BURBANK CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 10, 2026
5:00 p.m. – Closed Session
6:00 p.m. – Open Session
Council Chamber
275 E. Olive Avenue, Second Floor

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 10, 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.

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 and will be distributed to the City Council in advance of the meeting.

4. 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 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

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 Certificates of Recognition Celebrating Graduates of the Burbank Waste Warriors Program – City Council

2. Presentation of a Proclamation Declaring February 1-28, 2026, as “Black History 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 January 27, 2026, and the Dark Meeting of February 3, 2026.

   MOTION: Approved 5-0

   Attachments:
   Council Minutes
   Dark Meeting Minutes

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

   Recommendation:
   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.

   MOTION: Adopted 5-0 (Resolution No. 26-29,681)

   Attachments:
   SR - On-Call PSA Template
   Att1 - Resolution
   Att2 - List of On-Call Consulting Firms
   Att3 - On-Call PSA Template
   Resolution No. 26-29,681

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 – Burbank Water and Power Department

Recommendation:
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.

MOTION: Adopted 5-0 (Resolution No. 26-29,682)

Attachments:
SR - BS 1547
Att1 - Resolution
Att2 - Subject Bids and Tabulation
Att3 - Check and Recommend Memo
Att4 - Doty Bros. Bid Proposal Submittal
Resolution No. 26-29,682

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 – Community Development Department

Recommendation:
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.

MOTION: Approved 5-0

Attachments:
SR - Agreement with LA World Cup 2026
Att1 - Official Fan Zone Agreement

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 – Community Development Department

Recommendation:
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.

MOTION: Approved 5-0

Attachments:
SR - MV Public Transportation Amendment
Att1 - Proposed Amendment No. 4.
Att2 - Amendment No. 3
Att3 - Amendment No. 2
Att4 - Amendment No. 1
Att5 - MV Public Transportation Agreement
Att6 - BurbankBus Route Map

N. **Public Hearing**:

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

Recommendation:
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).

**** If Additional Documents/Correspondences are submitted for this item, they will be periodically posted to the City website for public viewing.****

Public Hearing Public Comment: To comment, please telephone into the meeting at (818) 238-3335. To speak in person, a **SALMON** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

Council Action: Adopted 4-0 (Perez, Absent) (Resolution No. 26-29,683)

Attachments:
SR - 1515 E. Alameda Historic Designation
Att1 - Proposed Resolution
Att2 - Heritage Commission Staff Report
Att3 - Heritage Commission Minutes
Correspondences
PowerPoint Presentation
Resolution No. 26-29,683

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

1. Appointment to Fill One Vacancy on the Infrastructure Oversight Board for an Unexpired Term – City Clerk's Office

   Recommendation:
   Appoint one member to the Infrastructure Oversight Board to fill an unexpired term ending July 31, 2027.

   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 Marcus Davis by consensus

   Attachments:
   SR - IOB Vacancy
   Att1 - Applications and Resumes
   Att2 - BMC Section 2-1-426

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

   Recommendation:
   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.

   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: Introduced 5-0

   Attachments:
   SR - Electric Mobility Devices
   Att1 - Proposed Ordinance
   Att2 - CVC Definitions
   Att3 - Relevant State Laws
   Att4 - Redlined BMC Section
   PowerPoint Presentation

3. Appointment of a City Council Member to Participate in the Creative Industry Taskforce – Community Development Department

   Recommendation:
   Appoint a new City Council representative to participate in the Creative Industry Taskforce.

   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 Vice Mayor Mullins

   Attachments:
   SR - Creative Industry Taskforce Appointment

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

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

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).

   MOTION: Approved 5-0

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

S. **Adjournment**: To Tuesday, February 24, 2026, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

CITY OF BURBANK
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, JANUARY 27, 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 4:04 p.m. by Mayor Takahashi.

Present: Council Member(s) Anthony, Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: None
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Closed Session and Study Session Public Comment:

There being no response to the Mayor's invitation for Public Comment on Closed Session and Study 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: Melody Smalley v. City of Burbank
   c. Case No.: 25NNCV03282
   d. Brief description and nature of case: Trip and fall

2. Conference with Legal Counsel – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Aram Shahnazaryan v. City of Burbank, et al.
   c. Case No.: 24NNCV06333
   d. Brief description and nature of case: Motor vehicle accident

3. Conference with Labor Negotiator
   a. Pursuant to Govt. Code §54957.6
   b. Name of of City Negotiator: Betsy McClinton, Management Services Director
   c. Name of Organizations Representing Employee: Burbank City Employees' Association

The meeting reconvened in Study Session at 5:07 p.m. with Council Member Anthony absent.

Study Session:

1. Discussion of a Resolution Approving a Clean Energy Purchase Contract for Prepaid Renewable Energy

   Joseph Lillio, Chief Financial Officer – Burbank Water and Power, and Michael Berwanger, Managing Director – PFM Financial Advisors, presented the

PowerPoint Presentation and responded to City Council inquiries. Victor Hsu, Bond Counsel – Norton Rose Fulbright, was also available for Councill inquiries.

Council Member Perez left the dais at 5:19 p.m.

The City Council Meeting recessed at 5:21 p.m. and reconvened at 6:06 p.m.

Council Members Anthony and Perez returned to the dais at 6:06 p.m.

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 6:06 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 and asked for a Moment of Silence in honor of Alex Pretti.

Flag Salute:
The Pledge of Allegiance was led by Mayor Takahashi.

Roll Call:
Present: Council Member(s) Anthony, Perez, Rizzotti, Vice Mayor Mullins, and Mayor Takahashi
Absent: None
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Mayor Takahashi indicated there would be three (3) periods of Public Comment at this evening's meeting and those who wish to participate in the General Public Comment period 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) Golden State Neighborhood Protection Plan; (2) Burbank Bus Pop Up Event; (3) Infrastructure Oversight Board Vacancy; (4) Art in Public Places Committee Vacancy; and (5) Burbank Water and Power Board Vacancy.

Council Presentations/Recognitions:

1. Presentation of a Proclamation Declaring January 1-31, 2026, as "Human Trafficking Awareness Month" in the City of Burbank
   Mayor Perez presented a proclamation declaring January 1-31, 2026, as "Human Trafficking Awareness Month" in the City of Burbank and introduced Gloria Salas, Director of Zonta Club of Burbank, who made remarks.

City Manager Report:
City Manager Hess indicated there were no items to report.

Presentations:
1. Presentation of a Federal Legislative Update by The Ferguson Group
   Mayor Takahashi introduced Chris Kearney and Charmayne Anderson of The Ferguson Group, who presented a Federal Legislative Update and responded to City Council inquiries.

Reporting on Closed Session:
City Attorney McDougall reported that the City Council met in Closed Session regarding the agendized Closed Session items and City Council took no reportable action.

General Public Comment:
Appearing to comment were: Audit LA, Lara F.M., Bike Guy, Ron Bax, Karman, Mark Scroggs, Paul Preston, Jim Lane, Diana Pulver, Cynthia Pease, Lorena Quiroga, and Mike Stage.

Calling in to comment were: Jo Pimienta, Super Pup, and JoMo.

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

Consent Calendar:
It was moved by Vice Mayor Mullins, seconded by Council Member Anthony, to approve the Consent Calendar, with Item No. 2 approved as amended. The motion carried 5-0 with the following roll call vote: AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi. NOES: None.

For Consent Item No. 2, City Attorney McDougall provided a substitute resolution with an updated recommendation as reflected below.

1. Council Minutes

   Approve the City Council Minutes of the Joint Meeting of January 13, 2026, and the Dark Meeting of January 20, 2026.

2. Adoption of a Resolution Correcting Resolution No. 25-29,664 Authorizing the City Manager to Execute a Design-Build Contract with Landscape Structures, Inc. and Delegating Authority to Approve Plans and Specifications for Shade Structures at Robert E. Gross Park Ballfields

   RESOLUTION NO. 26-29,679
   A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AMENDING AND SUPERSEDING RESOLUTION NO. 25-29,664 AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND DELEGATING AUTHORITY TO APPROVE PLANS

AND SPECIFICATIONS FOR SHADE STRUCTURES AT ROBERT E. GROSS PARK BALLFIELDS.

3. Adoption of a Resolution Approving a Clean Energy Purchase Contract for Prepaid Renewable Energy

   RESOLUTION NO. 26-29,680
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK (I) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF (A) A CLEAN ENERGY PURCHASE CONTRACT FOR PREPAID RENEWABLE ENERGY AND (B) SUPPORTING AGREEMENTS, CONSISTING OF FIVE LIMITED ASSIGNMENTS OF EXISTING RENEWABLE POWER PURCHASE AGREEMENTS, A CUSTODIAL AGREEMENT, AND A LETTER AGREEMENT; AND (II) AUTHORIZING THE CITY OF BURBANK'S PARTICIPATION IN THE TRANSACTIONS CONTEMPLATED BY THE FOREGOING AGREEMENTS.

4. Approval of a Three-Year Professional Services Agreement with Civic Calling Corporation DBA Holly, Inc., an AI-Powered Platform for Job Classification Analysis and Compensation Benchmarking

   Approve a Three-Year Professional Services Agreement (PSA) between the City of Burbank and Civic Calling Corporation DBA Holly, Inc., an AI-Powered Platform for Job Classification Analysis and Compensation Benchmarking, in an amount up to $123,636, in accordance with the standard terms and conditions contained in the proposed PSA.

5. Acceptance of a Donation of Gym Equipment Valued at $77,064 from the Burbank Police Foundation for the Burbank Police and Fire Departments Training Gym

   Accept a donation of new gym equipment valued at $77,064 from the Burbank Police Foundation for use by the Police and Fire Departments and authorize the City Manager or designee to take any necessary action to effectuate the transfer of the donation.

Reports to Council:

1. Discussion of Senate Bill 79 (SB 79) and its Potential Impacts on the City of Burbank

   Council Member Perez recused herself due to a conflict based on potential employment.

   Amanda Landry, Principal Planner, presented the PowerPoint presentation and responded to City Council inquiries. Joseph McDougall, City Attorney; David Kriske, Assistant Community Development Director – Transportation & Planning; Marcos Fuentes, Senior Transportation Planner; and Justin Hess, City Manager, also responded to Council inquiries. Greg Mirza-Avakyan, Senior Planner, and Ray Johal, Senior Assistant City Attorney, were also available for Council

inquiries.

Public Comment:
Appearing to comment were: Susan O'Carroll, Elizabeth Bax, Emily Gabel-Luddy, and Mary O'Hare.

Council Action:
It was moved by Vice Mayor Mullins, seconded by Council Member Rizzotti, to direct staff to pursue clean-up language for SB 79 via the legislative process and coordination with applicable State representatives. The motion carried 3-1 with the following roll call vote: AYES: Rizzotti, Mullins, and Takahashi. NOES: Anthony. RECUSED: Perez.

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

1. Direct staff to continue to pursue discussions with the Southern California Association of Governments (SCAG) regarding the official SB 79 eligibility maps and with Metro regarding potential impacts to the North Hollywood to Pasadena Bus Rapid Transit Corridor Project, and send letters to SCAG and Metro regarding the necessity to prepare subsequent environmental review on the impacts of SB 79.

2. Direct the Community Development Department staff to revise/update the housing development process to ensure timely and efficient processing of housing development applications, consistent with SB 79.

3. Direct the Community Development Department staff to continue with Council directed planning efforts related to the Specific Plan preparation and adoption.

4. Direct staff to provide regular reports to the Council regarding SB 79.

5. Direct staff to collaborate with the cities of Glendale and Pasadena and the Los Angeles County Metropolitan Transportation Authority to jointly express opposition to certain key provisions of SB 79.

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

2. Approval of the City of Burbank 2026 Legislative Platform

Council Member Perez returned to the dais at 9:45 p.m.

Kylene Pecor, Community Assistance Coordinator, presented the report and responded to City Council inquiries. Justin Hess, City Manager, and Cathryn LaBrado, Assistant to the City Manager, also responded to Council inquiries.

Public Comment:
Appearing to comment was: None.

Council Action:
It was approved by Council consensus to approve the City of Burbank 2026 Legislative Platform, as amended.

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

Introduction of Additional Agenda Items:
Council Member Perez requested to sponsor a vigil in San Fernando honoring individuals killed by ICE, including use of the City seal and City presence.

Adjournment:
There being no further business to come before the City Council, the meeting was adjourned at 10:40 p.m. to Tuesday, February 10, 2026, for a Regular 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 3, 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

COMMUNITY DEVELOPMENT

DATE: February 10, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Assistant Community Development Director – Planning
David Kriske, Assistant Community Development Director – Transportation
Mario Osuna, Assistant Community Development Director – Building & Safety
BY: Alyssa Meredith, Senior Administrative Analyst

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

RECOMMENDATION

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 (Attachment 1).

BACKGROUND

To effectively support the breadth of services provided by the Community Development Department, the City of Burbank utilizes qualified consulting firms to provide necessary technical expertise. The Building & Safety Division, Planning Division, and Transportation Planning Division frequently require assistance from qualified consulting firms to supplement staff capacity and provide specialized expertise. These services generally include land use planning, transportation analyses, building and safety technical review,

and environmental consulting services related to the California Environmental Quality Act (CEQA), as well as preparation of land use, environmental, and technical documents needed to support development applications and departmental work programs.

Historically, for each individual project or application, staff prepared a project-specific scope of work, solicited bids, reviewed consultant proposals, and entered into individual Professional Services Agreements (PSAs). This process added several months to project timelines for planning entitlement applications, plan check review, and City-initiated policy or capital projects.

To improve efficiency and streamline project delivery, staff began planning, in advance, for upcoming budget years and released a formal Request for Proposal (RFP) for "on-call" professional services. This approach allows the City to competitively evaluate and pre-qualify firms while meeting the City's bidding requirements under the Burbank Municipal Code (BMC). The on-call contracting model has been essential in enabling the City to quickly engage consultants with the necessary technical expertise while reducing repetitive procurement processes and shortening processing timelines.

The most recent RFP was released for a six-week period and received a total of 43 proposals. Following responsiveness review, 42 proposals were deemed responsive and evaluated per the City administrative procedure and the BMC. The selected firms are recommended for four-year agreements, with the option for up to two, one-year renewals, subject to City Council approval.

DISCUSSION

There are currently on-call PSAs with 26 consulting firms that are scheduled to expire in March 2026. Establishing new agreements for a four-year term, with the option of up to two, one-year renewals, will maintain continuity of consultant support and ensure the City can efficiently access technical services as needed. On-call consultants provide essential support for a wide range of projects and regulatory functions, which augment the City's ability to be responsive to development proposals affecting City operations as well as new economic development opportunities.

Scope of Work

Staff has utilized, and anticipates using in the future, the on-call PSAs for the following services:

- **Environmental review and CEQA documentation** for development applications and long-range planning initiatives;
- **Plan check services** to support Building & Safety during peak application periods or when specialized expertise is required;
- **Specialized planning and technical studies** needed to support neighborhood

projects, development review, and City-initiated policy work;
- **Transportation analyses**, including parking studies, multimodal operational studies, CEQA transportation vehicle miles traveled (VMT) assessments, and support for General Plan and Specific Plan implementation; and
- **Zoning code updates** including zone text amendments and ordinance preparation.

Given current development activity, state-mandated housing and transportation legislation, and ongoing demands on staff resources, staff anticipates that consultant services will continue to be needed for upcoming projects that may exceed staffing capacity or require specialized expertise not available in-house. Establishing new on-call PSAs ensures the City can access these services in a timely and efficient manner without delays.

Selected Consultants

The recommended consultant firms were selected through a competitive RFP process conducted in late 2025, which resulted in 43 proposals. Following the evaluation process, one firm did not meet the City's needs/scope of work and one firm was disqualified for failing to submit all required documentation. As a result, 41 firms with specialized expertise are recommended for award (Attachment 2). Staff is requesting authority for the City Manager, or their designee, to enter into on-call PSAs (Attachment 3) for four years (four years, plus two annual renewal options), and the authority to make future adjustments to change orders, not-to-exceed amounts, or any non-substantive changes to the terms of the PSA template, subject to approval by the City Attorney.

If any consultant work falls outside the scope of this RFP or was not anticipated during the budget process, staff will follow the City's purchasing procedures, which may require separate City Council consideration depending on cost and available budget authority.

ENVIRONMENTAL REVIEW

The proposed on-call agreements have no potential to result in either a direct or a reasonably foreseeable indirect physical change in the environment since these changes are related to the not-to-exceed amount and/or terms for professional consultant services. As such, is not a "project" subject to the requirements of the CEQA 14 Cal. Code Regs §15378.

FISCAL IMPACT

There is no fiscal impact to the General Fund or the current City budget. Use of the on-call PSAs is subject to annual City Council approval of the Community Development Department's budget. Funding for the current fiscal year is available, and no additional appropriation is required.

CONCLUSION

Staff recommends Council authorize the City Manager, or designee, to execute new on-call PSAs with the selected consultants, consistent with the amounts and service categories outlined in this staff report. Establishing these agreements will streamline procurement, shorten project timelines, conserve staff resources, and support the efficient delivery of Building & Safety, Planning, and Transportation Planning services in response to ongoing and anticipated workload demands.

ATTACHMENT

Attachment 1 – Resolution
Attachment 2 – List of Approved On-Call Consulting Firms
Attachment 3 – On-Call Services Professional Services Agreement Template

RESOLUTION NO. _____

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

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City's Request for Proposals for On-Call Consulting Services under RFP No. CDD-2025-001 was issued on _____ in compliance with the Burbank Municipal Code.

2. The selected On-Call firms, as reviewed and chosen by City staff in compliance with the City's approved procurement procedures, is attached hereto and incorporated herein in Exhibit A. The selected On-Call firms are hereby approved and awarded contracts for On-Call Consulting Services under RFP No. CDD-2025-001, and for the up to amounts listed in Exhibit A.

3. The City Manager, or their designee, is authorized to execute all necessary Contract Documents and Professional Services Agreements referenced herein, along with any future change orders or amendments (if any) up to the amount budgeted with such non-substantive changes as may be approved by the City Attorney and the City Clerk is authorized to attest.

4. Environmental Review. The proposed approval and authority to execute On-Call Agreements has no potential to result in either a direct or a reasonably foreseeable indirect physical change in the environment since these changes are related to the not-to-exceed amount and/or terms for professional consultant services. As such, is not a "project" subject to the requirements of the CEQA 14 Cal. Code Regs §15378.

5. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this __ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

By: _____
Ray Johal
Senior Assistant City Attorney

Attest:

_____
Kimberley Clark, City Clerk

ATTACHMENT 1 – 1

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

I, Kimberley Clark, City Clerk, 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

ATTACHMENT 1 – 2

EXHIBIT A

No.	Selected Consultant	Division	Not-to-Exceed Amount
1	AECOM Technical Services, Inc.	Planning	$1,000,000
	AECOM Technical Services, Inc.	Transportation Planning	$1,000,000
2	AimTD LLC	Transportation Planning	$500,000
3	BAE Urban Economics, Inc.	Planning	$700,000
4	CRAmobility - Chen Ryan Associates Inc.	Transportation Planning	$500,000
5	CSG Consultants, Inc.	Building & Safety	$2,000,000
	CSG Consultants, Inc.	Planning	$500,000
6	David Evans and Associates, Inc	Transportation Planning	$1,000,000
7	De Novo Planning Group	Planning	$1,000,000
8	Dudek	Planning	$1,000,000
	Dudek	Transportation Planning	$100,000
9	Environmental Science Associates	Planning	$1,000,000
10	Evan Brooks Associates	Planning	$1,000,000
	Evan Brooks Associates	Transportation Planning	$500,000
11	Eyestone Environmental	Planning	$700,000
12	Fehr & Peers	Transportation Planning	$2,000,000
13	Fieldtek Electric LLC	Building & Safety	$750,000
14	General Technologies and Solutions (GTS), Inc.	Transportation Planning	$500,000
15	Gibson Transportation Consulting, Inc.	Transportation Planning	$500,000
16	Interwest Consulting Group	Building & Safety	$1,500,000
	Interwest Consulting Group	Planning	$700,000
	Interwest Consulting Group	Transportation Planning	$500,000
17	Iteris Almaviva Group	Transportation Planning	$1,000,000
18	JAS Pacific	Building & Safety	$2,000,000
19	JLEE Engineering	Building & Safety	$2,000,000
20	Kimley-Horn Associates, Inc.	Planning	$1,000,000

ATTACHMENT 1 – 3

	Kimley-Horn Associates, Inc.	Transportation Planning	$1,500,000
21	Kittelson & Associates	Transportation Planning	$500,000
22	LG2WB Engineers, Inc. dba Linscott, Law & Greenspan, Engineers	Transportation Planning	$500,000
23	Michael Baker International	Planning	$1,000,000
	Michael Baker International	Transportation Planning	$1,000,000
24	MNS Engineers	Planning	$800,000
	MNS Engineers	Transportation Planning	$500,000
25	Moore & Associates	Transportation Planning	$500,000
26	National Data & Surveying Services	Transportation Planning	$500,000
27	NV5	Building & Safety	$1,500,000
28	Psomas	Planning	$800,000
	Psomas	Transportation Planning	$750,000
29	Raimi & Associates	Planning	$800,000
30	Rick Engineering Company (RICK)	Transportation Planning	$500,000
31	Rincon Consultants	Planning	$1,000,000
32	TDG Engineering, Inc. (Toole Design)	Transportation Planning	$1,500,000
33	The Arroyo Group	Planning	$800,000
34	The Code Group, Inc. (VCA Code)	Building & Safety	$1,500,000
	The Code Group, Inc. (VCA Code)	Planning	$800,000
35	TJKM	Transportation Planning	$500,000
36	Transtech Engineers, Inc.	Building & Safety	$1,500,000
	Transtech Engineers, Inc.	Transportation Planning	$500,000
37	TRB & Associates	Building & Safety	$2,000,000
38	True North Compliance Services	Building & Safety	$1,500,000
39	UltraSystems Environmental, Inc.	Planning	$800,000
40	West Coast Code Consultants, Inc.	Building & Safety	$1,500,000
41	Willdan Engineering	Building & Safety	$1,500,000
	Willdan Engineering	Planning	$800,000

ATTACHMENT 1 – 4

	Willdan Engineering	Transportation Planning	$1,500,000

ATTACHMENT 2

List of On-Call Services PSAs for Building & Safety, Planning, and Transportation Planning

No.	Selected Consultant	Division	Not-to-Exceed Amount
1	AECOM Technical Services, Inc.	Planning	$1,000,000
	AECOM Technical Services, Inc.	Transportation Planning	$1,000,000
2	AimTD LLC	Transportation Planning	$500,000
3	BAE Urban Economics, Inc.	Planning	$700,000
4	CRAmobility - Chen Ryan Associates Inc.	Transportation Planning	$500,000
5	CSG Consultants, Inc.	Building & Safety	$2,000,000
	CSG Consultants, Inc.	Planning	$500,000
6	David Evans and Associates, Inc	Transportation Planning	$1,000,000
7	De Novo Planning Group	Planning	$1,000,000
8	Dudek	Planning	$1,000,000
	Dudek	Transportation Planning	$100,000
9	Environmental Science Associates	Planning	$1,000,000
10	Evan Brooks Associates	Planning	$1,000,000
	Evan Brooks Associates	Transportation Planning	$500,000
11	Eyestone Environmental	Planning	$700,000
12	Fehr & Peers	Transportation Planning	$2,000,000
13	Fieldtek Electric LLC	Building & Safety	$750,000
14	General Technologies and Solutions (GTS), Inc.	Transportation Planning	$500,000
15	Gibson Transportation Consulting, Inc.	Transportation Planning	$500,000
16	Interwest Consulting Group	Building & Safety	$1,500,000
	Interwest Consulting Group	Planning	$700,000
	Interwest Consulting Group	Transportation Planning	$500,000
17	Iteris Almaviva Group	Transportation Planning	$1,000,000
18	JAS Pacific	Building & Safety	$2,000,000
19	JLEE Engineering	Building & Safety	$2,000,000
20	Kimley-Horn Associates, Inc.	Planning	$1,000,000
	Kimley-Horn Associates, Inc.	Transportation Planning	$1,500,000
21	Kittelson & Associates	Transportation Planning	$500,000

ATTACHMENT 2

List of On-Call Services PSAs for Building & Safety, Planning, and Transportation Planning

22	LG2WB Engineers, Inc. dba Linscott, Law & Greenspan, Engineers	Transportation Planning	$500,000
23	Michael Baker International	Planning	$1,000,000
	Michael Baker International	Transportation Planning	$1,000,000
24	MNS Engineers	Planning	$800,000
	MNS Engineers	Transportation Planning	$500,000
25	Moore & Associates	Transportation Planning	$500,000
26	National Data & Surveying Services	Transportation Planning	$500,000
27	NV5	Building & Safety	$1,500,000
28	Psomas	Planning	$800,000
	Psomas	Transportation Planning	$750,000
29	Raimi & Associates	Planning	$800,000
30	Rick Engineering Company (RICK)	Transportation Planning	$500,000
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32	TDG Engineering, Inc. (Toole Design)	Transportation Planning	$1,500,000
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	The Code Group, Inc. (VCA Code)	Planning	$800,000
35	TJKM	Transportation Planning	$500,000
36	Transtech Engineers, Inc.	Building & Safety	$1,500,000
	Transtech Engineers, Inc.	Transportation Planning	$500,000
37	TRB & Associates	Building & Safety	$2,000,000
38	True North Compliance Services	Building & Safety	$1,500,000
39	UltraSystems Environmental, Inc.	Planning	$800,000
40	West Coast Code Consultants, Inc.	Building & Safety	$1,500,000
41	Willdan Engineering	Building & Safety	$1,500,000
	Willdan Engineering	Planning	$800,000
	Willdan Engineering	Transportation Planning	$1,500,000

ON-CALL PROFESSIONAL SERVICES AGREEMENT

by and between

THE CITY OF BURBANK

and

[INSERT CONSULTANT LEGAL NAME]

dated as of [Insert Effective Date from Next Page]

DELETE ALL RED TEXT THAT DOESN'T APPLY TO THIS AGREEMENT

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this [<day>] day of [<month>], [<year>] (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **[<CONSULTANT LEGAL NAME>]** (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.

1.2 Availability of Work

There is no guarantee that the Consultant shall receive work under this Agreement. The Consultant shall provide as-needed services as may be requested by the City (individually referred to herein as a "Task"). The scope and budget of each service item initiated under a Task will be agreed to by the City's Project Manager and Consultant before work starts, and shall be memorialized in a written Task Order, the form of which shall be substantially similar to the form included in Exhibit D. Each completed Task Order shall be attached and incorporated by reference into this Agreement as "Exhibit D-[*insert Task Order Number*]".

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

2.0 Term of Agreement; Termination.

2.1 Term. The term of this Agreement is from the Effective Date until [Insert End Date]; 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 $[<Amount of Cost of Service >] (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 If this Agreement has been directly approved by the City Council, the City Council hereby authorizes the Designated Official to increase the Cost of Services in an amount not to exceed [Contingency Amount]. [NOTE: PLEASE DELETE THIS SECTION 3.1 FOR PSAs NOT DIRECTLY APPROVED BY CITY COUNCIL]

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:

[<Representative Name>]
[<Representative Title>]
[<Representative Address>]
[<Representative Telephone>]
[<Representative E-mail Address>]

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:

[<City Project Manager Name>]
[<City Project Manager Title>]
[<City Project Manager Address>]
[<City Project Manager Telephone>]
[<City Project Manager E-mail Address>]

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 [<Department Head's Name and Title>, <Name of Department>] (the "Designated Official") to handle such matters.

[<Designated Official Telephone>]
[<Designated Official E-mail Address>]

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 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
[<Department>]
Attention: [<City Project Manager Name>]
[<Mailing Address>]
[<E-Mail Address>]

With a copy to:

The City of Burbank
[<Department>]
Attention: [<Designated Official Name>]
[<Mailing Address>]
[<E-Mail Address>]

TO CONSULTANT:

[<Consultant Name>]
Attention: [<Contact Person>]
[<Mailing Address>]
[<E-Mail Address>]

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.

33.0 **Funding Requirements.** This Agreement is financed with funding from [<Insert Funding Source i.e., "Los Angeles County;" "State of California;" "United States Department of Transportation">] ("Funding Source"), through [<Insert name of Funding Program i.e., "Grant No. 1234;" "Measure A Funds;" "SB1234 Funds," etc.>]. Consultant shall comply with all applicable Funding Source requirements, including but not limited to, requirements included in any funding agreement between the City and the Funding Source, and any applicable laws, policies, or procedures. Copies of relevant Funding Source documents are incorporated and attached as Exhibit E. [NOTE: PLEASE DELETE THIS SECTION 33.0 FOR PSAs NOT PAID FOR WITH OUTSIDE FUNDING]

[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" [Insert Consultant Name]	"CITY" City of Burbank
Signature	Signature
Name (Please Print)	Name (Please Print)
Title	Title
If Consultant is a corporation or LLC, a second signature is required:	ATTEST:[1] Office of the City Clerk
Signature	
Name (Please Print)	
Title	Kimberley Clark, City Clerk
	Standard Template[2] Approved as to Form Burbank City Attorney's Office January 2023
	By: _____ Signature
	<Insert Name>
	<Insert Title>

[1] Delete Attestation lines unless Agreement is directly approved by City Council

[2] CAO review of the agreement is not required if (a) the terms (language) in the body of the template (pages 1 - signature page) and Ex. C, Insurance, are unmodified **and** (b) the dollar amount of the agreement meets one of the following: 1) $100,000 or less *and* is in the Appendix - PSA Listing in the budget book for Burbank Water and Power (BWP) or Public Works (PW); 2) $75,000 or less for BWP or PW; or 3) $50,000 or less for other departments. If no CAO review needed, then DELETE CAO wet signature lines. OR DELETE "Standard Template" and "January 2023" if wet signature is needed. DELETE FOOTNOTE.

EXHIBIT A
SCOPE OF SERVICES

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

	DESCRIPTION OF SERVICE AND DELIVERABLE	DELIVERABLE DATE
1.		
2.		
3.		
4.		
5.		
6.		
7.		

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:[3]

□ **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:

[Insert Hourly Rate Table, and Schedule of Tasks, if available]

□ **Milestone Basis**: The City shall pay for the services on a milestone basis. Consultant shall invoice the City the applicable milestone amount upon the achievement of the following deliverable date set forth below:

	DESCRIPTION OF SERVICE	DELIVERABLE DATE	MILESTONE AMOUNT
1.			$
2.			$
3.			$
4.			$

[3] City Project Manager must select one of the two methods above and DELETE the method that does not apply and DELETE this footnote.

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" [Insert Consultant Name]	"CITY" City of Burbank
_____ Signature	_____ Signature
_____ Name (please print)	_____ Name (please print)
_____ Title	_____ Title

EXHIBIT E
FUNDING SOURCE DOCUMENTS

[NOTE: Attach copies of relevant funding source documents (such as grant agreements, applicable grant subrecipient requirements, etc.) if PSA is paid for with outside funding. If PSA has no outside funding, delete this Exhibit E]

RESOLUTION NO. 26-29,681

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

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The City's Request for Proposals for On-Call Consulting Services under RFP No. CDD-2025-001 was issued on October 9, 2025, in compliance with the Burbank Municipal Code.

2. The selected On-Call firms, as reviewed and chosen by City staff in compliance with the City's approved procurement procedures, is attached hereto and incorporated herein in Exhibit A. The selected On-Call firms are hereby approved and awarded contracts for On-Call Consulting Services under RFP No. CDD-2025-001, and for the up to amounts listed in Exhibit A.

3. The City Manager, or their designee, is authorized to execute all necessary Contract Documents and Professional Services Agreements referenced herein, along with any future change orders or amendments (if any) up to the amount budgeted with such non-substantive changes as may be approved by the City Attorney and the City Clerk is authorized to attest.

4. Environmental Review. The proposed approval and authority to execute On-Call Agreements has no potential to result in either a direct or a reasonably foreseeable indirect physical change in the environment since these changes are related to the not-to-exceed amount and/or terms for professional consultant services. As such, is not a "project" subject to the requirements of the CEQA 14 Cal. Code Regs §15378.

5. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 10th day of February, 2026.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Attest:

Approved as to Form:
Office of the City Attorney

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Ray Johal
Ray Johal
Senior Assistant City Attorney

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

I, Kimberley Clark, City Clerk, 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 10th day of February 2026 by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

EXHIBIT A

No.	Selected Consultant	Division	Not-to-Exceed Amount
1	AECOM Technical Services, Inc.	Planning	$1,000,000
	AECOM Technical Services, Inc.	Transportation Planning	$1,000,000
2	AimTD LLC	Transportation Planning	$500,000
3	BAE Urban Economics, Inc.	Planning	$700,000
4	CRAmobility - Chen Ryan Associates Inc.	Transportation Planning	$500,000
5	CSG Consultants, Inc.	Building & Safety	$2,000,000
	CSG Consultants, Inc.	Planning	$500,000
6	David Evans and Associates, Inc	Transportation Planning	$1,000,000
7	De Novo Planning Group	Planning	$1,000,000
8	Dudek	Planning	$1,000,000
	Dudek	Transportation Planning	$100,000
9	Environmental Science Associates	Planning	$1,000,000
10	Evan Brooks Associates	Planning	$1,000,000
	Evan Brooks Associates	Transportation Planning	$500,000
11	Eyestone Environmental	Planning	$700,000
12	Fehr & Peers	Transportation Planning	$2,000,000
13	Fieldtek Electric LLC	Building & Safety	$750,000
14	General Technologies and Solutions (GTS), Inc.	Transportation Planning	$500,000
15	Gibson Transportation Consulting, Inc.	Transportation Planning	$500,000
16	Interwest Consulting Group	Building & Safety	$1,500,000
	Interwest Consulting Group	Planning	$700,000
	Interwest Consulting Group	Transportation Planning	$500,000
17	Iteris Almaviva Group	Transportation Planning	$1,000,000
18	JAS Pacific	Building & Safety	$2,000,000
19	JLEE Engineering	Building & Safety	$2,000,000
20	Kimley-Horn Associates, Inc.	Planning	$1,000,000
	Kimley-Horn Associates, Inc.	Transportation Planning	$1,500,000

21	Kittelson & Associates	Transportation Planning	$500,000
22	LG2WB Engineers, Inc. dba Linscott, Law & Greenspan, Engineers	Transportation Planning	$500,000
23	Michael Baker International	Planning	$1,000,000
	Michael Baker International	Transportation Planning	$1,000,000
24	MNS Engineers	Planning	$800,000
	MNS Engineers	Transportation Planning	$500,000
25	Moore & Associates	Transportation Planning	$500,000
26	National Data & Surveying Services	Transportation Planning	$500,000
27	NV5	Building & Safety	$1,500,000
28	Psomas	Planning	$800,000
	Psomas	Transportation Planning	$750,000
29	Raimi & Associates	Planning	$800,000
30	Rick Engineering Company (RICK)	Transportation Planning	$500,000
31	Rincon Consultants	Planning	$1,000,000
32	TDG Engineering, Inc. (Toole Design)	Transportation Planning	$1,500,000
33	The Arroyo Group	Planning	$800,000
34	The Code Group, Inc. (VCA Code)	Building & Safety	$1,500,000
	The Code Group, Inc. (VCA Code)	Planning	$800,000
35	TJKM	Transportation Planning	$500,000
36	Transtech Engineers, Inc.	Building & Safety	$1,500,000
	Transtech Engineers, Inc.	Transportation Planning	$500,000
37	TRB & Associates	Building & Safety	$2,000,000
38	True North Compliance Services	Building & Safety	$1,500,000
39	UltraSystems Environmental, Inc.	Planning	$800,000
40	West Coast Code Consultants, Inc.	Building & Safety	$1,500,000
41	Willdan Engineering	Building & Safety	$1,500,000
	Willdan Engineering	Planning	$800,000
	Willdan Engineering	Transportation Planning	$1,500,000

STAFF REPORT

WATER AND POWER

DATE: February 10, 2026

TO: Justin Hess, City Manager

FROM: Mandip Kaur Samra, General Manager, Burbank Water and Power
VIA: Riad Sleiman, Chief Assistant General Manager
BY: Jessica Chen, Electrical Engineering Associate II

SUBJECT: 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

RECOMMENDATION

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 (Attachment 1).

BACKGROUND

BWP utilizes an itemized pricing model, which is an industry standard for yearly construction contracts, and has proven to generate savings to the Electric Fund on substructure installation costs. Itemized pricing is an agreed-upon set price between BWP and the contractor based on the number of items constructed during a typical project. This agreed-upon unit pricing methodology provides cost control for BWP, as the price per unit of installation has already been established in the contract.

The current contract for the distribution underground conduit system with Doty Bros. Equipment Company is set to expire on April 11, 2026. BWP is in need of a replacement agreement to complete work scheduled for the current fiscal year.

DISCUSSION

The agreement with Doty Bros. serves as an enabling contract that authorizes the City to obtain work on an as-needed basis within contract limits. The scope of work for Bid Schedule No. 1547 is for construction work, including the installation of various concrete-encased conduit systems, pull boxes, manholes, transformer and padmount equipment pads, and pole risers. It also includes paving, installing protective barriers (bollards), replacing structure covers, and repairing manhole spalling. This type of construction is necessary for BWP to maintain the electrical distribution system. This work will support several projects, including:

- Capital distribution projects, including the conversion of 4 kilovolts (kV) circuits to 12kV circuits and the undergrounding of overhead circuits;
- Planned and emergency substructure repairs citywide;
- Installing underground substructure to provide electric service for the Burbank Airport Replacement Passenger Terminal (RPT); and
- Miscellaneous capital improvement projects.

Bid Schedule No. 1547 was published in the Los Angeles Times on November 26, 2025, and a pre-bid meeting was held on December 10, 2025. Nine prospective bidders attended the meeting, and three bids were received on January 7, 2026, at the bid opening date.

One bid was disqualified because valid Bidder's Bonds were not provided. The other two bids were evaluated on three separate item lists of simulated projects based on actual capital improvement projects done within the previous four years. Doty Bros. Equipment Company’s evaluation project costs were, on average 15% lower than Reyes Electrical Contractors.

ENVIRONMENTAL REVIEW

The existing capital improvement programs in the approved budget consist of several projects. Prior to the commencement of each project, staff will determine if it has the potential to result in a direct or indirect physical change to the environment and if it is subject to the requirements of the California Environmental Quality Act (CEQA). Large projects, such as the Burbank Airport RPT, require their own environmental review under CEQA, and such analysis would include conduit system and substructure improvements for their project. For smaller projects, categorical exemptions would apply. The work is generally temporary and short-term in nature and involves the construction of small

structures and/or minor alterations to land that would be categorically exempt under Sections 15303 and 15304 of the CEQA Guidelines. To the extent that any such work involves the replacement or reconstruction of the conduit system or existing substructures, such work would be categorically exempt under Section 15302 of the CEQA Guidelines.

FISCAL IMPACT

The cost for this Bid Schedule is not to exceed $2,000,000. Sufficient funding for this is available in the Council-approved BWP Budget for FY 2025-26 within the Electric Fund (496). While the $2,000,000 contract amount is designed to cover budgeted capital projects, unplanned capital and customer driven projects may arise. Change orders may be needed to accommodate such customer-driven aid-in-construction or emergency projects. An amount not to exceed $10M would allow BWP to accomplish this. Sufficient funding is budgeted. If additional funding is required, staff will return to Council to request the necessary appropriations.

CONCLUSION

The approved award of the Distribution Underground Conduit System and Related Substructure Improvements Citywide – Bid Schedule No. 1547 to Doty Bros. Equipment Company will allow BWP to perform maintenance and capital improvement projects to maintain a reliable, affordable, and sustainable electrical distribution system.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Subject Bids and Tabulations
Attachment 3 – Check and Recommend Memorandum
Attachment 4 – Doty Bros. Equipment Company’s submittal for Bid Schedule No. 1547

ATTACHMENT 1

RESOLUTION NO. _____

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.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Pursuant to notice provided according to law, bids for Bid Schedule No. 1547, Distribution Underground Conduit System and Related Substructure Improvements Citywide have been received, publicly opened, declared, and evaluated.

B. The City Manager reports that the lowest responsive and responsible bid for the improvement project was received from Doty Bros. Equipment Company, that the bid is as set forth below, and recommends that the bid be accepted.

C. The Plans and Specifications for Distribution Underground Conduit System and Related Substructure Improvements Citywide, Bid Schedule No. 1547, are on file at the Purchasing Department and the City Council Office. The City Council has reviewed and considered the Plans and Specifications for Distribution Underground Conduit System and Related Substructure Improvements Citywide, Bid Schedule No. 1547, and approves the Plans and Specifications (hereafter "Plans and Specifications").

