience has been in the interaction with utility management system such as DMS, EMS, OMS, AMI data, and other databases to perform studies and analysis for different gird modernization initiatives. He has been part of several projects relating to Volt/VAR optimization, scoping for capital spending, circuit model validation, data integrity analytics, grid analytics, and power system performance optimization.
Robert also has experience in the development of system protection write-up documents and the design of distribution and transmission substations ranging from 12kV to 500kV. His work involved upgrades to over 80 substations focused primarily on implementing protection and control standards of transmission systems, distribution systems, and substations. He created tailored protection and control schemes specific to each project. Robert has been involved with implementing LTC controls, SCADA, Volt/Var control, circuit breaker replacement, and relay controls.

Robert has developed a keen interest in the distribution system and different technologies that could be integrated in it throughout his career. His research focused on the operation and control of utility-scale microgrids in a distribution system which helped spark that interest. He has extensive experience in distribution protection, automation, and communication. As a result, he became familiar with distribution system critical assets such as reclosers, sectionalizes, capacitor banks, and smart switches. He was also involved in research regarding high impedance fault detection and distribution automation for automatic network reconfiguration. Overall, he developed a holistic understanding of the distribution system and its operation.



Sarineh Amirkhan, Managing Director

With over 15 years of comprehensive experience, she has provided management for a wide variety of building types: computer, communications, institutional energy (LEED), medical, industrial, and commercial. Her work has been used in the construction of shopping centers, high-rise offices, and multifamily residential complexes.
Her work has been implemented by the Walt Disney facilities in Paris, France; Epcot Center in Orlando, FL; Disneyland in Anaheim, CA; UCLA main hospital data/internet backbone system, UCLA toxicology, laser and magnetic nuclear research lab, LA County library, LA County Public Health Laboratory, UCLA school of dentistry, Pierce College book store/Business center, West LA College Child Development, Southwest College Child Development, the Skilled Community Center at Pasadena City College, CA; the Theater Arts Building at Mt. San Antonio Community College, CA; the GTE Mega Center in Oxnard, CA; the GTE Switching Center in Santa Monica, CA; the GTE Norton A.F.B San Bernardino, Police Facility in Simi Valley, CA; a HUD Housing Facility in Pasadena, Ca. Other projects include high school and elementary modernization projects for LAUSD, Pasadena, Duarte, Saugus, Moorpark, Oxnard Ocean View, Simi Valley and Pomona school districts in California, Christian School Child Development in Pasadena CA.

Her constructability review projects include the following Schools, Roosevelt, Longfellow in Compton CA, Jackson, Jefferson, Lowell in Santa Ana Ca, Vermont and 52nd street school in LAUSD, Lincoln M.S. in Malibu, Ca, Education Classroom in Simi Valley Unified School District, Desert View and Sierra in Lancaster Unified School District, Royal Oak and Valley View in Duarte CA, Colina and Conejo in Conejo Valley Unified School District.

EDUCATION:
Mrs. Amirkhan graduated from University with BA degree.

PROFESSIONAL EXPERIENCE:
As an expert in the field of power distribution, Voice / Data, Fire Alarm System. Sarineh is familiar with all aspects of the Lighting, power and photo voltaic distribution profession and industry. She provides on-site construction supervision skills, with a team approach, working with all professional disciplines.



Andre Alverado, Electrical Engineer

Mr. Andre Alverado has over 24 years of experience in the electrical engineering field, of which, 7 years was in heavy petrochemical and gasification plants involving design of electrical instruments. Mr. Alverado have been in overseas assignments as lead electrical engineer in Saudi Arabia (DMJM), Philippines (DMJM), Japan (DMJM) and South Africa (Fluor Corporation). He was responsible for the design of the complex normal and emergency power of the electrical systems.

EDUCATION:
Feati University of Manila, Philippines with a Bachelor of Science degree in Electrical Engineering.

PROFESSIONAL EXPERIENCE:
His field and design knowledge contribute immensely in performing surveys of existing electrical systems for renovation projects. His design includes modernization projects for LAUSD and Compton Unified School District, High-rise offices and multifamily residential complexes and Kaiser medical Center projects.



Alfredo Ab Project Manager

With more than 20 years of experience in the electrical engineering field, he has worked as senior electrical design engineer. His designs have been utilized in the construction of numerous educational institutions, industrial sites, hospitals, and both high and low-rise hotel casino facilities.

His designs include the showboat Casino, Getty Plaza and North Hollywood Laboratory. Modernization projects for Compton, Pomona, Duarte, Pasadena, and Lancaster unified school districts. His expertise is designing for medical facilities, and among the numerous large hospitals projects he worked on are Kaiser Permanente Baldwin Park Medical Center and Riverside General Hospital. Good Samaritan MRI Department, St John God Special Care Building Other projects include several high-end residential complexes and chain food restaurants.



Sako MA, Electrical designer

With over 7 years' experience, his knowledge and skill contribute significantly to the preparation of our AutoCAD documents. He also develops his own AutoCAD shortcut programs to increase efficiency and productivity.



Hue Ortega, CAD operator

With over 4 years of experience, working with AutoCAD documents.

Hourly Rates:

1. Principal $150/hr
2. Project Manager $110/hr
3. Cad operator $50/hr
4. Clerical $35/hr

City of Burbank Boards, Commissions & Committees

Application Form

Submit Date: Aug 17, 2025
Resubmitted for City Council Consideration: January 13, 2026

Profile

Robert (First Name) | D. (Middle Initial) | Nielsen (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Burbank (City) | CA (State) | 91501 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

CPower Energy Management (Employer) | Account Executive (Job Title) | Business Development (Occupation)

Which Boards would you like to apply for?

Burbank Water and Power Board: Submitted

Length of time as a Burbank Resident:

27 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

As a longtime Burbank resident, I am interested in serving my community and using my 25 years in the energy and utility space to help Burbank grow sustainably and manage costs for the city. I have always taken an active interest in Burbank city politics and want to do more to contribute. I believe that there are many emerging technologies available that can make the City of Burbank a continued leader in the water and power efficiency space. In addition, my experience successfully working with city governments and water districts throughout California will be beneficial to obtaining the goals that the city wants to achieve over the next board term.

Education

B.A. Environmental Science/Geology from the University of Iowa, class of 1995.

Additional Pertinent Courses or Training

Over my career I have successfully completed professional courses in business ethics, compliance, and regulatory affairs.

Other Pertinent Skills, Experience or Interests

I have a long working relationship with SoCalGas, PG&E and SCE. In addition, I have worked and implemented energy and water pumping efficiency projects with many municipal agencies in California and Nevada.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee:

N/A

List Community activities in which you are involved:

Burbank Police Community Academy (2022).

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please

advise the City Clerk prior to submitting your application.)

AB 1234 Training

The Board, Commission or Committee (collectively Board) you are seeking appointment to provides City reimbursement for attending trainings or conferences. Therefore, under State Law all members of the Board must receive at least two hours of ethic's training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Robert D. Nielsen for the Burbank Water and Power Board.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

Results driven leader, transaction expert, and business development executive with 25 years' experience in regulated and deregulated energy markets, wholesale and retail. Consistently successful in originating and developing efficiency opportunities with large corporations, LDCs, municipalities, hospitals, and universities. Excellent written and verbal communication skills and strong analytical, conflict resolution, and problem-solving abilities. Please see my resume for full details of my professional history, which span 3 decades in the energy industry.

What are your goals in serving on this Board/Commission/Committee?

Utilities, including Burbank, are facing increasing complexity from climate change and aging infrastructure (among other challenges) and need to manage these risks while providing reliable and affordable services. I would like to serve on the board to help Burbank navigate through the energy transition that is already underway and to continue to be a leader in the energy (water and power) space in California and nationally. I will use my years of experience and professional network to achieve the city's goals of carbon reduction, energy and water efficiency and cost savings for the residents of Burbank. I have experience procuring electricity and natural gas for cities and large C&I end users. I have put energy efficient fuel cells in wastewater districts in California, provided demand response to water districts and worked to develop desalinization plants in Southern California. Burbank has made great progress in planning for the future and I would like to participate in it's continued evolution.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any

What are your goals in serving on this Board/Commission/Committee?

technical or professional background you may have relative to the duties of this position

Supplemental Questions

Acknowledgement

Acknowledgment No. 1 - General

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☑ I Agree

Robert D. Nielsen

Robert D. Nielsen

[redacted]

[redacted]
Burbank, CA 91501

Sales & Marketing / New Business Development Professional

Energy Industry / Natural Resources

Results driven sales leader, transaction expert, and business development executive with 25 years' experience in regulated and deregulated energy markets, wholesale and retail. Consistently successful in originating and closing new business opportunities with Fortune 500 corporations, LDCs, municipalities, hospitals, and universities. Excellent written and verbal communication skills and strong analytical, conflict resolution, and problem-solving abilities.