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Contract Documents consisting of Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal, 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. 1547, Distribution Underground Conduit System and Related Substructure Improvements Citywide, all of which Contract Documents are on file in the Purchasing Department and City Council Office, are approved and adopted as the Contract Documents, Bid Schedule No. 1547 with such non-substantive changes as may be approved by the City Attorney.

2. The City Council has reviewed and considered the Plans and Specifications for the Distribution Underground Conduit System and Related Substructure Improvements Citywide, Bid Schedule No. 1547, and approves the Plans and Specifications. The General Manager of Burbank Water and Power, or her designee, is authorized to approve any changes to the Plans and Specifications.

3. The lowest responsive and responsible bidder for Distribution Underground Conduit System and Related Substructure Improvements Citywide in accordance with Bid Schedule No. 1547, is Doty Bros. Equipment Company, whose address is 11232 E. Firestone Blvd, Norwalk, CA 90650, and whose total lump-sum price of $886,977.59 is set forth in the Bidder's Proposal included in the Contract Documents, on file in the Purchasing Division. Reference is made to these Contract Documents for further particulars. 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.

4. This project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15302, 15303 and 15304 of the State CEQA Guidelines.

5. The total project budget for Bid Schedule No. 1547 shall be $2,000,000.

6. The City Manager or his designee is authorized to execute a Contract with Doty Bros. Equipment Company and approve Plans and Specifications for the Distribution Underground Conduit System and Related Substructure Improvements Citywide.

7. General Manager of Burbank Water and Power is authorized 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 and up to an amount available within any applicable Burbank City Council-approved Fiscal Year Budget, not to exceed $10M.

PASSED and ADOPTED this ____ day of _____, 2026.

_____
Tamala Takahashi
Mayor

Attest:

Approved as to Form:
Office of the City Attorney

_____
Kimberley Clark, City Clerk

By: _____
Christopher Chwang
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 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

Bid Schedule No. 1547 -
CONSTRUCT DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS - CITYWIDE
Bid Opening January 07, 2026

		Doty Bros. Equipment Company	Reyes Electrical Contractor, Inc.	JM Communications Inc.
Item No.	**Description**	**Item Total**	**Item Total**	**Item Total**
1	**Sample Project Plan - EE- 7325**	$632,817.69	$518,330.00	
2	**Sample Project Plan - EE - 7321B**	$209,685.07	$325,500.00	
3	**Sample Project Plan - EE - 6797_A_**	$44,474.83	$205,100.00	
	Total Items 1 -3	**$886,977.59**	**$1,048,930.00**	**Non-responsive**

Location	**Norwalk, CA**	**Glendale, CA**	
License No.	**273024**	**494277**	
License Expiration	**12/31/2027**	**3/31/2026**	
DIR Registration No.	**1000000977**	**1000010406**	
Acknowledgement of Addenda	**Yes**	**Yes**	
Bid Bond	**10%**	**10%**	
IIPP Certification	**Yes**	**Yes**	
Non-collusion Delcaration	**Yes**	**Yes**	
Workers Compensation Certification	**Yes**	**Yes**	
Non-Responsive			**Did not provide valid Bidder's Bonds**

C I T Y O F B U R B A N K

MEMORANDUM

DATE: January 12, 2026

TO: Mandip Samra, Burbank Water and Power General Manager
Via Jessica Chen, Electrical Engineering Associate II – BWP

FROM: Michael DeGrey, Buyer II

SUBJECT: **Bid Schedule No. 1547 –**

CONSTRUCT DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS - CITYWIDE

Attached are the subject bids and tabulations.

After your review of the bids, please return all bids with the bid evaluation/recommendation. Please check to see if a requisition has been sent to Purchasing and if not, **please input your requisition at the same time you return this paperwork.**



MD:md
Attachments

Bid Schedule No. 1547

CONSTRUCT DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS - CITYWIDE

BIDDER	TOTAL SAMPLE PROJECT SUM BID	BID DEPOSIT
Doty Bros. Equipment Company	$886,977.59	10%
Reyes Electrical Contractor, Inc.	$1,048,930.00	10%
JM Communications Inc.	Non-Responsive	

Bid Schedule No. 1547 advertised in the Los Angeles Times on **November 26, 2025 & December, 02, 2025. Forty-three (43)** copies of the bid were downloaded, of which **Twenty-three (23)** identified themselves as Prime Contractors and **Three (3)** were received at the bid opening. There were no responses from:

All American Asphalt
Allied Solutions
Bali Construction, Inc.
E.E. Electric, Inc.
Gueridon LLC
Henkels & McCoy West, LLC
High - Light Electric, Inc
Hot Line Construction, Inc.
MEDICI CONSTRUCTION GROUP
MINAKO AMERICA CORPORATION
MMC,Inc.
Northwest Excavating, Inc
O.L. Development, Inc.
Pico Electric Inc.
Pro Energy Services Group LLC
Select Electric, Inc.
Teichert Energy and Utilities Group, inc
The Fishel Company
The Nazerian Group
The Okonite Company

Doty Bros. Equipment Company

We are pleased to submit our Bid Proposal to

City of Burbank

for

Construct Distribution Underground Conduit System and Related Substructure Improvements - Citywide

Bid Schedule No: 1547

Bid Due Date: January 07, 2025 @ 2:00PM

Doty Bros. Equipment Company
Pipeline Professionals Since 1935

MISSION STATEMENT

Our Company's mission is to achieve consistent growth by striving for excellence and innovation in service, workmanship, and customer support. We believe that rewarding excellence and innovation and effectively demonstrating those traits to our customers and vendors sustains growth and secures the Company's solid foundation.

FINANCIAL SERVICES

ADDENDUM NO. 1

December 17, 2025

BID SCHEDULE NO: 1547
SUBJECT: CONSTRUCT DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS - CITYWIDE
PROPOSAL DUE DATE: January 07, 2026, 2:00PM PST

Included below are addendum items, which shall be incorporated into the Bid Schedule solicitation of the referenced project. This Addendum forms a part of the Contract Documents for the project described above and shall supplement or supersede referenced sections of the original plans and specifications. This change shall be considered as part of the original documents, as if it were originally provided therein, and as such shall be used as part of the contract documents. All Addenda are an integral part of said documents and shall be acknowledged in the Bidder's Proposal on Page P-1(x). **Omission of that acknowledgement will be used as grounds to find the proposal unresponsive.**

ORIGINAL DUE DATE Q&A: **December 17, 2025 @ 2:00PM**
REVISED DUE DATE Q&A: **December 23, 2025 @ 2:00PM**

ADD:

- Attendee list for Mandatory Pre-bid Meeting
- Bidder's Proposal Sheet, Page P-16,17

REMOVE AND REPLACE:

Remove: Bidder's Proposal Sheet, Page 1(q-t)
Replace: Bidder's Proposal Sheet, Page 1(q-x), Revised 12-17-2025
- Adds sample projects EE-7325, EE-7321B, EE-6797_A_

For Projects involving pre-bid conferences/job walks, discussions or representations made during shall not be deemed to supplement or revise anything in the Contract Documents except as expressly indicated, in writing, in an Addendum.

END - ADDENDUM NO. 1

Respectfully,

Michael DeGrey
Buyer II
Attachments

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 1 into the referenced bid schedule submission.

COMPANY NAME: Doty Bros. Equipment Co.
SIGNED: _____ **DATE:** Jan 07, 2026
PRINT NAME: Scott Humphrey **TITLE:** V.P. of Operations

CITY OF BURBANK
FINANCIAL SERVICES

ADDENDUM NO. 2

January 1, 2026

BID SCHEDULE NO: 1547
SUBJECT: CONSTRUCT DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS - CITYWIDE
PROPOSAL DUE DATE: January 07, 2026, 2:00PM PST

Included below are addendum items, which shall be incorporated into the Bid Schedule solicitation of the referenced project. This change shall be considered as part of the original documents, as if it were originally provided therein; and as such shall be used as a part of the contract documents. **Respondents must acknowledge receipt of this addendum by including the signed form with their bid.** Omission of that acknowledgement may be used as grounds to find the proposal unresponsive.

Please review the following Additions / Deletions / Clarifications:

ADD:
Question & Answer Set 1

END - ADDENDUM NO. 2

Respectfully,

Michael DeGrey
Buyer II
Attachments

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 2 into the referenced bid schedule submission.

COMPANY NAME: Doty Bros. Equipment Co.
SIGNED: _____ **DATE:** Jan 07, 2026
PRINT NAME: Scott Humphrey **TITLE:** V.P. of Operations

CITY OF BURBANK FINANCIAL SERVICES

ADDENDUM NO. 3

January 1, 2026

BID SCHEDULE NO: 1547
SUBJECT: CONSTRUCT DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS - CITYWIDE
PROPOSAL DUE DATE: January 07, 2026, 2:00PM PST

Included below are addendum items, which shall be incorporated into the Bid Schedule solicitation of the referenced project. This change shall be considered as part of the original documents, as if it were originally provided therein; and as such shall be used as a part of the contract documents. **Respondents must acknowledge receipt of this addendum by including the signed form with their bid.** Omission of that acknowledgement may be used as grounds to find the proposal unresponsive.

Please review the following Additions / Deletions / Clarifications:

ADD:
Question & Answer Set 2

CLARIFICATION:

Treat Sample Bid Drawings as separate jobs

END - ADDENDUM NO. 3

Respectfully,

Michael DeGrey
Buyer II
Attachments

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 3 into the referenced bid schedule submission.

COMPANY NAME: Doty Bros. Eqiupment Co.
SIGNED: _____ **DATE:** Jan 07, 2026
PRINT NAME: Scott Humphrey **TITLE:** V.P. of Operations

BIDDER'S PROPOSAL

CONSTRUCT DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS – CITYWIDE
Bid Schedule No. 1547

Proposal received until 2:00 P.M. **January 07, 2026.**

The undersigned bidder declares that bidder has read and fully understands the Notice Inviting Bids and each and every other Contract Document referred to therein and agrees to all of the terms, conditions and provisions contained therein; that bidder has examined the site of the work and has made the investigations and formed the estimates as to all conditions and contingencies referred to in and required by the Contract Documents, and bidder proposes and agrees that if the bidder's bid as submitted in the Proposal be accepted, bidder will contract in the form provided to perform all of the work and in the manner required by the above Contract Documents and to complete the same within the time stipulated; that bidder will accept in full payment therefor the prices named herein. Said prices are to include and cover the furnishing of all materials, the performing of all labor requisite or proper, supervision, overhead, profit, taxes, and the providing of all necessary machinery, tools, appurtenances, equipment and other means required to fully complete this contract, except as otherwise specifically provided in the Specifications.

The bidder further agrees to sign the Contract Documents in accordance with the Proposal as accepted and furnish the required bonds and insurance within fifteen (15) City working days from date of mailing, or emailing, of said notice of acceptance to bidder at the address as given below. The Purchasing Manager may provide in writing additional time for cause not to exceed a total of five (5) City working days. Upon bidder's failure or refusal to do so within said time, the certified or cashier's check or bidder's bond, accompanying the bid, and the money payable thereon, shall be forfeited to and become the property of the City of Burbank as liquidated damages for such failure or refusal, provided, that if said bidder shall execute the contract and furnish the required bonds within the time aforesaid, his certified or cashier's check, if furnished, shall be returned to him within three (3) City working days thereafter, and the bid bond, if furnished, shall become void.

Bidder certifies that it is not identified on a list created under the Iran Contracting Act, Public Contract Code 2200 et seq. (the "Act") as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

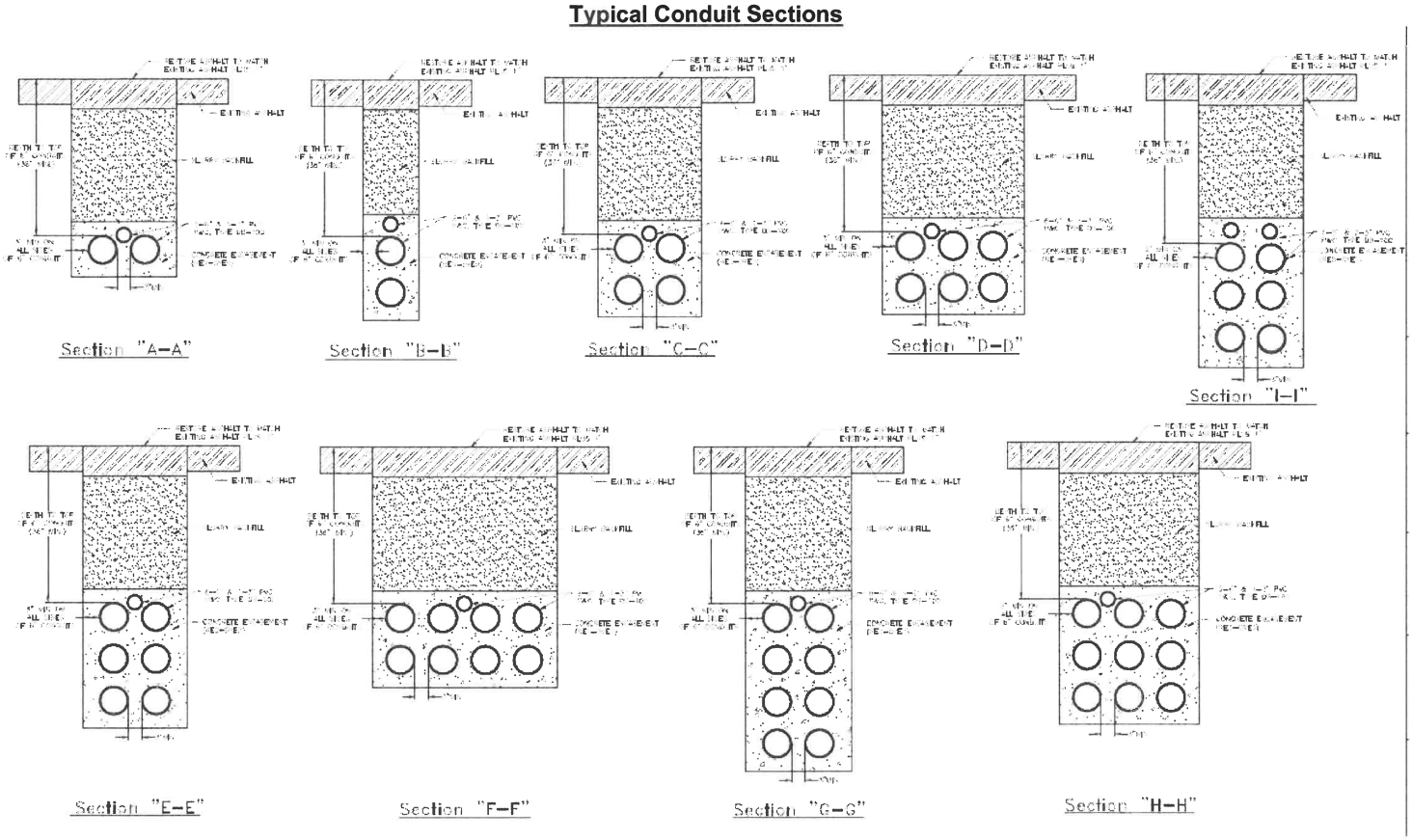
Bidder agrees that his Proposal shall remain open and not withdrawn for a period of not less than one hundred twenty (120) calendar days from the date of opening bids, or until rejected by the City, whichever period is shorter.

Each bid item has a letter in parentheses indicating which PPI(s) is/are applicable. Please note the percentage of the cost of each classification attributed to labor and a separate percentage attributed to each material.

Classification

- Concrete, including asphaltic (c)
- Metals & Metal Products (m)
- Dumps
- Trucking

Typical Conduit Sections



- **Typical Section units: Trench + Conduit + Slurry Backfill + Temporary Plating + Temporary Restoration + Permanent Restoration.**
- **Lengths and quantities of each item shall be aggregated over the course of each project.**

Revised
12/17/2025

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

The above prices will remain in effect for a period of one (1) year from the date of this contract. At the option of the City, the life of this contract may be extended for one-year periods not to exceed four (4) years following the initial period of one (1) year.

Bidder states that he ✓ (Will) _____ (Will Not) agree to an extension of this contract.

If the contract is extended, the Consumer Price Index (CPI) for the one (1) year period ending in the two month(s) prior to the end of the contract will be used as a factor to adjust the prices bid for the labor portion of items bid in this proposal for the subsequent year. The price adjustment must be mutually agreed upon and incorporated into an extension agreement; however, the net increase or decrease in the bid item prices shall not be greater than the ceiling amount defined in the CPI. The Consumer Price Index is the Los Angeles, Riverside, and Orange County area index for all urban consumers as issued by the U.S. Department of Labor, Bureau of Labor Statistics.

If the Contract is extended, the Producer Price Index (PPI) for the one (1) year period ending in the two month(s) prior to the end of the contract will be used as a factor to adjust the prices bid for the material portion of the items bid in this proposal for the subsequent year. The price adjustment must be mutually agreed upon and incorporated into an extension agreement, however; however the net increase or decrease in the bid item prices shall not be greater than the ceiling amount defined in the PPI. The Producer Price Index for concrete, including asphaltic concrete (WPU133), metals and metal products (WPU10) and plastic construction products (WPS072106) as published by the U. S. Department of Labor, Bureau of Labor Statistics.

Classification	% Labor (CPI)	% Material (PPI)
Concrete, including asphaltic (c)		
Metals & Metal Products (m)		
Plastic Construction Products (p)		
Dumps		
Trucking		

The payments for work under this Contract will be made by measured: square foot, areas, linear feet, cubic yards or units per the Unit Prices bid.

The work issued by the City shall be completed and invoiced within 30 days after issuance.

BASED ON OUR ESTIMATE OF FUTURE WORK THE TOTAL ANNUAL CONTRACT PRICE WILL NOT EXCEED $2,000,000.

There is no obligation on the part of the City to expend all or any part of the estimated contract cost. The construction items listed above are not exclusive to this contract and may be included on other contracts with different contractors. The City reserves the right to seek other contracts that include items listed on **Bid Schedule 1547**.

Revised
12/17/2025

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

Any unusual or unreasonably loaded bids will be subject to rejection.

Bid proposals will be evaluated based on the bidder's unit prices on ***CONFIDENTIAL*** bid evaluation sheets which will be revealed just prior to the bid opening.

All work shown on the plans or required by the specifications for which a specific bid item is not provided, shall be performed by the Contractor and the cost of such work shall be included in the items for which bids are entered.

The quantities on the proceeding page(s) are estimated only and it is understood that the unit price(s) Bid in this Proposal will be paid for the actual quantity required to complete the work, and the Contract price increased or decreased accordingly.

Each project under this contract will require a specific number of consecutive calendar days for completion. Contractor agrees to provide all work and complete each project within the number of consecutive calendar days provided by the BWP representative from and after the City's Notice to Contractor (see "Exhibit A") to commence work hereunder.

The attached Subcontractor's sheet sets forth the name and business address of each subcontractor who will perform work or labor or render service in the performance of this contract in the amount exceeding one-half (1/2) of one percent (1%) of the total amount bid (or, in the case of bids for the construction of streets or highways, including bridges in excess of one-half of one percent of the Bidder's total bid or ten thousand dollars ($10,000), whichever is greater). (California Public Contract Code Sections 4100 et. seq.)

State Contractor's License No. # 273024, Class "A", has been issued to the undersigned bidder. This license has not been revoked or suspended and is in full force and effect and authorizes the undersigned Bidder to perform the work under these Contract Documents. Expiration date of license: December 31, 2027

Department of Industrial Relations (DIR) Registration No. # 1000000977

All representations made herein are made under penalty of perjury.

A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency.

A **MANDATORY** pre-bid conference and job walk will be held **December 10, 2025,** beginning at **9:00 AM.** Please meet **Jessica Chen, Electrical Engineering Associate II,** at **Burbank Water and Power Auditorium, 164 W. Magnolia Blvd, Burbank CA 91502** on this date and time. **Failure to attend the pre-bid conference will disqualify your bid.**

All **QUESTIONS** concerning this Bid Schedule must be via Planet Bids Q & A, **electronically**, no later than **December 17, 2025, at 2:00 PM PST**.

Revised 12/17/2025

The undersigned bidder acknowledged receipt of the following addenda issued for the above project. If no addenda have been received, write "none". Warning: If addenda have been issued by the City and not noted below as being received by the Bidder, this Bid may be rejected.

List each addenda received Add No. 1, 2, 3.