- Municipal Districts
- Regulatory Legislation – Incentive Programs
- Contract Negotiation /Management
- Hydrogen/Fuel Cells/Solar/Storage
- Market Expansion and New Market Entry
- Microgrid Planning and Development
- Distributed Energy Resources
- Demand Response Programs

PROFESSIONAL EXPERIENCE

CPOWER ENERGY September 2023 – Present
Los Angeles, CA **Account Executive**
Developed Virtual Power plants to provide resource adequacy and environmental benefits at a significantly lower price point than other options, such as gas peaker plants and grid-scale battery storage.

- Recruited large C&I customers with PG&E, SCE and SDG&E to participate in demand response programs (DSGS option 2, CBP & BIP), delivering financial benefits to clients helping to stabilize the power grid.
- Managed Municipal relationships to manage grid outages in California.
- Implemented battery storage and large-scale Demand Energy Resources (DSGS option 3).

SIEMENS June 2022 – September 2023
Los Angeles, CA **Account Executive**
Developed energy services business in California while focusing on the Higher Education and Municipal verticals. Identified market needs and led sales strategies and customer solutions to gain client commitment to improve their facilities, operations, sustainability, and profitability.

- Develop and maintain C-suite and facilities leadership level relationships.
- Define infrastructure improvements to meet carbon reduction and sustainability goals.
- Financing and funding solutions through incentive programs and performance contracting.

PLUG POWER 2019- 2021
Los Angeles, CA **Director, National Accounts**
Engaged directly with prospective national/enterprise customers to drive revenue growth for the organization by cultivating new business relationships and communicating the significant value statement for Plug Power's hydrogen fuel cell technology.

- Utilized a variety of tools and resources working towards sales including hydrogen fuel cell systems at prospective customer sites, understanding, and forecasting budgets for financial, sustainability.
- Developed long term integrated sustainable green energy plan customer locations to ensure long-term ROI.
- Coordinated state and federal rebate programs for clients including LCFS, ITC, SGIP, and FC-NEM.

FUELCELL ENERGY 2016 - 2019
Los Angeles, CA **Director, Business Development**
Responsible for Southern California market growth of industrial and utility scale hydrogen, biogas, and natural gas fuel cells to municipal, IOU, education, oil & gas, wastewater, and healthcare segments.

- Achieved 7 MW of fuel cell generation to the municipal sector.
- Expert knowledge of fuel cell technology and engineering applications.
- Developed new market entry for LCFS, FC-NEM and SGIP programs through SoCalGas and SCE.

CONSTELLATION ENERGY/EXELON CORPORATION 2013 - 2015
Los Angeles, CA **Senior Business Development Manager**
Responsible for sales of electricity, natural gas, demand response and energy efficiency.

- Direct Assess and Demand Response sales to California National, commercial & industrial customers.
- New prospects/origination.
- Created new book of business and met corporate revenue goals consistently.

STRATEGIC ENERGY / DIRECT ENERGY BUSINESS 2005 - 2013
Los Angeles, CA – Pittsburgh, PA **Senior Business Development Manager**
Managed sales of electricity and risk management products to large end users in California and national multi-site accounts in deregulated markets nationwide.

- Originated over $2.5 million of electricity/natural gas in long-term contracts annually.
- Coordinated demand response/solar/renewable programs and energy solutions efforts in CA.
- Closed new opportunities and created core natural gas market for Direct Energy in California.

SEMPRA ENERGY SOLUTIONS / SOCALGAS 2002 - 2005
Los Angeles, CA – Las Vegas, NV **Director of Sales**
Managed origination for Sempra Energy Solutions' retail marketing/trading affiliate. Serviced clients by providing natural gas, electricity, risk management products, and industrial energy management services. Recruited to lead expansion into new territories and diversify new markets.

- Structured and closed over 250 MW in power transactions to casino groups in Nevada.
- Led natural gas market entry into Nevada and Arizona. Structured 5-y. ear, approximately $10 million, power, and natural gas and services contracts with major Las Vegas casino properties and industrials working through PUC regulations.
- Created and managed start-up of local regional sales/marketing office in Las Vegas, Nevada.

MIRANT AMERICAS ENERGY MARKETING 2001 - 2002
Las Vegas, NV – Atlanta, GA **Senior Account Executive**
Represented Mirant as a Power and Gas Originator in the WSCC by calling on IOUs, Municipalities, Cooperatives, Water Districts and Marketing Companies by originating, structuring, and transacting wholesale power and natural gas deals. Created and managed WSCC.

- Rate analysis, systems operations, and legislative affairs.
- Managed WSCC customers, IOUs, Municipals and Water Districts.
- Sold output of the Apex Power plant to Nevada Power.

SEMPRA ENERGY SOLUTIONS / PACIFIC ENTERPRISES 1999 - 2001
Los Angeles, CA **Sales Manager**
Part of a startup team under the Southern California Gas Company, worked to build a new business within the utility with the goal to reduce client energy expenses and have ability to choose service providers.

- Sold energy solutions and efficiency products including energy services contracts.
- Negotiated and transacted multi-million-dollar natural gas and electricity contracts to commercial and industrial customers in California, Nevada, and Arizona.
- Aided the development of financial tools to manage risk and optimize efficiencies.

EDUCATION

B.A., Environmental Science/Geology 1991 - 1995
University of Iowa, Iowa City, IA

Application Form

Profile

lernik
First Name

Middle Initial

minas
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

burbank
City

CA
State

91501
Postal Code

[redacted]
Primary Phone

Alternate Phone

Juicility LLC
Employer

store manager
Job Title

Co-Founder & Operations Manager
Occupation

Which Boards would you like to apply for?

Art in Public Places Committee: Submitted
Burbank Water and Power Board: Submitted

Length of time as a Burbank Resident:

1

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am interested in serving on a City of Burbank board, commission, or committee because I care deeply about community engagement, responsible decision-making, and contributing my professional experience to support the City's long-term goals. As a local small business co-owner and operations manager, as well as a graduate business student, I understand the importance of balancing economic development, operational efficiency, and community needs. Through my professional experience in operations, administration, payroll, and data analysis, I have worked closely with diverse stakeholders, managed confidential information, and supported organizations in making informed, practical decisions. I believe these skills translate well to public service, where thoughtful analysis, collaboration, and transparency are essential. Serving on a board or commission would allow me to give back to the community, bring a practical business and operations perspective, and actively participate in initiatives that improve quality of life for residents and businesses in Burbank. I am motivated to listen, learn, and contribute in a way that supports equitable growth and effective governance.

Education

Master of Business Administration (MBA) California State University, Northridge (CSUN) Expected Completion: May 2025

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

None. This would be my first appointment, and I am eager to contribute my skills and experience to City service.

List Community activities in which you are involved:

Local Small Business Engagement – Co-owner and Operations Manager of a small business, actively engaging with customers, vendors, and neighboring businesses while contributing to the local economy and community presence. University & Student Support Activities (CSUN) – Supported students through administrative and operational roles by assisting with inquiries, explaining processes and policies, and coordinating services across departments.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

n/a

lernik minas

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Sustainability Board / Environmental Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I bring a strong background in business operations, administration, and data-driven decision-making. I am currently completing a Master of Business Administration (MBA) with a focus on business management and analytics, and I hold a Bachelor's degree in Management as well as a Certified Associate in Project Management (CAPM) credential. Professionally, I have experience as a small business co-owner and Operations Manager, where I oversee daily operations, budgeting, payroll, vendor coordination, compliance, and customer service. This role has strengthened my understanding of local business challenges, operational efficiency, and regulatory requirements. In addition, I have worked in administrative and business services roles within a university setting, supporting leadership, preparing payroll documentation, analyzing reports, and coordinating communications with a diverse range of stakeholders. My background has developed strong organizational, analytical, and communication skills, as well as experience handling confidential information and working collaboratively to support informed decision-making. I believe these qualifications would allow me to contribute thoughtfully and responsibly to the duties of a City board, commission, or committee.

lernik minas

What are your goals in serving on this Board/Commission/Committee?

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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lernik minas

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

LERNIK MINAS

Los Angeles, CA
[redacted]

ASSISTANT REGIONAL SERVICE MANAGER | OPERATIONS & FIELD LEADERSHIP

Operations and people leader with 6+ years of experience managing teams, facilities, and day-to-day operations in fast-paced, customer-facing and regulated environments. Proven ability to lead staffing, training, inventory, compliance, and service excellence across locations. MBA-educated with strong analytical, reporting, and cross-functional collaboration skills.

PROFESSIONAL EXPERIENCE

Store Manager / Office & Operations Lead

Juicility LLC – Los Angeles, CA
June 2025 – Present

- Direct end-to-end operations for a growing food & beverage business, ensuring consistent service quality, safety, and customer satisfaction.
- Lead staffing, onboarding, scheduling, training, and performance support for team members in a customer-centric environment.
- Manage inventory, supplies, equipment, and vendor relationships, ensuring product availability and operational readiness.
- Track expenses and support budget management and cost control.
- Maintain a clean, safe, and compliant workplace, aligning with health, safety, and operational standards.
- Serve as the primary point of contact for internal teams, vendors, and external partners.
- Implement process improvements to increase efficiency, service consistency, and team productivity.