Full and Correct Name of Bidder:

COMPANY NAME: Doty Bros. Equipment Co.

SIGNED: _____

PRINT NAME: Scott Humphrey TITLE: Vice President of Operations

ADDRESS: 11232 E. Firestone Blvd. Norwalk, CA 90650

TELEPHONE NUMBER: (562) 864-6566

FAX TELEPHONE NUMBER: (_____)_____

EMAIL ADDRESS: scott.humphrey@dotybros.com

BIDDERS SHALL EXECUTE THE APPLICABLE AFFIDAVIT ON THE FOLLOWING PAGES.

AFFIDAVIT TO ACCOMPANY ALL BIDDER'S PROPOSALS AND TO BE EXECUTED BY THE PERSONS DULY AUTHORIZED TO SUBMIT THE BID

STATE OF CALIFORNIA)
: SS **INDIVIDUAL AFFIDAVIT**
COUNTY OF LOS ANGELES)

Not Applicable. being first duly sworn, deposes and says:

That he is the party making the foregoing proposal or bid, that such bid is genuine and not collusive or sham; that he has not conspired or agreed, directly or indirectly, that another person refrain from bidding, nor by such means sought to secure any advantage for himself or for any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept from or through such bid depository.

_____

STATE OF CALIFORNIA)
: SS **PARTNERSHIP AFFIDAVIT**
COUNTY OF LOS ANGELES)

Not Appicable. being first duly sworn, deposes and says:

That he is a member of the co-partnership designated as _____
_____
which is that party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not conspired or agreed, directly or indirectly, that another person refrain from bidding, nor by such means sought to secure any advantage for himself or for any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept from or through such bid depository.

That he has been duly vested with authority to make and sign the foregoing Bidder's Proposal for the co-partnership by _____
who constitute the other members of the co-partnership.

_____

SUBSCRIBED and SWORN to before me this ____ day _____, 2025

My commission expires:

_____
Notary Public in and for the said
County/State

(Seal)

STATE OF CALIFORNIA)
: SS
COUNTY OF LOS ANGELES)

CORPORATION AFFIDAVIT

Scott Humphrey being first duly sworn, deposes and says:

That he is the Vice President of Operations (Title) of Doty Bros. Equipment Co. (Name) a corporation, which is the party making the foregoing quotation or bid; that such a bid is genuine and not collusive or sham; that said bidder has not conspired or agreed, directly or indirectly, that another person refrain from bidding, nor by such means sought to secure any advantage for itself or for any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities or accept from or through such depository.

That he is duly authorized to execute the foregoing the Bid Quotation on behalf of said corporation and that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

Scott Humphrey, Vice President of Operations

STATE OF CALIFORNIA)
: SS
COUNTY OF LOS ANGELES)

LIMITED LIABILITY COMPANY AFFIDAVIT

Not Appicable. being first duly sworn, deposes and says:

That he is the _____ (Title) of _____ (Name) a limited liability company, which is the party making the foregoing quotation or bid; that such a bid is genuine and not collusive or sham; that said bidder has not conspired or agreed, directly or indirectly, that another person refrain from bidding, nor by such means sought to secure any advantage for itself or for any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Operating Agreement or Limited Liability Company Agreement of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities or accept from or through such depository.

That he is duly authorized to execute the within the Bid Quotation on behalf of said corporation and that such corporation executed the same pursuant to its operating agreement/limited liability company agreement or a resolution of its Manager Members or its Members.

_____

SUBSCRIBED and SWORN to before me this ____ day _____, 20___

My commission expires:

** See Attached Jurat **

Notary Public in and for the said County/State

(Seal)

CALIFORNIA JURAT GOVERNMENT CODE § 8202

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

LISA JOHNSON
Notary Public - California
Los Angeles County
Commission # 2523161
My Comm. Expires Jul 12, 2029

Subscribed and sworn to (or affirmed) before me on this 07th. (Date) day of January (Month), 20 26 (Year), by

(1) Scott Humphrey, V.P. of Operations

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit - City of Burbank

Document Date: January 07, 2026 Number of Pages: 1

Signer(s) Other Than Named Above: _____

©2019 National Notary Association

STATE OF CALIFORNIA)
: SS
COUNTY OF LOS ANGELES)

JOINT VENTURE AFFIDAVIT

Not Appicable. being first duly sworn, deposes and says:

That he is the _____ (Title) of _____ (Name) one of the partners submitting the foregoing bid as a Joint Venture and that he is duly vested with the authority to make and sign the said bid and on behalf of the parties making said bid, who are ._____ _____. That such a bid is genuine and not collusive or sham; that said parties have not conspired or agreed, directly or indirectly, that another party refrain from bidding, nor by such means sought to secure any advantage for himself said Joint Ventures or any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository.

_____

SUBSCRIBED and SWORN to before me this ____ day _____, 20___

My commission expires:

_____
Notary Public in and for the said
County/State

(Seal)

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

NONCOLLUSION DECLARATION
To be executed by Bidder and Submitted with Bid

The undersigned declares:

I am the Vice President of Operations of Doty Bros. Eqiupment Co., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly inducted or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 07, 2026 date], at Norwalk city], California state].

COMPANY NAME: Doty Bros. Equipment Co.

SIGNED: _____

PRINT NAME: Scott Humphrey TITLE: Vice President of Operations

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

WORKERS' COMPENSATION CERTIFICATION

To be executed by Bidder and Submitted with Bid.*

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

COMPANY NAME: Doty Bros. Equipment Co.

SIGNED: _____

PRINT NAME: Scott Humphrey TITLE: Vice President of Operations

DATE: January 07, 2026

First-tier subcontractors to submit this completed form as part of the prior to issuance of the Purchase Orders. All lower-tiered subcontractors must submit this form to the City's Representative prior to performing work.

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide

Bid Schedule No. 1547
Subcontractor's List and Proposal Breakdown

In accordance with the provisions of Section 4104 of the Public Contract Code of California, the Bidder shall set forth in the table below the Division or Scope of Work, the Subcontractor's Name and Location, Subcontractor's License Number, Public Works Contractor Registration Number and the Cost for the Portion of the Work for each entity who will perform work or labor or render services to the Bidder in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the Bidder's total bid (or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Bidder's total bid or ten thousand dollars ($10,000), whichever is greater) and the portion of work that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each such portion as is defined by the Bidder in its bid. The Bidders' attention is called to the provisions of Sections 4100 et seq., of the Public Contract Code. Information other than the Subcontractor's name, location, California Contractor license number, and the Public Works Contractor Registration Number may be submitted up to 24 hours after the deadline established for receipt of Bid Proposals.

Division and/or Scope of the Work	Name and Address of Subcontractor	Subcontractor License No. / DIR Registration No.	Cost for the Portion of Work to be performed by Subcontractor	Percentage (%) of the Total Bid Proposal
Saw Cutting	Mora's Equipment	910902/ 1000033604	$ 40,000.00	2%
Striping	PCI	823802/ 100005687	$ 25,000.00	1.25%
Traffic Loops	Traffic Loops Crackfilling, Inc.	652956/ 1000003794	$ 28,000.00	1.40%
			$	
			$	

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

Subcontractor's List and Proposal Breakdown

Division and/or Scope of the Work	Name and Address of Subcontractor	Subcontractor License No. / DIR Registration No.	Cost for the Portion of Work to be performed by Subcontractor	Percentage (%) of the Total Bid Proposal
			$	
			$	
			$	
			$	

The undersigned hereby certifies that to the best of the Contractor's knowledge, the Subcontractors listed within the table above are financially responsible and have the requisite skills, tools, and capabilities required to perform their respective portions of the Work under the Contractor's Bid Proposal and in accordance with the Construction Documents.

CONTRACTOR'S NAME: Doty Bros. Equipment Co.

AUTHORIZED REPRESENTATIVE: Scott Humphrey (Printed Name) — Vice President of Operations (Title)

SIGNATURE & DATE: [signature] — January 07, 2026 (Date)

P – 5(a)

DOTY BROS.

Doty Bros. Equipment Company

We are pleased to submit our "Bid Bond" to

City of Burbank

for

Construct Distribution Underground Conduit System and Related Substructure Improvements - Citywide

Bid Schedule No: 1547

Bid Due Date: January 07, 2026 @ 2:00PM

Doty Bros. Equipment Company
Pipeline Professionals Since 1935

MISSION STATEMENT

Our Company's mission is to achieve consistent growth by striving for excellence and innovation in service, workmanship, and customer support. We believe that rewarding excellence and innovation and effectively demonstrating those traits to our customers and vendors sustains growth and secures the Company's solid foundation.

BIDDER'S BOND

(Not necessary when certified or cashier's check accompanies bid)

We, the undersigned principal and surety, our heirs, executors, administrators, successors and assigns, are jointly and severally bound to the City of Burbank, a municipal corporation, in the principal sum of:

Ten Percent of the Total Amount Bid
(Words)

($ 10% of Bid)
(Figures)

to be paid and forfeited to said City if the bid, the amount of which is incorporated herein by this reference, of the undersigned principal for the **CONSTRUCT DISTRIBUTION UNDERGROUND CONDUIT SYSTEM AND RELATED SUBSTRUCTURE IMPROVEMENTS - CITYWIDE, in accordance with Bid Schedule No. 1547**, is the low bid and the principal requests to withdraw the bid or the bid is accepted and the proposed Contract awarded to said principal and if said principal shall fail or refuse to execute the Agreement in accordance with said bid as accepted and to furnish the bonds and insurance in forms acceptable to the City within fifteen (15) City working days after the award is made; otherwise, this obligation to be void.

WITNESS our hands this 19th day of December, 20 25.

Doty Bros. Equipment Company
Principal

By: Scott Humphrey

Vice President of Operations
Title

Fidelity and Deposit Company of Maryland
Surety

1299 Zurich Way
Surety's Address

Schaumburg, IL 60196-1056

(203) 942-9508
Surety's Telephone Number

By: Heather Saltarelli
Attorney in Fact

(SEAL)

Heather Saltarelli

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Orange)

On DEC 19 2025 before me, Leigh McDonough, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Heather Saltarelli
Name(s) of Signer(s)

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.

LEIGH MCDONOUGH
Notary Public - California
Orange County
Commission # 2513111
My Comm. Expires Mar 25, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 December 31, 2025 (*Date*) before me, Lisa Johnson, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Scott Humphrey, Vice President of Operations (*Name(s) of Signer(s)*),

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.

LISA JOHNSON
Notary Public - California
Los Angeles County
Commission # 2523161
My Comm. Expires Jul 12, 2029

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond - City of Burbank

Document Date: December 19, 2025 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott Humphrey	Signer's Name: _____
☑ Corporate Officer – Title(s): VP of Ops	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rachelle RHEAULT, Leigh MCDONOUGH, Mark RICHARDSON, Kevin CATHCART, Terah LANE, Kim LUU, Heather SALTARELLI, Mike PARIZINO, Jeri L. APODACA, Kim HEREDIA of Irvine, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of October, A.D. 2025.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of October, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

GENEVIEVE M. MAISON NOTARY PUBLIC STATE OF MARYLAND BALTIMORE COUNTY

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this_____ day of DEC 19 2025.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

CONTRACTOR'S REFERENCES

Please provide a list of at least three (3) agencies or companies for whom you have provided work of a similar size, nature and scope in the past seven (7) years. A reference list may not be attached in lieu of completing this form. **Attaching a reference list in lieu of completing this**

Contact Person	Sven Knauth
Name of Agency or Company	Burbank Water & Power
Name and Year of Project	Burbank Underground Conduit Contract 2021-Current
Scope of Work	Civil, maintenance, and emergency projects
Address	301 East Olive Ave. Suite 305 Burbank CA, 91502
Telephone No.	818-238-3568
Total Contract Amount	Average of 2.5 million per year over 5 years
Contact Person	Gary Morrison
Name of Agency or Company	Krismar Construction
Name and Year of Project	Warner Ranch Studios 2023-2024
Scope of Work	Install 8 new MH's and over 25,000 feet of conduit
Address	411 N Hollywood Way Burbank CA 91522
Telephone No.	310-613-2844
Total Contract Amount	3.7 million
Contact Person	John Cuviello, Supply Management
Name of Agency or Company	Southern California Edison
Name and Year of Project	Various contracts and bid work, 2020-2025
Scope of Work	Underground Civil & Maintenance
Address	1924 E. Cashdan St., Compton, CA 90220
Telephone No.	(714) 895-0314
Total Contract Amount	Approx. 20 million per year
Contact Person	Corey Henry
Name of Agency or Company	Southern California Edison
Name and Year of Project	Charge Ready Program 2021-Current
Scope of Work	Civil construction for electrical vehicle charging stations
Address	Various
Telephone No.	(909) 520-2818
Total Contract Amount	Approx. 2-4 million per year

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

CONTRACTOR'S REFERENCES – CITY OF BURBANK PROJECTS

Please provide a list of projects of similar size, nature and scope , if any, completed for the City of Burbank within the last **seven (7)** calendar years.

Name of Department	Krismar Construction
Contact Person and Phone	Gary Morrison - 310-458-3170
Project Name / Description	Krismar-Ranch Lot Offsite
Year Installed	2024 - 2025
Total Contract Amount	$ 3,255,085
Name of Department	Engineering
Contact Person and Phone	Jessica Chen - 818-238-3549
Project Name / Description	ON 5 ON 17 / Installation of Substructure, Conduits
Year Installed	11/2024 - 07/2025
Total Contract Amount	$ 2,920,836
Name of Department	Engineering
Contact Person and Phone	Michael Wang - 818-238-3578
Project Name / Description	RTIC - Burbank Airport (2501 N. Hollywood Way) Installation of substructures and conduit
Year Installed	2025
Total Contract Amount	$ 182,372
Name of Department	Engineering
Contact Person and Phone	Andrew Bacic - 818-238-3566
Project Name / Description	3160 Lamer / Vault replacement
Year Installed	2025
Total Contract Amount	$ 84,908
Name of Department	Engineering
Contact Person and Phone	Hugo Murillo - 818-238-3647
Project Name / Description	PB373 Repair / Frame and cover replacement
Year Installed	2025
Total Contract Amount	$ 34,541

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

This form **MUST** be returned with Bidder's Proposal
(Failure to submit will disqualify your bid.)

CONTRACTOR IIPP CERTIFICATION

The undersigned certifies that it has in place an **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. (Note: If you believe that you are exempt from the state mandate, on a separate sheet please explain why you are exempt.)

The undersigned further certifies that its IIPP is in written form and includes, at a minimum, the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program and the name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices:
   a) whenever new substances, processes, procedures or equipment is introduced into the workplace and represents a new hazard; and
   b) whenever the Contractor is made aware of a new or previously unrecognized hazard.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard:
   a) when observed or discovered; and
   b) when an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, remove all exposed personnel from the area except those necessary to correct the existing condition. Employees necessary to correct hazardous conditions shall be provided with the necessary safeguards.

4. The Contractors occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment:
   a) to all new employees;
   b) to all employees given new job assignments for which training has not been previously received;
   c) whenever new substance, processes, procedures or equipment are introduced into the Project and represent a new hazard;
   d) whenever the employer is made aware of a new or previously unrecognized hazard; and
   e) for supervisors to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed.

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

CONTRACTOR IIPP CERTIFICATION

(Continued)

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the Job Site without fear of reprisal.

   Substantial compliance with this provision includes meetings, training programs, postings, written communications, a system of anonymous notification by employees about hazards, labor/management safety and health committees, or any other means that ensures communication with employees.

6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection, training documentation, included but not limited to, inspection checklist and training documentation form.

8. The Contractor shall include procedures to investigate occupational injury or occupational illness.

9. For construction projects the Contractor shall adopt a written code of safe practices that specifically relates to the employer's operations. Tailgate meetings shall be held at least every ten (10) working days with employees and subcontractors.

10. A pre-job meeting may be required with the Environmental Health and Safety Officer, or their designee, prior to the job start date.

11. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.9.

The foregoing is made herein are made under penalty of perjury.

Full and Correct Name

COMPANY NAME: Doty Bros. Equipment Co.

SIGNED: _____

PRINT NAME: Scott Humphrey TITLE: Vice President of Operations

ADDRESS: 11232 E. Firestone Blvd. Norwalk, CA 90650

TELEPHONE NUMBER: (562) 864-6566 FAX NUMBER: (____)

The City reserves the right to review the IIPP and to inspect the Job Site while the Work is in progress for safety and health requirements, per current Federal or State/OSHA regulations. Any violations discovered shall immediately be corrected by the Contractor at its sole expense or the City shall correct such violations and deduct the expenses from monies due the Contractor.

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide

Bid Schedule No. 1547

1. INDUSTRIAL SAFETY RECORD QUESTIONNAIRE

Industrial Safety Record

Please refer to the following page for completion of this questionnaire section. This information must include all construction work undertaken in the United States (including the State of California), with separate statistics relative to the State of California, by the Proposer and any affiliate of the Proposer. Separate information shall be submitted for each partnership, joint venture, corporation, limited liability company or individual Proposer. The Proposer may be requested to submit additional information or explanation of data the City may require to evaluate the Proposer's safety record. The term "affiliate" shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venture or partner of the Proposer, or any such entity which owns a substantial interest in or is owned in common with the Proposer, or any of their members, joint ventures or partners who own a substantial interest.

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide

Bid Schedule No. 1547

INDUSTRIAL SAFETY RECORD QUESTIONNAIRE

Please provide the following information for the five (5) previous years:

	2021	2022	2023	2024	2025 (through date of BS)	Total
1.* Total Employee Hours Worked Nationwide: California:	762,711	678,274	613,204	776,240	558,295	3,606,669
2.* Number of fatalities: Nationwide: California:	0	0	0	0	0	0
3.* Number of lost workdays: Nationwide: California:	66	0	71	0	0	137
4.* Number of lost workday cases: Nationwide: California:	1	0	0	0	0	1
5.* Number of injury/ illness cases: Nationwide: California:	3	3	1	2	0	9
6* Number of days of restricted work activity due to injury/ illness: Nationwide: California:	10	129	0	319	0	458
7. ** Incidence Rate Lost Workday Cases Nationwide: California: Days Lost Nationwide: California:	0.26 17.31	0.00 0.00	0.00 23.15	0.00 0.00	0	0.06 7.60
8. Worker's Compensation Experience Modifier Nationwide: California:	.75	.79	.81	.81	.96	N/A

* The information required for these items should reflect what is submitted on the OSHA Form 300, Log of Work-Related Injuries and Illnesses and OSHA Form 300A, Summary of Work-Related Injuries and Illnesses, OSHA.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide

Bid Schedule No. 1547

INDUSTRIAL SAFETY RECORD QUESTIONNAIRE

1.1. List your firm's current Intrastate Experience Modification Rate for:

2025	.96
2024	.81
2023	.81
2022	.79

1.2. Please use your last year's OSHA No. 300 and 300A Log (for Year 2025) to fill in:

Number of Injuries and Illnesses

a. Number of Lost Workday Cases 0
b. Number of Restricted Workday Cases 2
c. Number of Cases with Medical Attention Only 0
d. Number of Fatalities 0
e. Incident Rate 0.52

1.3. Employee hours worked last year (do not include any non-work time, even though paid).

776,240

1.4. Do you have a current Injury and Illness Prevention Program on file (S.B.198 Compliance)? YES ✓ NO _____

Note: Successful bidder will be required to submit the Burbank Water and Power Contractor Orientation form prior to starting construction work. See Field Contractor Orientation (FCO 1-14).

1.5. Do you hold site safety meetings for field supervisors and subcontractor trades?
YES ✓ NO _____

How often? Daily, Weekly and Monthly

1.6. Do you conduct project safety inspections? YES ✓ NO _____

If "YES", who conducts this inspection, their title, and how often?
Safety Supervisors, Daily

1.7. How are accident records and accident summaries maintained?
Accident records and summaries are maintained electronically and reviewed by management and safety department.

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide

Bid Schedule No. 1547

INDUSTRIAL SAFETY RECORD QUESTIONNAIRE

1.8. How often are they reported?

	YES	NO	Monthly	Quarterly	Annually
Total Accidents for the Entire Co.	✓	___	_____	_____	_____
Total Accidents by project	✓	___	_____	_____	_____

1.9 Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

YES _____ NO ✓

If "YES," please attach a separate signed page describing the citations, including information about the dates of the citation(s), the nature of the violation(s), the project on which the citation(s) was/were issued, the amount of penalty paid, if any. If the citation(s) was/were appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

NOTE: ***If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.***

1.10. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

YES _____ NO ✓

If "YES," attach a separate signed page describing each citation.