Administrative Assistant – Office & HR Support

California State University, Northridge (CSUN) – Northridge, CA
February 2025 – June 2025

- Supported departmental operations within a large public university environment.
- Assisted with employee onboarding logistics, records management, and confidential documentation.
- Coordinated calendars, meetings, and internal communications for leadership and staff.
- Served as a front-facing contact for students, faculty, and visitors, ensuring a professional and welcoming experience.
- Maintained accurate digital and physical records in compliance with institutional policies.

HR Manager Assistant

MAFA Carriers Inc. – Bloomington, CA
September 2023 – February 2024

- Supported HR and operations leadership with onboarding, employee records, payroll coordination, and compliance documentation.
- Maintained confidential HR files and ensured adherence to company policies.
- Assisted with internal communications and employee support requests.
- Helped reinforce policy compliance and organizational standards across teams.

Operations Manager

CVS Pharmacy – Pasadena, CA
June 2021 – September 2023

- Oversaw daily operations, staffing, scheduling, documentation, and reporting in a high-volume retail environment.
- Managed and coached teams to meet performance, service, and operational KPIs.
- Ensured compliance with corporate policies, safety standards, and regulatory requirements.
- Coordinated inventory, assets, and vendor needs to support uninterrupted service.
- Collaborated with district leadership to execute operational initiatives and improvements.

Operations Supervisor

CVS Pharmacy – Pasadena, CA
August 2020 – June 2021

- Supported store leadership with staff coordination, scheduling, reporting, and daily operations.
- Assisted with training, documentation, and performance support.
- Helped maintain a safe, organized, and efficient work environment.

EDUCATION

Master of Business Administration (MBA)
California State University, Northridge

Bachelor of Science – Business Management
California State University, Northridge

CORE SKILLS

- Multi-Site & Daily Operations Management
- Team Leadership, Hiring & Onboarding
- KPI Tracking & Process Improvement
- Customer Experience & Service Excellence
- Compliance, Safety & Policy Enforcement
- Inventory, Assets & Vendor Management
- Cross-Functional & Stakeholder Collaboration
- Scheduling, Workforce Planning & Reporting
- Microsoft Excel, Word, PowerPoint, Teams

Application Form

Profile

Michael — First Name
S — Middle Initial
GOLDSTEIN — Last Name

[redacted] — Email Address

[redacted] — Home Address
Suite or Apt

Burbank — City
CA — State
91504 — Postal Code

[redacted] — Primary Phone
[redacted] — Alternate Phone

Encompass Law Group — Employer
Director — Job Title
Attorney/Marketing — Occupation

Which Boards would you like to apply for?

Burbank Water and Power Board: Submitted

Length of time as a Burbank Resident:

10

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am a people person and understand the problems people have. I listen to what they have to say and will bring new idea to the city.

Education

Fairfax High School 1968 UCLA 1976

Additional Pertinent Courses or Training

N/A

Other Pertinent Skills, Experience or Interests

I am interested in politics, serving the people and spending time to help the seniors/

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

I have had no prio experience

List Community activities in which you are involved:

Beverly Hills Seniors

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

None

Conflict of Interest

Conflict of Interest:

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○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

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First Choice

FIRST choice for Board/Commission/Committee appointment:

BWP

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

N/A

What are your goals in serving on this Board/Commission/Committee?

Hearing the people of Burbank with the problems they have and will do my best to solve them. Being part of the team to make thing run smooth.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

None

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

N.A

What are your goals in serving on this Board/Commission/Committee?

N/A

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

MICHAEL GOLDSTEIN
Burbank, California 91504 / [redacted] / [redacted]

SUMMARY AND PROFILE

Results-driven Marketing and Business Development Professional with 27 years in financial services. Expertise in revitalizing operations, leading strategic initiatives, and implementing process improvements. Skilled in compliance management, client relations, and business development. Known for driving revenue growth, acquiring clients, and managing portfolios. Adept at facilitating compliance, vendor management, and stakeholder relationships.

Skills

Servicing Operations & Staff Management
Analysis
Management Coaching
Technical review & Quality Assurance
Timeline Development
Leadership & Communication
Strategic Planning
Continuous Improvement
Resource Allocation & Failure
Best Practices Implementation
Disaster Recovery Planning
Problem-Solving

PROFESSIONAL EXPERIENCE

KNOVA ONE
CONSULTANT
08/2020 - Present

- Improved efficiency and cut costs by 25% with outsourcing strategies.
- Achieved 100% regulatory compliance and prevented losses.
- Secured 20+ new banking clients, boosting revenue.
- Increased process efficiency by 15% through audits.
- Enhanced client training on industry best practices.

LEOPOLD & ASSOCIATES
DIRECTOR NATIONAL MARKETING
12/2019 - 03/2020

- Ensured FNMA and FHLMC compliance with thorough report management.
- Boosted revenue by 25% through effective marketing and sales strategies.
- Improved team productivity by 20% with strategic growth initiatives.
- Expanded market reach by fostering impactful client partnerships.
- Trained team on legal topics, enhancing expertise.

BP LAW GROUP
EXECUTIVE VICE PRESIDENT
01/2015 - 01/2020

- Secured 25 new clients, strengthening relationships and driving business growth. Organized company events and conferences, enhancing brand presence and key partnerships.
- Expanded client base by 25% through comprehensive marketing and business development strategies.
- Optimized operational efficiency and increased productivity metrics for law firms

by 15%.

- Cultivated strategic relationships with investors, sustaining confidence and support.

NATIONAL ATTORNEY NETWORK
CONSULTANT
01/2013 - 01/2015

- Introduced data-driven strategies, increasing operational efficiency and saving 15% in resource utilization.
- Spearheaded innovative law firm policies, boosting client satisfaction by 30%.
- Authored quarterly newsletters, achieving a 15% rise in client retention.
- Cultivated strategic partnerships, driving a 25% increase in referrals.
- Conducted comprehensive loan audits, reducing errors by 20%.

LOGS NETWORK
VICE PRESIDENT NATIONAL MARKETING
01/1998 - 01/2013

- Enhanced Servicers scorecards, improving operational efficiency and audit readiness.
- Collaborated with attorneys on client presentations, organizing successful meetings.
- Executed client events, onboarding 75 new clients and enhancing brand visibility.
- Led a team to boost client acquisition and revenue by 30%.
- Drove a 20% client base growth with 75% travel.

CALIFORNIA FEDERAL SAVINGS
VICE PRESIDENT SERVICING
01/1984 - 01/1988

- Secured FNMA, FHLMC, and GNMA approvals, increasing serviced loans by 20%. Implemented internal policies, reducing errors by 15% and boosting operational efficiency.
- Enhanced Sub-Servicer relationships, reducing errors by 20% and improving portfolio performance.
- Improved audit outcomes by 15% through enhanced reporting and collateral protection.
- Optimized vendor management, achieving a 10% cost reduction.

COUNTRYWIDE FUNDING
VICE PRESIDENT SERVICING
01/1978 - 01/1984

- Led a 100-member team across multiple departments, ensuring compliance with state and federal regulations.
- Ensured 100% compliance with policies and regulations, mitigating risks and preventing losses.
- Oversaw Sub-Servicer operations, improving efficiency and risk management.
- Optimized loan boarding, servicing transfers, and de-boarding processes.

Application Form

Profile

Layla
First Name

Middle Initial

Kashani
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91505
Postal Code

[redacted]
Primary Phone

Alternate Phone

CBIS Datatax
Employer

Owner
Job Title

Tax Advisory
Occupation

Which Boards would you like to apply for?

Burbank Water and Power Board: Submitted

Length of time as a Burbank Resident:

2022

Burbank Registered Voter?

○ Yes ◉ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I've been working with energy, utility companies for 15 years as a consultant advisor for risk in operations, successfully impacting crisis incidents, efficient operations, and cost management. I can advise on contracts, work processes, and help the city ensure forecast usage with supply and demand analysis and support. I work well with leaders, offering insight so that great long and short term decisions can be made confidently.

Education

Bachelors in Political Science, Minors in Mathematics and French Literature, UCSD MBA Finance, Georgetown University

Additional Pertinent Courses or Training

Lean Six Sigma Master Black Belt PMBOK Project Management certification

Other Pertinent Skills, Experience or Interests

Statistical Prediction modeling Process mapping and analysis Board member of Diamond Power - a gem platform company based in Orange County, CA.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

Member of Burbank Chamber of Commerce Member of Toluca Lake Chamber of Commerce No previous board service - but this one is a great fit

List Community activities in which you are involved:

Hosting several Tax Talks at the Burbank Chamber to educate community on tax issues Hosted several free paper shredding events to support community Participated on MyBurbank podcasts as guest Celebrated 25 years in Burbank with Chamber and Mayor for CBIS Datatax business, in the same location since 1998.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

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○ Yes ◉ No

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Water and Power

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

15 years of consulting experience in Utilities and Energy sector, to assess business processes, risk, crisis management, and general operations evaluations. I know how to speak with front line workers on up to leaders - to help support and advise on decision making, contract management, and forecast for usage and supply.