NOTE: ***If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.***

1.11 Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

YES _____ NO ✓

If "YES," attach a separate signed page describing each citation.

NOTE: ***If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.***

EXHIBIT A: NOTICE TO PROCEED

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

Below is an example of the City's Notice to Contractor that BWP representative would send to commence work.

CITY OF BURBANK
WATER AND POWER

NOTICE TO PROCEED (NTP) – CONSTRUCTION COMMENCEMENT

Date:

Project Name:

BWP Project Manager

Contractor:

Contractor Foreman/Manager:

Purchase Order Number:

Project Cost Estimate:

Construction Start Date:

Construction End Date:

Notice to Proceed:

In accordance with Bid Schedule XXXX for the above referenced Project outlined in Plan(s)/Drawing(s) EE-XXXX , [Contractor] is hereby notified to commence construction activities by no later than [MM/DD/YYYY] and to be complete by no later than [MM/DD/YYYY], in accordance with the attached project schedule.

The Contractor acknowledges that the existing site conditions have been verified and are reflected in the submitted cost and schedule. Please confirm receipt of this notice to commence [Contractor] services by signing this letter and returning it to my attention at your earliest convenience.

Sincerely,
[Name]
Project Manager

Acknowledged by:
Contractor: [Contractor]
Print name:
Signature: _____
Date:

Attachments: Project Schedule, Project Plans

Revised 12/17/2025

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

CONTRACTOR'S SUBSTATION EXPERIENCE

Misc. Substation Experience			
1. How many years of direct experience does your firm have in **greenfield** and **brownfield** substation construction?	Doty Bros. has not performed any substation work within the last 5 years, however, some of the current faculty have experience with setting forms/pouring concrete for substation/equipment foundations at other companies.		
2. How many similar greenfield substation projects have you completed in the last 5 years? List project names, values, and client contacts.	**Project** N/A	**Values** N/A	**Contacts** N/A
3. How many similar **brownfield** (live, partially live, or de-energized) substation renovation/expansion projects, involving demolition of existing structures, have you completed in the last 5 years? List project names, values, and client contacts.	**Project** N/A	**Values** N/A	**Contacts** N/A

Revised 12/17/2025

4. If you are assigned a substation rebuilt project, what portions of the scope do you typically perform with your own crews? What portion do you subcontract?

In-House	Subcontract
If performing substation work, Doty Bros. has experience with setting forms, pouring concrete, and assisting electrical contractor with equipment setting.	All electrical/wiring infrastructure procurement/installation

5. Please list three references.

Contact Person	N/A
Name of Agency or Company	
Name and Year of Project	
Scope of Work	
Address	
Telephone No.	
Total Contract Amount	

Contact Person	N/A
Name of Agency or Company	
Name and Year of Project	
Scope of Work	
Address	
Telephone No.	
Total Contract Amount	

Contact Person	N/A
Name of Agency or Company	
Name and Year of Project	
Scope of Work	
Address	
Telephone No.	
Total Contract Amount	
Name and Year of Project	

The Baldwin Group

February 28, 2025

Doty Bros. Equipment Co.,
11232 E. Firestone Boulevard
Norwalk, CA 90650

RE: WORKERS' COMPENSATION EXPERIENCEMODIFICATION RATING

To Whom It May Concern

This letter is to certify that as of the indicated date, Doty Bros. Equipment Co.'s currently active and prior years modification factors are as indicated below

03/01/2025	.96
03/01/2024	.81
10/31/2023	.81
10/31/2022	.79

Should you require any additional information, please contact us.

Regards,

Gabriel Stellar 646-625-3805
gabriel.stellar@baldwin.com

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **273024** Entity CORP

Business Name DOTY BROS EQUIPMENT CO DBA
DOTY BROS CONSTRUCTION CO

Classification(s) A C10 C12 C16 C42

Expiration Date 12/31/2027 www.cslb.ca.gov

Certified Action
of the Board of Directors of

Doty Bros. Equipment Co.

a California Corporation

I, Mario A. Tapanes, certify as follows:

1. I am the duly elected Secretary of Doty Bros. Equipment Co., a California corporation ("*Company*") and as such I am authorized to provide this certification.

2. The following is a true and correct copy of an action adopted by the Board of Directors of the Company on December 31, 2023:

RESOLVED:

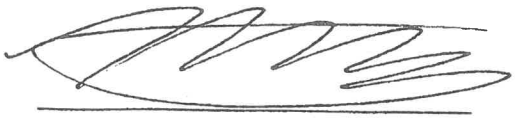
Effective January 1, 2024:

The following persons are authorized to execute any and all documents necessary for bidding or contracting work on behalf of the Company:

Name	Title
Luis A. Armona	Chief Executive Officer
Phil Dennis	President / Chief Operating Officer
Henry Barber	Senior Vice President
Scott Humphrey	Vice Presient of Operations
Frederic Furry	Chief Financial Officer / Treasurer
Mario A. Tapanes	Secretary
Sandy Dennis	Assistant Secretary

All prior resolutions of the Company designating authorized signatories for bidding or contracting work on its behalf are rescinded and revoked effective as of January 1, 2024 and superseded by the foregoing resolution.

Dated: December 31, 2023



Mario A. Tapanes
Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Baldwin Group Specialty Industry, LLC
1250 Route 28, Suite 201
Branchburg, NJ 08876

www.baldwin.com

CONTACT NAME: Gabriel Stellar
PHONE (A/C, No, Ext): 908-566-1010 **FAX (A/C, No):** 908-566-1020
E-MAIL ADDRESS: certs@constructionriskpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London - Convex Insurance UK Limited	AA1120191
INSURER C : AGCS Marine Insurance Company	22837
INSURER D : Allied World National Assurance Company	10690
INSURER E : Lloyds of London - MAP 2791	AA1128791
INSURER F : Lloyds of London - Inigo	AA1127301

INSURED
Doty Bros Equipment Co.
dba: Doty Bros. Construction Co.
11232 E. Firestone Blvd.
Norwalk CA 90650

COVERAGES **CERTIFICATE NUMBER:** 84354463 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:			1000025467251	3/15/2025	3/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $500,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			1000198716251	3/15/2025	3/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B E F	☐ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			B1881S250976 XS General Liability XS Employers Liability	3/15/2025	3/15/2026	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000001270	3/15/2025	3/15/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Scheduled/Unscheduled Equipment			MXI93069905	3/1/2025	3/1/2026	$6,753,531 / Deductible: $5,000 All Risk	
C	Leased/Rented Equipmen			MXI93069905	3/1/2025	3/1/2026	Limit: $1,000,000.	
D	Contractors Pollution Liability			3011-0183	3/1/2025	3/15/2026	Per Occurrence/Agg: $10M/$10M	
D	Contractors Professional Liability			3011-0183	3/1/2025	3/15/2026	Each Act/Aggregate: $10M/$10M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage Only.

CERTIFICATE HOLDER

Evidence of Insurance
Doty Bros Equipment Co. dba: Doty Bros Construction Co.
11232 E. Firestone Blvd.
Norwalk CA 90650

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Peter Forenza

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: MERUGRO-01

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Construction Risk Partners	Doty Bros Equipment Co. dba: Doty Bros. Construction Co. 11232 E. Firestone Blvd. Norwalk CA 90650
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Evidence of Insurance
ADDRESS:

OTHER POLICY SCHEDULE:

INSURER: Steadfast Insurance Company NAIC No. 26387
TYPE OF INSURANCE: XS Auto Liability (2xP)
POLICY No. SXS 9507488-03
EFFECTIVE DATE: 3/15/2025
EXPIRATION DATE: 3/15/2026
LIMIT: Occurrence/Aggregate $3,000,000

INSURER: Upland Specialty Insurance Company NAIC No. 16988
TYPE OF INSURANCE: XS Auto Liability (1x2xP)
POLICY No. USXTL0898725
EFFECTIVE DATE: 3/15/2025
EXPIRATION DATE: 3/15/2026
LIMIT: Occurrence/Aggregate $1,000,000

INSURER: Texas Insurance Company NAIC No. 16543
TYPE OF INSURANCE: XS Auto Liability (2x3xP)
POLICY No. JTI24XAUT-02288-03
EFFECTIVE DATE: 3/15/2025
EXPIRATION DATE: 3/15/2026
LIMIT: Occurrence/Aggregate $2,000,000

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THIS CERTIFIES THAT

Doty Bros. Equipment Company

dba Doty Bros. Construction Co.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 237110; 237120; 237130

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/04/2025		SC04009
Issued Date		**Certificate Number**
05/01/2026	**Ying McGuire** **NMSDC CEO and President**	Virginia Gomez
Expiration Date		**Virginia Gomez, President**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **April 3, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Doty Bros. Equipment Company DBA Doty Bros. Construction Co.
Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 2IS00020 ***DETERMINATION DATE: April 3, 2023***

BIDDER'S PROPOSAL

Construct Distribution Underground Conduit System and Related Substructure Improvements – Citywide
Bid Schedule No. 1547

Bidder's must provide Total Lump Sum Cost for the (3) sample projects shown above based from the pricing provided on the Bid Items.

ITEM NO.	DESCRIPTION	UOM	EST QTY	TOTAL COST
1	Sample Project Plan – EE-7325	LS	1	
	TOTAL SAMPLE PROJECT PLAN – EE-7325			$632,817.69
2	Sample Project Plan – EE-7321B	LS	1	
	TOTAL SAMPLE PROJECT PLAN – EE-7321B			$209,685.07
3	Sample Project Plan – EE-6797_A_	LS	1	
	TOTAL SAMPLE PROJECT PLAN – EE-6797_A_			$44,474.83

Combined Total: $886,977.60

Sample 1

City of Burbank: Tasking & Change Order Form												
Project	EE-7325		Drawing #:	EE-7325	Tasked Date:		01/07/26		Doty Job #	N/A		
Line Item	Unit ID:	Description	Notes	TASKED QTY	FCO1	FCO2	Total Scope	SC1	SC2	Available Units		
				REQUESTED:	REQUESTED:	REQUESTED:		REQUESTED:	REQUESTED:			
				01/07/26							Unit $	Total (Includes FCOs)
1	163	Install New: 8'x14'x7' Concrete Manhole Per S-794 - Street/Alley [$ / Unit]		1.00			1.00			1.00	$71,664.22	$ 71,664.22
2	39b	(6) 6" conduits + (2) 3" fiber (601 - 1000) ft	644' from MH690 to MH691; 138' from MH691 to MH631	782.00			782.00			782.00	$165.69	$ 129,571.65
3	8	(2) 6" conduits + (1) 3" fiber (1 - 100) ft	54' from MH691 to RP19739B	54.00			54.00			54.00	$75.65	$ 4,085.13
4	332	Trench (Street/Alley): 601 - 1000 sq. ft - Depth = 80-92 in. - Width = 15-25 in.	644' from MH690 to MH691; 138' from MH691 to MH631; 54' from MH691 to RP19739B	836.00			836.00			836.00	$174.17	$ 145,610.21
5	129	2" Asphalt Grind & Overlay (c) - Rubberized AC Overlay 4001+ sq. ft.	Based on restoring half street width at 30' and total length of 770' 644' x 30' for run MH690 to MH691; 34' x 30' for run from MH691 to RP139739B; 91' x 30' for run from MH691 to MH631	23070.00			23070.00			23070.00	$8.02	$ 184,978.74
6	60	Slurry Backfill 100+ yd	Based on dimensions 836' Long x 2' Wide x 3' Deep	186.00			186.00			186.00	$193.14	$ 35,923.92
7	185	Install New on Existing Pole: 6" Riser Per S-461 - Schedule 80 (p).		2.00			2.00			2.00	$1,275.70	$ 2,551.39
8	99	8" - Asphalt Base-Paving (c) 1201 – 2000sq. ft.	Based on 2' wide trench and asphalt that is 8" thick on Ontario St. and Winona Ave.	1672.00			1672.00			1672.00	$20.19	$ 33,749.46
9	71	Temporary Plating (c) - Recessed Plating 601 - 1000ft	Recessed plating for all trench length	836.00			836.00			836.00	$29.53	$ 24,682.97
				$ 632,817.69	$ -	$ -		$ -	$ -	$ 632,817.69		$ 632,817.69

Sample 2

City of Burbank: Tasking & Change Order Form												
Project	EE-7321B		Drawing #:	EE-7321B	Tasked Date:		01/07/26		Doty Job #	N/A		
				TASKED QTY	FCO1	FCO2	Total Scope	SC1	SC2	Available Units		
Line Item	Unit ID:	Description	Notes	REQUESTED:	REQUESTED:	REQUESTED:		REQUESTED:	REQUESTED:			
				01/07/26							Unit $	Total (Includes FCOs)
1	230	Replace existing pullbox with 4'x6'–6'x6" pullbox (With Energized Cables – Okay to use Intercept Box Type): Parkway		2.00			2.00			2.00	$52,922.36	$ 105,844.73
2	9	(2) 6" conduits + (1) 3" fiber (101 - 300) ft	260' from PB537 to PB536; 20' from PB536 to RP18875B	280.00			280.00			280.00	$71.81	$ 20,105.42
3	365	Trench (Street/Alley): 101 - 300 sq. ft - Depth = 51-61 in. - Width = 26-33 in.	Trench based on 60" depth and 26" wide	280.00			280.00			280.00	$152.21	$ 42,617.90
4	59	Slurry Backfill 31 - 100 yd	Based on 280' L x 26" W x 3' D	67.00			67.00			67.00	$198.15	$ 13,276.21
5	185	Install New on Existing Pole: 6" Riser Per S-461 - Schedule 80 (p).		2.00			2.00			2.00	$1,275.70	$ 2,551.39
6	83	5" and less - Asphalt Base-Paving (c) 201 - 600sq. ft.	Based on trench width of 26" and asphalt that is 5" thick	606.67			606.67			606.67	$24.88	$ 15,092.04
7	69	Temporary Plating (c) - Recessed Plating 101 - 300ft	Recessed plating for all trench length	280.00			280.00			280.00	$54.42	$ 15,237.38
8	LS	Lump Sum	Credit for non-used fiber line from conduit unit	-5040.00			-5040.00			-5040.00	$1.00	$ (5,040.00)
				$ 209,685.07	$ -	$ -		$ -	$ -	$ 209,685.07		$ 209,685.07
				Sum of Original Tasking	Sum of FCO1	Sum of FCO2		SC1	SC2	Remaining Balance		

Sample 3

City of Burbank: Tasking & Change Order Form												
Project	EE-6797A		Drawing #:	EE-6797A	Tasked Date:		01/07/26		Doty Job #	N/A		
				TASKED QTY	FCO1	FCO2	Total Scope	SC1	SC2	Available Units		
Line Item	Unit ID:	Description	Notes	REQUESTED: 01/07/26	REQUESTED:	REQUESTED:		REQUESTED:	REQUESTED:		Unit $	Total (Includes FCOs)
1	224	Replace existing pullbox with 3'x5'x5' pullbox (With Energized Cables – Okay to use Intercept Box Type): Sidewalk		1.00			1.00			1.00	$32,864.43	$ 32,864.43
2	178	Install New: 4'x4'-6" Single Phase Transformer Pad. See S-464 - Parkway [$ / Unit]		1.00			1.00			1.00	$5,978.46	$ 5,978.46
3	532	Trench (Sidewalk): 1 - 100 sq. ft - Depth = 51-61 in. - Width = 15-25 in.	5' of trench on each side of pull box	10.00			10.00			10.00	$276.85	$ 2,768.47
4	1	(2) 4" conduits + (1) 3" fiber (1 - 100) ft	Conduits going to transformer pad	10.00			10.00			10.00	$52.71	$ 527.14
5	1	(2) 4" conduits + (1) 3" fiber (1 - 100) ft	Conduits going East and West to pullbox	10.00			10.00			10.00	$52.71	$ 527.14
6	140	PCC Sidewalk Removal & Installation – [$ / SF]: 26 – 100 SF	Based on 7.5' x 5' sidewalk restoration	37.50			37.50			37.50	$48.25	$ 1,809.20
				$ 44,474.83	$ -	$ -		$ -	$ -	$ 44,474.83		$ 44,474.83
				Sum of Original Tasking	Sum of FCO1	Sum of FCO2		SC1	SC2	Remaining Balance		

Note: All Bid Items below include mobilization, traffic control, materials, saw-cutting, excavation, shoring, and potholing along the route, where applicable. Contractor shall trench to the shallowest depth and narrowest width necessary to obtain clearance from other utilities, unless instructed otherwise by BWP. Trench length should be determined by the total length of the job.

Trench (c)	Trench Depth (in)	Trench Length (ft)	Street/Alley				Sidewalk				Parkway			
			Width of Trench (in)											
			0-14	15-25	26-33	34-43	0-14	15-25	26-33	34-43	0-14	15-25	26-33	34-43
Depth from grade to bottom of trench – Per Drawing EE-4636 – **[$ / ft.]**	36-50	1 - 100	$141.51	$214.70	$223.47	$257.35	$204.13	$256.45	$265.21	$305.35	$190.22	$239.75	$248.51	$286.15
		101 - 300	$86.98	$124.98	$133.74	$155.36	$123.44	$146.29	$155.05	$179.87	$115.33	$137.77	$146.54	$170.07
		301 - 600	$79.06	$114.03	$122.79	$142.98	$111.89	$132.96	$141.74	$164.78	$104.59	$125.39	$134.16	$156.05
		601 - 1000	$74.75	$109.51	$118.27	$137.88	$105.45	$127.46	$136.23	$158.52	$98.62	$120.28	$129.05	$150.26
		1001 - 1500	$71.78	$105.68	$114.45	$133.51	$100.94	$122.74	$131.50	$153.12	$94.46	$115.91	$124.68	$145.27
		1501 - 2000	$70.49	$103.12	$111.89	$130.58	$99.00	$119.56	$128.34	$149.49	$92.66	$112.99	$121.76	$141.93
		2001+	$69.11	$102.06	$110.83	$129.37	$96.89	$118.26	$127.03	$148.01	$90.72	$111.78	$120.54	$140.55
Per Drawing EE-4636	51-61	1 - 100	$176.02	$233.36	$244.63	$282.12	$210.82	$276.85	$288.12	$332.13	$196.90	$259.44	$270.71	$312.12
		101 - 300	$100.49	$140.94	$152.21	$177.04	$118.40	$163.32	$174.59	$202.78	$111.24	$154.36	$165.63	$192.48
		301 - 600	$91.05	$129.51	$140.78	$164.11	$106.97	$149.41	$160.67	$186.99	$100.60	$141.45	$152.72	$177.84
		601 - 1000	$87.41	$125.08	$136.35	$159.10	$102.54	$143.99	$155.26	$180.84	$96.49	$136.43	$147.70	$172.14
		1001 - 1500	$83.93	$120.78	$132.05	$154.19	$98.25	$138.70	$149.97	$174.78	$92.52	$131.53	$142.80	$166.56
		1501 - 2000	$81.85	$118.23	$129.50	$151.27	$95.69	$135.53	$146.79	$171.17	$90.16	$128.61	$139.88	$163.21
		2001+	$80.98	$117.17	$128.44	$150.06	$94.63	$134.22	$145.49	$169.67	$89.16	$127.39	$138.66	$161.82
Per Drawing EE-4636	62-69	1 - 100	$179.02	$231.44	$245.22	$283.42	$203.90	$271.94	$285.72	$330.00	$190.93	$255.74	$269.52	$311.36
		101 - 300	$102.20	$163.74	$177.52	$206.77	$136.20	$189.33	$203.09	$236.18	$128.01	$179.09	$192.87	$224.42
		301 - 600	$92.59	$148.99	$162.77	$190.03	$121.45	$171.27	$185.03	$215.63	$114.32	$162.36	$176.13	$205.39
		601 - 1000	$88.89	$144.69	$158.46	$185.15	$117.14	$166.01	$179.77	$209.66	$110.32	$157.48	$171.25	$199.86
		1001 - 1500	$85.35	$137.63	$151.40	$177.07	$110.08	$157.23	$171.01	$199.62	$103.80	$149.40	$163.17	$190.59
		1501 - 2000	$83.25	$132.15	$145.91	$170.78	$104.59	$150.42	$164.19	$191.80	$98.75	$143.10	$156.88	$183.39
		2001+	$82.36	$130.59	$144.37	$169.00	$103.05	$148.49	$162.27	$189.60	$97.32	$141.34	$155.10	$181.37
Per	70-79	1 - 100	$182.07	$247.48	$263.13	$304.49	$216.18	$290.11	$305.76	$353.52	$202.53	$273.06	$288.71	$333.90

Drawing EE-4636		101 - 300	$126.31	$179.79	$195.44	$227.84	$148.48	$207.50	$223.15	$259.71	$139.61	$196.41	$212.06	$246.96
		301 - 600	$113.46	$164.09	$179.74	$210.02	$132.78	$188.24	$203.90	$237.80	$125.05	$178.58	$194.23	$226.68
		601 - 1000	$108.96	$158.60	$174.25	$203.77	$127.29	$181.51	$197.17	$230.12	$119.95	$172.35	$188.00	$219.58
		1001 - 1500	$103.61	$151.96	$167.61	$196.18	$120.66	$173.27	$188.93	$220.69	$113.83	$164.75	$180.41	$210.89
		1501 - 2000	$99.19	$146.47	$162.13	$189.90	$115.17	$166.46	$182.11	$212.87	$108.78	$158.46	$174.11	$203.68
		2001+	$95.75	$142.20	$157.85	$184.98	$110.89	$161.13	$176.78	$206.76	$104.84	$153.56	$169.21	$198.04

Percentage for: dumps__20__ + trucking__20__ + labor __60__% = 100%

Note: All Bid Items below include mobilization, traffic control, materials, saw-cutting, excavation, shoring, and potholing along the route, where applicable. Contractor shall trench to the shallowest depth and narrowest width necessary to obtain clearance from other utilities, unless instructed otherwise by BWP. Trench length should be determined by the length of the total job.