What are your goals in serving on this Board/Commission/Committee?

I would like to participate and contribute meaningful insight to the board for evaluating operations, contracts, supply and forecasts - aspects important and critical to me as a business owner, and for the future of Burbank. We should ensure safe and continuous energy security for the city - and I want to work with the board to ensure we achieve that for the long term.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

I don't have a preference for a second choice - but suppose the Infrastructure board would be a good fit, should the Water and Power position be filled.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Layla Kashani

Application Form

Profile

Christina
First Name

Middle Initial

Kopelman
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91506
Postal Code

[redacted]
Primary Phone

Alternate Phone

Crescenta Valley Water District
Employer

CIP Project Manager
Job Title

Project Management
Occupation

Which Boards would you like to apply for?

Burbank Water and Power Board: Submitted

Length of time as a Burbank Resident:

6.5

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I am interested in serving on this board because I want to leverage my two decades of public sector engineering experience to directly benefit our community. Throughout my career, I have observed the critical need for aligning ambitious public project goals with practical constructability and fiscal responsibility. I believe my technical background, combined with my extensive experience in navigating the complexities of public sector contracting and project management, will provide valuable, actionable insights to this committee.

Education

BS in Civil Engineering

Additional Pertinent Courses or Training

Distribution, treatment and collections certifications,(T2, D2, C2) and Project Management Professional (PMP)

Other Pertinent Skills, Experience or Interests

Piano, reading, hiking

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

I have never served on a board or committee. However, as CIP Project Manager with CVWD, I attend regular board meetings to present action items on behalf of the engineering department. This experience has allowed me to work closely with the community and board member priorities.

List Community activities in which you are involved:

PTA member and Walking Club Chair at Mckinley Elementary School

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

n/a

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Water and Power Board

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

Adaptive, innovative, and responsible with 19 years of team-based leadership, accountability, collaboration, mentorship, visualization, and civil engineering experience. Responsibilities include hybrid project management methodologies, analytical problem solving, purchasing agreements, cost control, negotiations, problem-solving, conflict management, quality control, quality assurance, supervision, managing a team of contractors and stakeholders and operations and maintenance personnel. My extensive experience in the fields of water and wastewater systems, including managing capital improvement projects with strategic direction, can benefit my very own community.

What are your goals in serving on this Board/Commission/Committee?

My goal is to foster transparent, efficient, and sustainable development. I am passionate about ensuring that public infrastructure projects are not only completed on time and within budget but that they also stand the test of time and provide genuine, long-term value to our residents and future generations. This position represents an opportunity to give back to the community by applying my professional expertise to shape policies, review projects, and guide decisions that will impact our infrastructure for years to come. As a mother of two young boys, and active member of the PTA, I hope to influence public infrastructure while acting as a role model to promote gender equality and resilience to future generations.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgment

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Christina Kopelman

Christina Kopelman, PMP

CIP Project Manager

Contact

[redacted]
Burbank, CA 91506
[redacted]
[redacted]

Software

AutoCAD,
MS Project, ArcGIS,
Microsoft Suite, Procore,
SharePoint, Google Workspace

Activities and Interests

Environmental Conservation, Running, Piano, Reading, PTA Walking Club, Project Management Institute Member, Project Management Institute Book Club Member, CWEA Member, CMAA Member

Profile

Mrs. Kopelman is adaptive, energetic, and responsible with 19 years of team-based leadership, accountability, collaboration, mentorship, visualization, and civil engineering experience. Responsibilities include hybrid project management methodologies, analytical problem solving, purchasing agreements, cost control, negotiations, problem-solving, conflict management, quality control, quality assurance, supervision, managing a team of contractors and stakeholders and operations and maintenance personnel. Mrs. Kopelman has extensive experience in the fields of water and wastewater systems, including managing capital improvement projects from inception to completion with strategic direction, excellent communication and deliberation.