Trench (c) [$ / ft.]	Trench Depth (in)	Trench Length (ft)	Street/Alley				Sidewalk				Parkway			
			Width of Trench (in)											
			0-14	15-25	26-33	34-43	0-14	15-25	26-33	34-43	0-14	15-25	26-33	34-43
Depth from grade to bottom of trench – Per Drawing EE-4636 – **[$ / ft.]**	80-92	1 - 100	$200.31	$273.72	$291.66	$337.87	$237.82	$320.61	$338.56	$391.81	$222.81	$301.86	$319.80	$370.23
		101 - 300	$137.72	$197.49	$215.45	$251.42	$161.60	$227.34	$245.29	$285.74	$152.05	$215.40	$233.35	$272.02
		301 - 600	$124.12	$180.86	$198.80	$232.51	$144.95	$206.90	$224.85	$262.46	$136.62	$196.48	$214.44	$250.49
		601 - 1000	$118.66	$174.17	$192.13	$224.90	$138.28	$198.69	$216.64	$253.09	$130.43	$188.88	$206.83	$241.82
		1001 - 1500	$113.65	$167.97	$185.91	$217.79	$132.06	$190.98	$208.93	$244.28	$124.70	$181.78	$199.72	$233.69
		1501 - 2000	$110.80	$164.44	$182.38	$213.75	$128.53	$186.60	$204.55	$239.25	$121.44	$177.73	$195.68	$229.05
		2001+	$107.98	$160.93	$178.87	$209.74	$125.03	$182.24	$200.20	$234.25	$118.21	$173.72	$191.66	$224.45
Per Drawing EE-4636	93-105	1 - 100	$218.95	$300.79	$321.23	$372.51	$259.88	$351.95	$372.40	$431.35	$243.51	$331.48	$351.94	$407.82
		101 - 300	$156.37	$224.56	$245.02	$286.06	$183.66	$258.68	$279.12	$325.29	$172.75	$245.03	$265.48	$309.59
		301 - 600	$150.34	$217.39	$237.85	$278.04	$176.49	$250.08	$270.53	$315.62	$166.03	$237.01	$257.46	$300.59
		601 - 1000	$145.84	$211.90	$232.35	$271.80	$171.00	$243.34	$263.80	$307.96	$160.93	$230.77	$251.23	$293.50
		1001 - 1500	$140.49	$205.27	$225.72	$264.20	$164.37	$235.11	$255.56	$298.52	$154.81	$223.17	$243.63	$284.79
		1501 - 2000	$134.52	$197.83	$218.29	$255.68	$156.93	$225.85	$246.31	$287.90	$147.97	$214.64	$235.10	$275.01
		2001+	$130.73	$193.11	$213.57	$250.27	$152.22	$219.97	$240.43	$281.16	$143.61	$209.24	$229.69	$268.79
Per Drawing EE-4636	106-118	1 - 100	$238.44	$329.52	$352.90	$409.65	$282.77	$384.95	$408.33	$473.39	$265.04	$362.78	$386.15	$447.89
		101 - 300	$192.92	$274.62	$298.00	$347.72	$227.87	$318.32	$341.69	$397.97	$213.89	$300.85	$324.22	$377.86
		301 - 600	$177.41	$255.61	$278.99	$326.08	$208.86	$294.93	$318.30	$371.29	$196.28	$279.21	$302.58	$353.21
		601 - 1000	$166.18	$241.71	$265.09	$310.17	$194.96	$277.69	$301.05	$351.54	$183.45	$263.29	$286.67	$334.99
		1001 - 1500	$159.97	$234.01	$257.39	$301.35	$187.26	$268.12	$291.49	$340.57	$176.34	$254.48	$277.84	$324.88
		1501 - 2000	$154.01	$226.58	$249.95	$292.81	$179.83	$258.86	$282.24	$329.94	$169.50	$245.95	$269.33	$315.09
		2001+	$149.94	$221.52	$244.89	$287.01	$174.77	$252.55	$275.93	$322.71	$164.84	$240.14	$263.51	$308.43
Per	119-140	1 - 100	$289.10	$398.77	$426.33	$493.35	$343.68	$466.99	$494.53	$571.80	$321.85	$439.70	$467.26	$540.42

Drawing EE-4636		101 - 300	$233.35	$331.08	$358.62	$416.70	$275.98	$384.38	$411.92	$477.99	$258.93	$363.05	$390.61	$453.48
		301 - 600	$212.91	$305.91	$333.45	$387.98	$250.81	$353.28	$380.83	$442.45	$235.65	$334.33	$361.88	$420.67
		601 - 1000	$203.20	$293.90	$321.45	$374.25	$238.80	$338.41	$365.95	$425.43	$224.56	$320.60	$348.16	$404.96
		1001 - 1500	$191.54	$279.38	$306.93	$357.59	$224.28	$320.31	$347.86	$404.65	$211.19	$303.94	$331.48	$385.82
		1501 - 2000	$187.12	$273.90	$301.44	$351.30	$218.80	$313.48	$341.04	$396.83	$206.14	$297.65	$325.20	$378.62
		2001+	$181.50	$266.89	$294.43	$343.25	$211.79	$304.74	$332.30	$386.78	$199.67	$289.60	$317.16	$369.38

Percentage for: dumps 20 + trucking 20 + labor 60 % = 100%

Note: All Bid Items below include concrete encasement, mandrel, and materials where applicable. To be used in conjunction with the Trench units.

Conduit (p)	Conduit Size (in)	Conduit Lengths (ft)	Number (n) of Conduits In addition to (1) 3" fiber conduit			
			2	4	6	8
PVC DB-100 - Per Drawing EE-4636 – **[$ / ft.]**	(n) **4"** conduits + (1) 3" fiber	1 - 100	$52.71	$78.21	$100.77	$133.57
		101 - 300	$48.68	$73.16	$95.21	$118.84
		301 - 600	$44.61	$68.07	$89.63	$112.42
		601 - 1000	$42.23	$65.09	$86.35	$108.65
		1001 - 1500	$41.71	$64.45	$85.64	$107.83
		1501 - 2000	$41.13	$63.72	$84.83	$106.90
		2001+	$40.69	$63.16	$84.22	$106.19
Per Drawing EE-4636	(n) **6"** conduits + (1) 3" fiber	1 - 100	$75.65	$123.15	$176.76	$224.59
		101 - 300	$71.81	$118.34	$163.65	$209.52
		301 - 600	$67.85	$113.40	$157.98	$202.99
		601 - 1000	$65.68	$110.68	$154.85	$199.39
		1001 - 1500	$65.39	$110.32	$154.43	$198.91
		1501 - 2000	$64.99	$109.83	$153.88	$198.27
		2001+	$64.75	$109.53	$153.51	$197.85

Percentage for: plastic construction products (p) 50 % + concrete, including asphaltic (c) 20 % + labor 30 % = 100%

Note: All Bid Items below include concrete encasement, mandrel, and materials where applicable. To be used in conjunction with the Trench units.

Conduit (p)	Conduit Size (in)	Conduit Lengths (ft)	Number (n) of Conduits In addition to (2) 3" fiber conduit			
			2	4	6	8
PVC DB-100 - Per Drawing EE-4636 – **[$ / ft.]**	(n) **4"** conduits + (2) 3" fiber	1 - 100	$56.40	$83.68	$107.82	$142.92
		101 - 300	$52.09	$78.28	$101.88	$127.16
		301 - 600	$47.74	$72.84	$95.90	$120.29
		601 - 1000	$45.18	$69.64	$92.39	$116.25
		1001 - 1500	$44.63	$68.96	$91.63	$115.38
		1501 - 2000	$44.00	$68.18	$90.77	$114.38
		2001+	$43.53	$67.58	$90.12	$113.63
Per Drawing EE-4636	(n) **6"** conduits + (2) 3" fiber	1 - 100	$80.95	$131.77	$189.14	$240.32
		101 - 300	$76.83	$126.62	$175.11	$224.18
		301 - 600	$72.60	$121.34	$169.03	$217.20
		601 - 1000	$70.27	$118.43	$165.69	$213.35
		1001 - 1500	$69.97	$118.04	$165.24	$212.84
		1501 - 2000	$69.54	$117.52	$164.65	$212.15
		2001+	$69.29	$117.19	$164.26	$211.70

Percentage for: plastic construction products (p) 50 % + concrete, including asphaltic (c) 20 % + labor 30 % = 100%

Note: All Bid Items below include materials where applicable. To be used in conjunction with the Trench units.

Slurry Backfill (c)	Quantity (Cubic Yard)	Unit Price
Per Drawing EE-4636 – **[$ / Yard^3]**	0 – 5	$235.05
	6 - 30	$209.89
	31 - 100	$198.15
	100+	$193.14

Percentage for: concrete, including asphaltic (c) 90 % + labor 10 % = 100%

Note: All Bid Items below include materials where applicable. To be used in conjunction with the Trench units. Typically, plates are only used where a trench is left open overnight. Plates can and will be re-used over the duration of the project as the trenching progresses.

Temporary Plating (c)	Lengths of plated trench (ft)	Plating Type	
		Regular Surface Plating	Recessed Plating
Price per linear ft. of trench – **[$ / ft.]**	1 - 100	$10.24	$61.23
	101 - 300	$10.15	$54.42
	301 - 600	$10.06	$35.64
	601 - 1000	$9.97	$29.53
	1001 - 1500	$9.88	$25.43
	1501 - 2000	$9.79	$22.99
	2001+	$9.71	$22.46

Percentage for: concrete, including asphaltic (c) 10 % + labor 90 % = 100%

Note: All Bid Items below include materials, installation of asphalt, and compaction. To be used in conjunction with the Trench units.

Temporary Asphalt Paving (c)	Depth	Quantity (SF)	Unit Price
Temporary (Cold Patch) Paving Installation – **[$ / SF]**	3" and less	1 – 200	$8.82
		201 - 600	$5.25
		601 - 1200	$3.80
		1201 – 2000	$3.47
		2001 - 3000	$3.21
		3001 - 4000	$3.05
		4001+	$2.95

Percentage for: concrete, including asphaltic (c) 10 % + labor 90 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, installation of asphalt, and compaction where applicable.

Asphalt Base-Paving (c)		Depth				
	Quantity (SF)	5" and less	6"	8"	10"	Temporary Recessed Plate Restoration
AC Paving Installation – **[$ / SF]**	1 – 200	$35.48	$38.50	$42.82	$47.36	$15.40
	201 - 600	$24.88	$27.66	$31.72	$35.97	$11.06
	601 - 1200	$17.13	$19.28	$22.67	$26.16	$7.71
	1201 – 2000	$14.99	$16.98	$20.19	$23.49	$6.79
	2001 - 3000	$14.39	$16.35	$19.53	$22.78	$6.54
	3001 - 4000	$13.87	$15.79	$18.92	$22.13	$6.32
	4001+	$13.58	$15.48	$18.58	$21.77	$6.19

Percentage for: concrete, including asphaltic (c) 45 % + labor 55 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, installation of concrete, and finishing.			
Concrete Paving (c) – [$ / SF]		Depth	
Concrete Paving Installation – **[$ / SF]**	Quantity (SF)	6" - 8"	9" – 12"
	1 – 100	$101.94	$103.31
	101 – 200	$61.24	$65.70
	201 and greater	$45.55	$50.02

Percentage for: concrete, including asphaltic (c) 30 % + labor 70 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, grinding of existing asphalt, installation of asphalt overlay, and compaction.			
2" Asphalt Grind & Overlay (c)		Overlay Type	
2" Asphalt Grind & Overlay – **[$ / SF]**	Quantity (SF)	Standard AC Overlay	Rubberized AC Overlay
	1 – 200	$44.52	$44.52
	201 - 600	$28.88	$28.88
	601 - 1200	$24.83	$24.83
	1201 – 2000	$19.91	$19.91
	2001 - 3000	$16.98	$16.98
	3001 - 4000	$15.31	$15.31
	4001+	$13.49	$13.49

Percentage for: concrete, including asphaltic (c) 30 % + labor 70 % = 100%

Note: All Bid Items below include mobilization, traffic/pedestrian control, materials, removal of existing concrete, installation of concrete, and finishing.		
Concrete Restoration (c) – [$ / LF]	Quantity	Unit Price
PCC Curb Removal & Installation – **[$ / LF]**	1 – 10 LF	$355.13
	11 – 50 LF	$248.59
	51 and greater	$156.32
PCC Gutter Removal & Installation – **[$ / LF]**	1 – 10 LF	$298.43
	11 – 50 LF	$235.17
	51 and greater	$151.45
PCC Curb & Gutter Removal & Installation – **[$ / LF]**	1 – 10 LF	$420.44
	11 – 50 LF	$270.60
	51 and greater	$176.27
PCC Sidewalk Removal & Installation – **[$ / SF]**	1 – 25 SF	$97.75
	26 – 100 SF	$48.25

	101 – 200 SF	$35.82
	201 SF and greater	$30.29

Percentage for: concrete, including asphaltic (c) __30__% + labor __70__% = 100%

Note: All Bid Items below include mobilization, traffic control, materials, and installation where applicable.

Striping & Traffic Loop Replacement (p)	Quantity	Unit Price
Thermoplastic Striping – Single Stripe – **[$ / LF]**	1 – 20 LF	$345.63
	21 – 100 LF	$60.74
	101 LF and greater	$26.81
Thermoplastic Striping – Double Stripe – **[$ / LF]**	1 – 20 LF	$355.04
	21 – 100 LF	$62.31
	101 LF and greater	$27.43
Temporary Striping (Paint) – **[$ / LF]**	1 – 20 LF	$60.82
	21 – 100 LF	$30.37
	101 LF and greater	$13.40
Thermoplastic Accessories – "STOP" Word – **[$ / Unit]**	1 EA	$1,631.15
Thermoplastic Accessories – Arrow – **[$ / Unit]**	1 EA	$1,310.51
Traffic Loops – **[$ / Unit]**	1 – 2 EA	$3,534.16
	3 – 6 EA	$1,689.26
	7 EA or greater	$1,320.28

Percentage for: plastic construction products (p) 20 % + labor 80 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, saw-cutting, excavation, shoring, structure placement, slurry backfill around structure, permanent surface restoration around structure, and temporary plates where applicable.

Install New Pull Boxes (c) [$ / Unit]	Street/Alley **[$ / Unit]**	Sidewalk **[$ / Unit]**	Parkway **[$ / Unit]**
3'x5'x5' Concrete Pull Box (Traffic Rated). Per S-460	$35,490.78	$35,929.08	
3'x5'x5' Concrete Pull Box (Sidewalk Rated). Per S-460		$24,907.05	$21,174.40
4'x6'–6'x6" Concrete Pull Box (Traffic Rated) Per S-729	$48,023.02	$48,463.26	
4'x6'–6'x6" Concrete Pull Box (Sidewalk Rated) Per S-615		$34,058.41	$31,447.68

Percentage for: concrete, including asphaltic (c) 80 % + labor 20 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, saw-cutting, excavation, shoring, structure placement, slurry backfill around structure, permanent surface restoration around structure, and temporary plates where applicable.

Install New Manholes (c) **[$ / Unit]**	Street/Alley **[$ / Unit]**	Sidewalk **[$ / Unit]**	Parkway **[$ / Unit]**
6'x12'x7' Concrete Manhole. Per S-730	$48,774.56	$49,075.17	$42,103.18
8'x14'x7' Concrete Manhole Per S-794	$71,664.22	$72,080.62	$64,626.18

Percentage for: concrete, including asphaltic (c) 80 % + labor 20 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, and installation

Core Drilling – [$ / Unit]

Core Drilling Existing Manhole for 6" Conduits **[$ / Unit]**	Quantity	Unit Price
	1 – 4 EA	$497.56
	5 – 8 EA	$232.20
	8 EA and greater	$179.12

Note: All Bid Items below include mobilization, traffic control, materials, saw-cutting, excavation, shoring, structure placement, slurry backfill around structure, permanent restoration around structure, and temporary plates where applicable.

Install New Electrical Equipment Pads (c)	Street/Alley **[$ / Unit]**	Sidewalk **[$ / Unit]**	Parkway **[$ / Unit]**
4'x4'-6" Single Phase Transformer Pad. See S-464	$7,094.58	$7,094.58	$5,978.46
6'x8'-6'x8" Three Phase Transformer Pad. See S-330	$13,406.40	$13,406.40	$12,290.28
8'x10' Three Phase Transformer Pad. See S-723	$16,662.63	$16,662.63	$15,546.51
9'x15' Three Phase Transformer Pad. See S-67	$32,270.91	$32,270.91	$31,154.78
7'x10'-6" Cable Box with Slab for Padmount Switch. See S-462	$31,114.67	$31,114.67	$29,998.55

Percentage for: concrete, including asphaltic (c) 80 % + labor 20 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, installation of conduit sweeps, installation of conduit up the pole to 10' above grade (above elbow couplings), and slurry backfill.

Install New Risers on Existing Pole – [$ / Unit]	Schedule 80 **(p).**	Galvanized Steel **(m).**
3" Riser Per S-461	$668.53	$664.77
4" Riser Per S-461	$810.32	$850.89
6" Riser Per S-461	$1,275.70	$1,559.37

Percentage for: plastic construction products (p) 60 % + labor 40 % = 100%
Percentage for: metals & metal products (m) 70 % + labor 30 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, installation of protective bollards, and striping of protective bollards.

Install Protective Bollards – [$ / Unit]	4" Fixed	5" Fixed	5" Removable
Protective Barrier (Bollard) **(m) (c).** Per S-458A	$906.30	$975.93	$1,305.47

Percentage for: plastic construction products (p) 5 % + labor 95 % = 100%
Percentage for: metals & metal products (m) 30 % + labor 70 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, and complete restoration of damaged concrete.

Raise Manhole Cover to Grade (m) (c)	Unit Price($)	$1,833.25

Percentage for: metals & metal products (m) 0 % + concrete, including asphaltic (c) 10 % + labor 90 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, and complete restoration of damaged concrete.

Manhole Spalling Repair

Repair Manhole Spalling **(c)** (per sq. ft.)	Area (Sq. Ft.)	Roof (Sq. Ft.)	Floor (Sq. Ft.)	Wall (Sq. Ft.)
See Manhole Spalling Attachment for Details	1 - 16	$1,360.17	$878.34	$1,317.28
	17 - 64	$484.75	$365.02	$569.32
	65 - 144	$291.18	$275.51	$326.44
	145 - 400	$201.02	$186.54	$262.68
	401 +	$172.00	$166.74	$245.89

Install Embedded Galvanic Anodes per manhole **(m)** (as part of spalling repair). See Installation Attachment for Details	Unit Price Per Manhole ($)	$1,602.19

Percentage for: concrete, including asphaltic (c) 20 % + labor 80 % = 100%
Percentage for: metals & metal products (m) 5 % + labor 95 % = 100%

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Note: All Bid Items below include mobilization, traffic control, materials, saw-cutting, excavation, shoring, removal of existing structure, placement of new structure, slurry backfill around new structure, permanent surface restoration around structure, and temporary plates where applicable.

Replace Existing Structure In Place (c)	Street/Alley	Sidewalk	Parkway
Replace existing manhole with 8'x14'x7' manhole (With No Cables)	$98,912.64	$98,912.64	$97,767.50
Replace existing manhole with 8'x14'x7' manhole (With De-energized Cables)	$145,740.04	$145,740.04	$144,594.90
Replace existing manhole with 8'x14'x7' manhole (With Energized Cables)	$150,943.09	$150,943.09	$149,797.94
Replace existing pullbox with 4'x6'–6'x6" pullbox (With No Cables)	$69,535.73	$47,919.27	$44,172.59
Replace existing pullbox with 4'x6'–6'x6" pullbox (With De-energized Cables – Okay to use Intercept Box Type)	$73,139.20	$54,067.52	$50,320.84
Replace existing pullbox with 4'x6'–6'x6" pullbox (With Energized Cables – Okay to use Intercept Box Type)	$69,272.73	$56,669.04	$52,922.36
Replace existing pullbox with 3'x5'x5' pullbox (With De-energized Cables – Okay to use Intercept Box Type)	$38,291.15	$30,741.63	$29,596.48
Replace existing pullbox with 3'x5'x5' pullbox (With Energized Cables – Okay to use Intercept Box Type)	$43,806.99	$32,864.43	$31,719.28

Percentage for: concrete, including asphaltic (c) 55 % + labor 45 % = 100%

Note: All Bid Items below include mobilization, traffic control, materials, saw-cutting, excavation, removal of existing structure cover, and installation of new structure cover, where applicable. Bid items below do not include slurry backfill, permanent surface restoration, and temporary plates.

Replace Structure Covers (c)	Street/Alley (Traffic Rated Lid)	Sidewalk	Parkway
Replace existing manhole neck & cover	$4,789.68	$4,789.68	$4,789.68
Replace existing manhole cover with cast-in ring surface (Jensen K45-VN12-12T)	$13,092.82	$13,092.82	$13,092.82
Replace existing 4'x6' pullbox lid	$39,926.00	$23,978.28	$23,978.28
Replace existing 3'x5' pullbox lid	$28,111.73	$17,447.40	$17,447.40

Percentage for: concrete, including asphaltic (c) 70 % + labor 30 % = 100%

Note: BWP may request installation or removal of miscellaneous electrical infrastructure not listed above.

Miscellaneous Electrical Infrastructure	N/A

Page 1(q)

RESOLUTION NO. 26-29,682

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

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Pursuant to notice provided according to law, bids for Bid Schedule No. 1547, Distribution Underground Conduit System and Related Substructure Improvements Citywide have been received, publicly opened, declared, and evaluated.

B. The City Manager reports that the lowest responsive and responsible bid for the improvement project was received from Doty Bros. Equipment Company, that the bid is as set forth below, and recommends that the bid be accepted.

C. The Plans and Specifications for Distribution Underground Conduit System and Related Substructure Improvements Citywide, Bid Schedule No. 1547, are on file at the Purchasing Department and the City Council Office. The City Council has reviewed and considered the Plans and Specifications for Distribution Underground Conduit System and Related Substructure Improvements Citywide, Bid Schedule No. 1547, and approves the Plans and Specifications (hereafter "Plans and Specifications").

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Contract Documents consisting of Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal, 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. 1547, Distribution Underground Conduit System and Related Substructure Improvements Citywide, all of which Contract Documents are on file in the Purchasing Department and City Council Office, are approved and adopted as the Contract Documents, Bid Schedule No. 1547 with such non-substantive changes as may be approved by the City Attorney.

2. The City Council has reviewed and considered the Plans and Specifications for the Distribution Underground Conduit System and Related Substructure Improvements Citywide, Bid Schedule No. 1547, and approves the Plans and Specifications. The General Manager of Burbank Water and Power, or her designee, is authorized to approve any changes to the Plans and Specifications.

3. The lowest responsive and responsible bidder for Distribution Underground Conduit System and Related Substructure Improvements Citywide in accordance with Bid Schedule No. 1547, is Doty Bros. Equipment Company, whose address is 11232 E. Firestone Blvd, Norwalk, CA 90650, and whose total lump-sum price of $886,977.59 is set forth in the Bidder's Proposal included in the Contract Documents, on file in the Purchasing Division. Reference is made to these Contract Documents for further particulars. 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.

4. This project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15302, 15303 and 15304 of the State CEQA Guidelines.

5. The total project budget for Bid Schedule No. 1547 shall be $2,000,000.

6. The City Manager or his designee is authorized to execute a Contract with Doty Bros. Equipment Company and approve Plans and Specifications for the Distribution Underground Conduit System and Related Substructure Improvements Citywide.

7. General Manager of Burbank Water and Power is authorized 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 and up to an amount available within any applicable Burbank City Council-approved Fiscal Year Budget, not to exceed $10M.

PASSED and ADOPTED this 10th day of February, 2026.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Attest:

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

Approved as to Form:
Office of the City Attorney

By:_s/Christopher Chwang_____
Christopher Chwang
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 the Council of the City of Burbank at its regular meeting held on the 10th day of February, 2026, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: February 10, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Simone McFarland, Assistant Community Development Director
BY: Mary Hamzoian, Economic Development Manager

SUBJECT: 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

RECOMMENDATION

1. Approve the Official Fan Zone Agreement between the City of Burbank and the Los Angeles World Cup 2026 Host Committee (LAWCHC) to designate the City of Burbank as an official fan zone site for the FIFA World Cup 2026 (Attachment 1), 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.

BACKGROUND

FIFA World Cup 2026 will be the largest in history, hosted across the United States, Canada, and Mexico. Los Angeles has been selected as one of the host regions, with matches scheduled at SoFi Stadium. To support the event, FIFA designates Official Fan Zones to host World Cup public viewing events, cultural programming, and community celebrations.

Recognizing the economic, cultural, and community engagement opportunities associated with the event, staff submitted a proposal to FIFA on September 26, 2025, seeking Burbank's designation as an Official Fan Zone. The proposal highlighted Burbank's infrastructure, accessibility, public safety capabilities, and experience hosting large-scale community events in Downtown Burbank.

On November 26, 2025, FIFA selected the City's proposal and requested the City enter into an Official Fan Zone Agreement (Agreement) (Attachment 1) to confirm the designation and establish the framework for coordination, branding, operational standards, and compliance with FIFA requirements. Under the agreement, FIFA retains primary control, and the City is responsible for providing insurance coverage and managing associated risks and costs for the event.

Approval of this Agreement will create the opportunity for the City to host a FIFA authorized public viewing and fan engagement event during 2026 World Cup events on July 18th and 19th of 2026. The event will provide significant economic, cultural, and community benefits to Burbank, garnering international exposure and recognition, as it will ensure the City is aligned with regional hosting efforts in Los Angeles.

DISCUSSION

As an Official FIFA Fan Zone, Burbank will gain international recognition through coordinated marketing efforts led by the LAWCHC. The LAWCHC will promote FIFA Fan Zones through a dedicated marketing campaign, potentially reaching billions of viewers. The City will also be featured as the host of an official FIFA branded event across all Host Committee promotional platforms, showcasing Burbank to a global audience and reinforcing its reputation as a vibrant, accessible, and event-ready community within the greater Los Angeles region. Burbank will join a premier lineup of iconic locations selected for Fan Zones, including The Original Farmer's Market, Union Station, Venice Beach, Hansen Dam Lake, and Earvin "Magic" Johnson Park, among others. This designation will create a lasting legacy for Burbank, strengthening its identity as a world-class destination and building momentum toward the LA28 Olympic and Paralympic Games.

Hosting a Fan Zone is anticipated to generate significant economic benefits for the City. The event will drive increased hotel occupancy, boost consumer spending at local restaurants, retailers, and entertainment venues, and create temporary employment opportunities in the hospitality, security, logistics, and event managements sectors. These activities will result in increased transient occupancy tax, sales tax and transient parking tax revenues directly benefiting the City's General Fund budget. According to a 2025 Tourism Economics report commissioned for the City of Burbank, the 2026 FIFA World Cup is forecasted to generate nearly 3,000 incremental hotel room nights in June and July 2026. The increased hotel demand will produce $4.9 million in incremental visitor

spending and $450,000 in state and local taxes[1]. These estimates did not account for the potential for Burbank to host an Official FIFA Fan Zone event. Beyond immediate financial gains, the global exposure from being featured as an official FIFA Fan Zone will position Burbank as a premier destination for future events, attracting visitors, investors, and tourism well beyond the World Cup.

Official Fan Zone Agreement

The Official Fan Zone Agreement establishes the City as a "Site Party" and defines the respective roles and obligations of the City and LAWCHC. Key provisions include:

- The City's formal recognition as an Official Fan Zone host site for 2026 World Cup.
- The City assumes full responsibility for planning, permitting, security, operations, staffing, production, and delivery of the Official Fan Zone.
- All associated costs borne solely by the City without reimbursement or funding provided by LAWCHC, FIFA, or related entities.
- The City's compliance with all FIFA and LAWCHC requirements, including branding, broadcasting, ticketing, security, sustainability, and human rights.
- The City to maintain specified insurance coverage and indemnify LAWCHC, FIFA, and related parties against all claims arising from the Official Fan Zone.
- The Agreement is effective upon execution and continues through August 31, 2026, following the conclusion of the Official Fan Zone, unless terminated earlier.
- The Agreement waives the Council's right to bring future litigation and binds the City to arbitration as its sole legal remedy for violations or disputes arising from the Agreement.
- LAWCHC retains termination rights under certain conditions.

Legal Risks Identified for Burbank's Designation as an Official Fan Zone

As an Official Fan Zone, the City will be responsible for all planning, permitting, security, operations, staffing, production, and delivery. The Agreement contains certain one-sided terms and provisions that the City Attorney wishes to highlight for Council's consideration, as outlined below:

- **Indemnification and Insurance** – The requirements are unilateral, applying only to Burbank. The Agreement imposes broad risks, indemnity and insurance responsibilities upon the City, including responsibility for actions of the FIFA parties and work for which Burbank has no control.

- **Sponsorship** – The Agreement reserves sponsorship rights and control (including local) for FIFA.

[1] Tourism Economics, City of Burbank *2026 World Cup and 2028 Summer Olympics Impact Analysis Report* (September 2025)

- **Inadequately defined obligations** – To date, Burbank has not received detailed terms and scope for referenced agreements with FIFA, sponsors, or the broadcast license providers.

- **Clean zones and outside vending prohibitions** – The Agreement designates the Official Fan Zone as a 'clean zone' (advertisement free areas), that may impact businesses and other activity adjoining the designated area.

- **Broadcast Licensing** – FIFA has not yet secured the official broadcast license for live streaming the games, and if unsuccessful, the Agreement shall terminate.

While these risks are inherent to supporting and hosting events, City staff will actively oversee all planning and execution phases, implementing best practices and risk mitigation strategies to safeguard the City's interests and minimize potential exposure. To ensure successful planning and execution, the City has established an internal working group consisting of staff from Police, Fire, Public Works, Community Development, Parks and Recreation, Water and Power, the City Attorney's Office, and the City Manager's Office to review all aspects of the event, prioritize public safety, and implement best practices to deliver a well-managed, high-quality Fan Zone experience for the community.

Professional Services Agreement with California Beer Festival

California Beer Festival (CBF) has over 17 years of operational knowledge with extensive statewide festival production experience, positioning the firm as a successful partner in producing a FIFA World Cup Fan Zone for the City of Burbank. CBF has worked with City staff to produce the Downtown Burbank Winter Wine Walk event for eight consecutive years, demonstrating proven capability in managing street closures, alcohol compliance, vendor coordination, crowd flow, public safety, and coordination with City departments. In addition to its local experience, CBF produces large-scale public festivals throughout California, with expertise managing high-attendance events, complex technical production, multi-day logistics, and full financial administration. This combination of local and large-scale event experience makes CBF an ideal candidate to work with the City to deliver a safe, well-coordinated, and high-quality Fan Zone event.

The cost for CBF to manage and produce the FIFA Fan Zone event July 18th and 19th in Downtown Burbank is $175,000. CBF will also collect 20% gross revenue from all revenue directly secured by CBF including sponsorships, ticket sales, food and beverage revenue, merchandise revenue and creative partnerships. The City will receive the remaining 80% of gross revenue.

ENVIRONMENTAL REVIEW

This 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 review pursuant to § 15378 of Title 14 of the California Code of Regulations (CEQA Guidelines).

FISCAL IMPACT

Staff is requesting City Council authority to amend the Fiscal Year (FY) 2025-26 Adopted Budget by appropriating $175,000.00 from the unassigned fund balance account number 001.ND000.30010.0000.000000.00000 (General Fund, Non-Departmental, Unassigned Fund Balance) to expenditure account number 001.CD23B.62615.1004.25317 (General Fund, Economic Development, Marketing and Advertising, FIFA Fan Zone Event) for CBF event services.

The Official Fan Zone will require additional, future City expenditures related to event production, public safety, infrastructure, staffing, insurance, and other operational costs estimated between $600K to $900K. While these costs represent an upfront investment, it is anticipated that a portion will be recouped through revenue generated offset through ticket sales, VIP viewing experiences, and sponsorships opportunities. These offsets, combined with the long-term economic and promotional benefits of hosting an internationally recognized event, position this investment as a strategic opportunity for the City. These funds represent a one-time allocation and will not impact the City's ongoing or recurring budget commitments.

The City has a commitment from County Supervisor Barger's office and Metro to secure funding to help support the Fan Zone. Staff are also exploring additional opportunities for grant funding from Metro and the Los Angeles Sports Entertainment Commission. Staff will request additional funding for the event from Council during the mid-year appropriations in March 2026. As previously noted, the event is expected to generate increased General Fund revenues through sales, transient occupancy tax, and transient parking tax revenues.

CONCLUSION

The FIFA World Cup is the most watched sporting event in the world, drawing billions of viewers and generating substantial regional economic activity. Participation as an Official Fan Zone provides the City with a unique opportunity to be associated with this event, elevating the City's international profile while driving local economic activity. Official Fan Zones attract visitors locally, domestically and internationally who will dine, shop, and generate revenues, providing benefits to local restaurants, retailers, hotels, and small businesses. Staff anticipates that the designation will create a legacy that reinforces the City's identity as a world-class destination and builds momentum toward the LA28 Olympic and Paralympic Games.

International exposure generated through the Fan Zone will elevate Burbank's global profile, positioning the City to attract increased tourism and visitation in advance of and beyond LA28. These efforts are expected to deliver long-term economic benefits, such as growth in hotel occupancy, small business momentum due to increased demand (during and after the event), opportunities for businesses to broaden their customer base with new visitors coming to Burbank, and the planning and execution of the Fan Zone will serve as a valuable test case for future large-scale viewing events and activation opportunities associated with the LA28 Olympic and Paralympic Games. As an Official Fan Zone, the City can leverage a once-in-a-generation global event for long-term economic and community benefit.

ATTACHMENT

Attachment 1 – Official Fan Zone Draft Agreement – FIFA World Cup 2026 (Los Angeles Host Committee)

Attachment 1
OFFICIAL FAN ZONE AGREEMENT
WORLD CUP 2026
LOS ANGELES

This **OFFICIAL FAN ZONE AGREEMENT** (the "***Agreement***") is entered into effective as of February 3, 2026 (the "***Effective Date***"), by LOS ANGELES WORLD CUP 2026 HOST COMMITTEE, LLC a California limited liability company ("***LAWCHC***"), and OFFICIAL FAN ZONE SITE PARTY (CITY OF BURBANK) (the "***Site Party***").

RECITALS

WHEREAS, LAWCHC is the official World Cup Host Committee with full authority and responsibility to carry out the eight (8) matches in Los Angeles at SoFi Stadium and the curation of official fan engagement activities hosted by external regional stakeholders for a certain period of time surrounding the tournament;

WHEREAS, LAWCHC is authorized by FIFA to arrange for an Official Fan Zone related to the World Cup Matches in Los Angeles;

WHEREAS, LAWCHC is entered into a certain agreement with the Los Angeles Sports & Entertainment Commission ("***LASEC***") to help carry out certain host committee responsibilities;

WHEREAS, the Site Party understands and agrees that this Agreement is further subject to the requirements of FIFA, which are amended from time to time by FIFA;

WHEREAS, the Site Party has submitted a certain bid ("Bid"), in response to a certain Request for Proposal ("RFP"), to serve as the host organization for one of the Official Fan Zone (the "***Official Fan Zone***"), and such bid submission has been considered by LAWCHC;

WHEREAS, the Official Fan Zone covered by this Agreement shall be held at seven locations in Downtown Burbank identified as the following: Location #1 the VIP Terrace of the Burbank Town Center Mall, Location #2 the Watch Party area on Magnolia Blvd. between Third Street and N San Fernando Blvd, Location #3 the Passport Lounge on Magnolia Blvd from N San Fernando and a quarter of the block down to First Street, Location #4 the Passport Lounge on Palm Ave. between N San Fernando and mid-block to Third Street, Location #5 the Passport Lounge on Orange Grove Avenue between N San Fernando and mid-block to Third Street, Location #6 the Passport Lounge on Orange Grove Avenue between N San Fernando and quarter block to First Street, and Location #7 the Watch Party area on Olive Ave from N San Fernando to Third Street as set forth in map as Attachment 1_____ (the "Site"); and

WHEREAS, LAWCHC and the Site Party desire to enter this Agreement to further set forth their respective rights and responsibilities in connection with the Official Fan Zone.

AGREEMENT

1. OFFICIAL FAN ZONE RESPONSIBILITIES

1.1. Designation. Upon the Effective Date, LAWCHC hereby recognizes the Site Party as one of the host sites for an Official Fan Zone, subject to the terms and conditions of this Agreement and

pursuant to the terms and conditions of the RFP, which RFP terms and conditions are incorporated in this Agreement as if they are set forth herein in their entirety. The terms and conditions of the RFP and the Bid are incorporated into this Agreement as if set forth in full herein except to the extent that the Official Fan Zone will include only the seven locations described above and set forth in the map as Attachment 1 To the extent that any inconsistency exists between the terms and conditions of the RFP and/or Bid and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

1.2. Acceptance of Rights and Obligations. The Site Party hereby accepts all of its responsibilities with respect to and covenants and agrees to undertake all of its obligations for the Official Fan Zone, as contemplated by this Agreement, the RFP and the Bid. The Site Party further covenants and agrees that it shall work closely with LAWCHC in connection with the organization and staging of the Official Fan Zone, but ultimately the Site Party agrees that it shall have the sole liability and responsibility for the Official Fan Zone and LAWCHC shall have no liability for such Official Fan Zone, other than as expressly set forth in this Agreement.

1.3. The Site Party shall act as the local organizer of the Official Fan Zone and will be responsible for the planning, preparation and delivery of all operational and security elements of the Official Fan Zone, the overall Site operations, and the corresponding financing of these, pursuant to the RFP, the Bid and this Agreement. Site Party agrees and understands that LAWCHC will not be providing dedicated safety and security resources for the Official Fan Zone. Site Party is solely responsible for safety and security, including, without limitation, developing and implementing its own safety and security plan in coordination with local law enforcement and public safety agencies having appropriate jurisdiction.

1.4. During the term of this Agreement, as the relevant details are known and defined for a specific subject matter, LAWCHC will endeavor to summarize all such information and details as LAWCHC deems necessary and appropriate and will share such information with the Site Party.

1.5. LAWCHC will provide the Site Party with a public viewing license on terms and conditions acceptable to LAWCHC for those dates that are designated for viewing at the Official Fan Zone, which license shall be obtained on or prior to February 15, 2026, which shall be provided at the sole cost and expense of LAWCHC. The public viewing license shall cover all matches taking place on the days of the Official Fan Zone activation listed in 1.6.2. In the event that a public viewing license is not obtained by February 15, 2026, absent written agreement of the parties to the contrary, this Agreement shall terminate.