Project Experience

January 2024

Assistant Engineer/Project Manager • Montrose Ave Watermain Replacement • Crescenta Valley Water District

Implemented predictive and agile project planning techniques to incorporate a digital project management information system using Procore enabling oversight, scheduling, scalability, and operational management for the installation of 1,600 L.F of 10-inch Water Main Installation, per Greenbook (Standard Specifications for Public Works Construction). Managed construction, general contractors, subcontractors, and stakeholders. Facilitated contract management, which included business intelligence, analyzing project metrics and contractor pay applications to review invoices, schedules, and budgets. Conducted inspections, Traffic Control per MUTCD and WATCH manuals, mitigated risk, as part of a $4.3M CPI program.

March 2024

Assistant Engineer/Project Manager • Goss Canyon Reservoir Rehabilitation • Crescenta Valley Water District

Led a comprehensive 500,000-gallon water storage tank rehabilitation project for a potable water distribution system. Overseeing all phases from initial assessment to final execution. Managed a cross-functional team, coordinating efforts between engineering, procurement, and construction to ensure project milestones were met on time and within budget. Developed and implemented a detailed project plan, including risk management strategies, which minimized disruptions to water service and maintained compliance with safety and regulatory standards. Facilitated stakeholder communication and provided regular updates to district management, enhancing transparency and fostering collaborative relationships. Successfully completed the project, resulting in improved water quality and increased storage capacity for the community.

Christina Kopelman, PMP

CIP Project Manager

August 2024

Assistant Engineer/Project Manager • Well Rehabilitation Projects • Crescenta Valley Water District

Collaborated with a team on the rehabilitation of two groundwater well projects, where I successfully led a multidisciplinary team in assessing and restoring the functionality of aging groundwater wells. This project involved conducting comprehensive hydrological studies, analyzing water production data, and implementing innovative rehabilitation techniques. My responsibilities included coordinating with environmental engineers and regulatory agencies to ensure compliance with environmental standards, managing project timelines and budgets, and facilitating community engagement initiatives to inform local stakeholders about the importance of sustainable water practices. The successful completion of these projects not only improved groundwater accessibility for the community but also enhanced overall water quality, showcasing my ability to deliver impactful environmental solutions.

Education

March 2022

Project Management Certificate • University of California Los Angeles, UCLA Extension • Los Angeles, California

May 2006

Bachelor of Science, Civil Engineering • California State University Los Angeles, CSULA • Los Angeles, California

Certifications

- *ArcGIS Basics*
- *Distribution 2, Operator License, 33428*
- *Treatment 2, Operator License, 34983*
- *Certified Associate in Project Management (CAPM), 3559946*
- *Project Management Professional (PMP), 3914356*

References

1. *Brook Yared, M.S., P.E – Engineering Manager, WRD, 626—590--1020*
2. *Carla Dillon, P.E – Director of Engineering and Operation, CVWD*, 818-468-5374

Burbank Municipal Code § 2-1-418: Burbank Water and Power Board

2-1-418: Burbank Water and Power Board

A. Establishment and Composition of the Board: There is hereby created a Burbank Water and Power Board consisting of seven (7) members.

B. Secretary of the Board: The General Manager of the Burbank Water and Power shall serve as Secretary to the Board. The Secretary to the Board shall not be a member of the Board nor vote on any matters coming before it, but the Secretary may be present during the Board's deliberations and may participate in all debates and discussions.

C. Powers and Duties of the Board: The Burbank Water and Power Board shall have the following powers and duties:

1. To review and make recommendations on all capital improvements which require Council approval;

2. To review and make recommendations on purchased power agreements with terms of more than five (5) years;

3. To review and make recommendations regarding the Burbank Water and Power's annual budget;

4. To review and make recommendations regarding electric and water rates;

5. To approve all contract awards for goods, services and public work construction projects which are provided for in the Burbank Water and Power's annual budget; and

6. To perform such advisory functions as are delegated to it by the provisions of this code or other action of the Council or the General Manager of the Burbank Water and Power.

D. Meeting Quorum: The Burbank Water and Power Board shall hold a regular meeting at least once a month in the Council chambers of City Hall at a time to be designated by the board. Special meetings may be called by the Chair or four (4) members of the Board. When the time for any regular meeting of the Board falls on the holiday, such meeting may be held at the discretion of the Board or the Chair at the same hour of the next succeeding day not a holiday or a regular meeting day of the Council or any board or commission established by this division. A majority of the members of the board shall constitute a quorum for the transaction of business. [Formerly numbered Section 2-56.5; Amended by Ord. No. 3823, eff. 1/6/12; 3566; 3498; 3472, 3451, 3394, 3071, 3058, 3009.]