1.6. Bid Specifications and Responses Binding.

1.6.1. The parties acknowledge and agree that by submitting the Bid and executing this Agreement, the Site Party covenants and agrees, at its sole cost and expense , to (a) comply with all of the terms of this Agreement, the RFP and the Bid in all material respects, (b) ensure that the venue offered in the Bid is available for use on the terms set forth in the Bid, with the limitations to the seven sites described above and more clearly reflected in Attachment 1 (c) otherwise perform all obligations of, and promises made by, the Site Party as and to the extent set forth in the Bid, (d) provide the additional promises and considerations set forth in any enhancements to the Bid submitted by the Site Party, and (e) ensure that any governmental entities or other third parties executing agreements, guarantees, commitments or undertakings pursuant to the Bid (including, without limitation, police and fire

departments and other governmental entities) (the "***Third Party Agreements***") fully honor and perform all of such agreements, guarantees, commitments or undertakings. The Site Party acknowledges and agrees that, in the event that it: (i) fails to comply in any material respect with any of the terms of this Agreement, the RFP and the Bid, (ii) fails to ensure that the venue offered in the Bid with the limitations more clearly reflected in Attachment 1 is available for use as set forth herein, or (iii) any Third Party Agreements are not fully performed, without limiting any and all relief or remedies which the LAWCHC has at law or in equity, the Site Party shall be fully and financially responsible for making ensuring that the LAWCHC receives the full benefit of the terms and obligations of this Agreement, the Bid and the RFP and any Third Party Agreement as if fully performed. The Site Party shall use commercially reasonable efforts to ensure that all Third Party Agreements are wholly consistent with this Agreement, but at the same time, third parties do not need to be a party to this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the parties recognize that flexibility on non-material matters will exist in specifications and implementation so long as at all times compliance with this Agreement occurs.

1.6.2. Without limitation of any other provision of this Agreement, the Site Party covenants and agrees that, pursuant to the Bid, it has agreed, and is obligated, to secure the use of the following venue for its Official Fan Zone (the "***Key Venue***"):

Site	Official Event	Production Company	Dates
Seven locations in Downtown Burbank reflected in Attachment 1 and identified as the following: Location #1 the VIP Terrace of the Burbank Town Center Mall Location #2 the Watch Party Area on Magnolia Blvd. between Third Street and N San Fernando Blvd Location #3 the Passport Lounge on Magnolia Blvd from N San Fernando and a quarter of the block down to First Street Location #4 the Passport Lounge on Palm Ave. between N San Fernando and mid-block to Third Street Location #5 the Passport Lounge on Orange Grove Avenue between N San Fernando and mid-block to Third Street Location #6 the Passport Lounge on Orange Grove Avenue between N San Fernando and quarter block to First Street, and Location #7 the Watch Party area on Olive Ave from N San Fernando to Third Street	Los Angeles World Cup 26 Fan Zone at Downtown Burbank	California Beer Festival, LLC	July 18-19, 2026

The Site Party and LAWCHC acknowledge and agree that LAWCHC would be materially damaged in the event that the Site Party does not secure the use of the Key Venue on the World Cup match dates in Los Angeles provided in the RFP and the Bid.

1.6.3. The Site Party shall appoint an Official Fan Zone project lead and accredited production

company as the Site representative and main point of contact responsible for the delivery of the Official Fan Zone and the day-to-day operations. The Site Party shall provide LAWCHC the project lead and her or his contact information immediately upon request by LAWCHC.

1.6.4. The Site Party shall ensure that the Official Fan Zone should be open to the general public from a minimum of one and a half hours prior to the kick-off of the first Match broadcast on each Match Day until at least one hour after the last Match broadcast on that day, for every day the Site is open. Official FIFA World Cup 26 ceremonies held before or after a Match shall be broadcast at the Official Fan Zone. The opening/closing times shall be adjusted accordingly. The final operating hours shall be determined on an individual basis in consultation with LAWCHC. Existing businesses located at or around the Site may be encouraged, but shall not be required, to alter their ordinary operating hours to coincide with or accommodate Official Fan Zone operations.

1.7. Guidelines and Directives; Ethical Conduct. The Site Party shall perform its obligations with respect to the Official Fan Zone, and shall otherwise conduct its own business operations, in compliance with all commercially reasonable guidelines, standards, policies and directives issued by the LAWCHC and/or FIFA from time to time and provided in advance to the Site Party for its review and implementation, and shall otherwise conduct its activities in compliance with all applicable laws, rules and regulations and in such a way as to promote the goodwill associated with the Official Fan Zone as approved by LAWCHC. The Site Party and its officers, directors, employees and representatives shall not at any time disparage or bring into disrepute the good name, reputation or image of the Official Fan Zone, FIFA or LAWCHC. The Site Party will have policies and procedures in place to ensure that all employees, officers, directors and other representatives of the Site Party conduct themselves and the Site Party's business operations with integrity and to maintain a high standard of personal and professional conduct with respect to their business dealings and other relationships in connection with the Official Fan Zone. The Site Party shall provide such policies and procedures to LAWCHC promptly upon request. The Site Party, and each of its employees, officers, directors and other representatives, shall avoid activities which, in the reasonable determination of the LAWCHC: (a) involve, or might reasonably appear to involve, unethical conduct or a conflict of interest; (b) might cause embarrassment to LAWCHC or FIFA; (c) might compromise the integrity and quality of decision-making necessary to LAWCHC's effective governance; or (d) might jeopardize LAWCHC's or FIFA's reputation and support. In the event any employees, officers, directors or other representatives of the Site Party engage in any of the foregoing activities or otherwise violate this Section, the Site Party will promptly notify LAWCHC and shall cooperate with LAWCHC and shall take all appropriate actions to prevent the foregoing activities from continuing and/or remedy any violation of this Section, with due consideration of any specific actions requested by LAWCHC, subject to applicable laws, the Bid and the RFP. For guidance on guidelines, please refer to

https://digitalhub.fifa.com/m/79017a0bef51a587/original/FIFA-Sustainable-Sourcing-Code-EN_Sept-2021.pdf

1.8. Modifications to the Bid. The Site Party recognizes that LAWCHC or FIFA reserves the right to reasonably modify or supplement the requirements of this Agreement from time to time and the Site Party covenants and agrees to adapt to such amendments or supplements so that the Official Fan Zone will be presented in the best possible manner, so long as modifying or supplementing the specifications and requirements does not cause a materially adverse effect or a material cost increase on the Site Party. Should any modifications covered by this Section result in materially adverse effects on the financial or other obligations of the Site Party, it will

inform the LAWCHC, and the LAWCHC and the Site Party shall negotiate promptly and diligently in good faith an amendment to this Agreement to address such adverse effects in a mutually satisfactory manner. If the parties cannot reach a mutually satisfactory resolution after diligently and in good faith pursuing a resolution over at least a ten (10) business day period, then the Site Party shall have the right to terminate this Agreement at its own cost and expense by providing written notice to LAWCHC. Upon such termination, the Site Party shall be solely responsible for all actions, costs and expenses that are necessary and appropriate to terminate and cancel the Official Fan Zone, including, without limitation, the termination of all contractual and other relationships, the publication of the cancellation of the event, the refund any amounts paid to sponsors and attendees and the payment of any termination fees and penalties, among other things. Upon such termination, neither party shall have any further obligation to the other, other than the obligations of the Site Party that are intended under this Agreement to survive.

1.9. Milestones and Progress Reports. The Site Party shall work diligently at all times related to the Official Fan Zone and shall meet the timing and milestones as set out by LAWCHC and FIFA. At intervals starting in calendar year 2026, the Site Party shall submit to the LAWCHC written progress reports and financial reports describing the status of the Site Party's plans relating to the Official Fan Zone and any related event. LAWCHC reserves the right from time to time to request additional progress reports as deemed necessary or appropriate.

The Site Party shall meet the following milestones, which milestones may be reasonably adjusted by LAWCHC from time to time. LAWCHC will provide more information about deliverables and other requirements to be met by each of the following milestones:

- Stage 1: Official Fan Zone Concept OUTLINE – January 30, 2026
- Stage 2: Official Fan Zone Concept DETAILED – February 27, 2026
- Stage 3: Official Fan Zone Concept FINAL – April 24, 2026
- Stage 4: Official Fan Zone Implementation plans and documents – May 15, 2026

LAWCHC will regularly organize Site Workshops specifically for the Official Fan Zone. The purpose of these workshops is to provide the Site Party project team with general information and updates about the project, to present and discuss subject-related questions, to jointly discuss planning aspects and answer any questions from the Site.

1.10. The Site Party shall be financially responsible for all costs related to the planning, production and hosting of the Official Fan Zone including, without limitation:

- **Site Fee/Rental**
- **Display Screen and Stage**: Provide a designated area with a display screen and full audio setup as detailed below:

  -The Site Party shall provide high-resolution screens from world-class manufacturers to provide all visitors with an outstanding viewing experience. It is important to note that the quality of a screen cannot be validated by figures only. For instance, a small pixel pitch is not necessarily a proof of superior quality screen. Brightness data is not conclusive if a screen is not properly maintained or calibrated.

  -A screen is considered to be of good quality if it has a bright picture

(even in direct sunlight), high contrast, natural colors, a great viewing angle and no patchiness. No written screen specifications alone provide sufficient proof that a screen has appropriate picture quality.

-The latest technical developments have proved that black-face SMD screens provide by far better contrast in comparison to white-face SMD screens. Hence, the black-face SMD screens with better contrast and significantly advanced performance in direct sunshine will provide a better viewing experience for the visitors relative to white-face SMD screens. As a result, the Site shall use black-face SMD screens wherever possible. White-face SMD screens may only be used in areas where the screen is not exposed to the sunlight.

-Due to the importance of excellent screen quality, LAWCHC reserves the right to approve the proposed screens with a live screen test, conducted together with the Site. This live screen test shall take place four to six months before the start of the Official Fan Zone.

-If the screen does not meet the necessary quality standards in the live screen test, LAWCHC has the right to reject the screen proposed by the Site Party. In the event of a rejection, the Site Party shall propose alternative screens, followed by another live screen test. The costs for all live screen tests shall be covered by the Site Party.

-The sound equipment used at the Official Fan Zone shall serve two purposes: live broadcasts of Matches and on-stage entertainment such as music concerts. Excellent sound quality is vital for the event and football-viewing experience and shall be a powerful and widely recognized system among world-class artists. The sound system shall be integrated into the emergency security concept and shall be at least partially connected to an uninterrupted power supply and must be able to provide a sufficient level of volume to guide people.

-Sample specifications for the screen, size and quantity will be made available by LAWCHC upon request. The number of screens is determined at the discretion of the Site Party. The location of the screen or screens must be set away from any visible storefronts or third party branding.

- Sample specifications for the sound equipment will be made available by LAWCHC upon request.

- **Permits**: The Site Party is solely responsible for securing all necessary public permits and ensuring that event operations comply with local ordinances, rules, laws, regulations, and codes as well as obtaining all permits, licenses, rights, clearances, toward the implementation of the Official Fan Zone in full accordance with all local and national laws and regulations.
- **Insurance**: The Site Party shall maintain adequate insurance in relation to the Event as provided in this Agreement.

- **Public Services:** The Site Party shall obtain full support (and pay all costs) for public safety, highway patrol, security, fire, EMT, and Department of Transportation, in each case if and as necessary, for safety and smooth operations. The Site Party is solely responsible for event safety and security including safe ingress, circulation and egress of all individuals attending the event, crime management processes within the event, secure perimeter, access control, evacuation plans, hostile vehicle and hostile drone mitigation strategies as appropriate, and medical and emergency response relating to individual care, and an all-hazards emergency response, including aspects of command, control, communications and coordination, evacuation, mass evacuation and shelter-in-place strategies.
- **Ambush Marketing Officer/Support**: The Site Party shall undertake commercially reasonable efforts to prevent unauthorized marketing that conflicts with FIFA and LAWCHC donors and supporters. The Clean Zone shall be within the footprint of the Official Fan Zone. Site Party shall undertake commercially reasonable efforts to ensure that no counterfeit merchandise sales occur at the Official Fan Zone which may negatively affect the intellectual property rights of LAWCHC or FIFA.

- **Event Infrastructure needs to include**:
    - Clean, accessible restroom facilities
    - Regular cleaning and waste management, implementing a green/recycling plan to minimize the impact of the Official Fan Zone on the environment
    - Multiple water refill stations
    - Onsite medical staff and first aid stations
    - Diverse food options for various dietary needs
    - Adequate lighting for all areas, especially during evenings
    - Seating and shaded areas
    - Clear signage for navigation and information (including FIFA and Host City partner names / logos where necessary)
    - Event Activation space provided free of charge for Host City Supporters and FIFA Commercial Affiliates (option for them to participate)
    - Accessible to people with disabilities, including ramps and pathways
    - Parking
    - Metro accessibility
- **Post Event Cleanup: C**leaning the venue and surrounding area after the event
- **Décor and Branding on Site.** The implementation of all onsite branding elements including entrance and exit gates, stage, fences, etc. is the sole responsibility of the Site Party and shall be in accordance with the overall Brand Manual (to be provided once awarded).The Brand Manual shall provide clear guidance for the application of relevant logos at the Official Fan Zone, such as the Official Emblem, Official Fan Zone logos, Host City logos, Official Fan Zone word mark and the use of such logos in conjunction with Host City Supporters. The Brand Manual will be provided by LAWCHC within a reasonable time following Bid award. The Brand Manual will also determine how commercial on-site branding shall be implemented and provide corresponding specifications. All branded décor items must only

include the logos from Commercial Partners and Host City Supporters. All other branded décor elements (fencing, towers, etc.) need to be event branded only with approved commercial partners required to be recognized on signage flanking the stage.

- **Responsibility for Costs:** All costs associated with the planning, permitting, and execution of the Official Fan Zone, including but not limited to security, public safety, staffing, and operations are the sole responsibility of the Site Party. The Site Party is solely responsible for providing "sufficient financial funding" for the Official Fan Zone and all aspects thereof and LAWCHC has no financial funding obligations whatsoever. The Site Party specifically understands and agrees that all anticipated FIFA World Cup 2026 State and Federal funding is allocated for and shall be fully exhausted in connection with the extensive safety and security program projected for the official host committee commitments and as such, no such funding shall be available to the Site Party or the Official Fan Zone.

The Site Party may not seek reimbursement from LAWCHC, FIFA, LASEC or any grant funds awarded to LAWCHC, FIFA, LASEC, or its or their subrecipients. Any commitments of resources from local or state agencies must be arranged and funded directly by the Site Party. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, the Site Party agrees and understands that LAWCHC has no financial responsibility for any aspect of the Official Fan Zone and further that the Site Party has no right or entitlement to any public (whether federal, state or local) or private funds that have been provided or may be made available to LAWCHC, LASEC, FIFA or any other entity involved in the World Cup.

2. SOCIAL MEDIA

2.1. Site Party Website. The Site Party agrees that it shall not establish its own website dedicated solely to promoting the Official Fan Zone. The Site Party agrees to work with LAWCHC to be featured on LAWCHC website promoting the Official Fan Zone as LAWCHC may reasonably determine. The Site Party may additionally establish a landing page to its own existing website promoting the Official Fan Zone in a manner consistent with LAWCHC standards and so long as the landing page does not violate any intellectual property or other rights held by FIFA, LAWCHC or any other third party. The Site Party will be solely responsible for the development of a ticketing plan for the selling of tickets to the Official Fan Zone, which plan must be approved by LAWCHC.

2.2. Site Party Social Media Accounts. The Site Party may not establish a new social media account for itself on any platform dedicated solely to promoting the Official Fan Zone. The Site Party may, however, employ existing social media accounts on any platform to amplify and promote LAWCHC posts about the Official Fan Zone and otherwise as provided by LAWCHC.

3. VENDORS

3.1. Vendor Selection. The Site Party shall use commercially reasonable efforts to select vendors from local businesses whenever possible and shall use commercially reasonable efforts to ensure that the production of the Official Fan Zone infrastructure and decor meets all standards that LAWCHC expects and desires to ensure the quality of the event commensurate with a World Cup Match worldwide production.

4. TELECAST AND RELATED RIGHTS

4.1. LAWCHC's Responsibility and Rights. LAWCHC shall use commercially reasonable efforts to secure the official broadcast license for live streaming of the Matches, all at the cost of LAWCHC, as otherwise described in this Agreement, on or prior to February 15, 2026. In the event that LAWCHC is unable for any reason whatsoever to be able to obtain the official broadcast license on or prior to February 15, 2026, after exerting its best efforts without litigation or extraordinary cost, then this Agreement shall be terminated and neither party shall have any further obligation to the other than as expressly set forth in this Agreement. The Site Party agrees that it shall have no ownership or other rights relating to the telecasts and recordings of the World Cup matches, including without limitation, (a) all copyrights, original term copyrights, renewal copyrights, extension term copyrights, copyrights in derivative works, moral rights and applications for copyright registration, (b) all copyright certificates and other copyright documents or files, regardless of medium of storage, and (c) all rights relating thereto under the copyright laws of every country and jurisdiction throughout the world, including, without limitation, rights of publication.

4.2. Requirements. At all times, the Site Party shall handle the live streaming of the matches at the Official Fan Zone as set forth in this Agreement, the RFP, the Bid, in accordance with FIFA Requirements and subject at all times to the broadcasting rights of the Fox or Telemundo networks as well as applicable law.

4.3. Work Made for Hire. To the extent the Site Party or any party which contracts with or provides services to the Site Party provides production services or work of similar import, if any, in connection with the Official Fan Zone using protected branded material of LAWCHC or FIFA, such services and all creative works and other materials resulting therefrom will be the property of LAWCHC or FIFA and all title and interest therein will vest in LAWCHC or FIFA, and shall not be owned by the Site Party. All such work will be deemed to be "work made for hire" and made in the course of services rendered. To the extent that title to any such work may not by operation of law vest in LAWCHC or FIFA or such work may not be considered "work made for hire", all right, title and interest therein is hereby irrevocably assigned to LAWCHC or FIFA. A "work made for hire" is a work where the commissioning party is considered the legal author, not the individual who actually created the work. In each and every other transaction the Site Party enters relating to the provision of production services in connection with the Official Fan Zone, the Site Party agrees to incorporate a clause in the form of this Section.

LAWCHC has the sole and exclusive right to exploit any and all Media Rights, Marketing Rights Intellectual Property Rights and all other commercial and other rights and opportunities in relation to the Official Fan Zone. Subject to the terms and conditions of this Agreement and FIFA Requirements, LAWCWC grants to Site Party, and Site Party accepts, an irrevocable and royalty-free license to use, reproduce and display in any media and existing platforms, the "work made for hire" to promote and document only in the most positive light its involvement with the Official Fan Zone; provided, however, to the extent issues or concerns are raised by FIFA related to such promotion, LAWCHC shall notify Site Party and Site Party shall immediately cease and discontinue such promotion and documentation.

5. TICKETING MATTERS

5.1. Ticket Sales and Distribution; Credentials. The Site Party agrees that it shall work closely (including consulting and collaborating) with LAWCHC on ticketing platforms, ticket prices and ticket sale dates of availability. This Section 5.1 and Section 5.2 shall not limit any

exceptions or rights with respect to tickets and/or suites that are expressly set forth in the Bid. All revenue from the ticket sales shall belong to the Site Party. In connection therewith, Site Party may develop premium inventory and experience and may determine, in its discretion, pricing therefor. It is recommended, but not required by LAWCHC that general admission tickets are free to the public; provided, however, if Site Party charges for tickets, it is only acceptable to the extent such ticket proceeds are used by Site Party to defray costs of production and not to generate revenue above event costs.

5.2. No Other Commitments. Other than as may be provided in the Bid, LAWCHC has not made any commitments or promises of any kind to the Site Party, or to any individuals who are members of, or affiliated with, the Site Party, with respect to tickets to the Official Fan Zone. The Site Party represents and warrants that it has made no commitments or promises of any kind to any individual or entity relating to tickets to the Official Fan Zone.

5.3. Other Ticketing Guidelines/Requirements. All attendees (including, without limitation, attendees of the general public that have free tickets) must have a ticket for entry. The Site Party may offer Premium Tickets for sale with premium or priority services for a defined capacity and in a specific area of the Official Fan Zone ("Premium Ticketing or Premium Tickets"). Premium Tickets may grant Ticketholders access to premium or priority services. The Site Party shall develop and submit to LAWCHC for its prior written approval, by no later than March 31, 2026, a comprehensive and detailed Premium Ticketing Concept ("Ticketing Concept") setting out all matters relating to the implementation and operation of the Premium Ticketing operation. Premium Tickets may not be used for promotional or other commercial purposes, other than by Host City Stakeholders, FIFA, Commercial Partners or other third parties approved by LAWCHC. The ticket design and layout shall be free from any commercial branding, unless approved in writing by LAWCHC. The Site Party shall comply, and shall use commercially reasonable efforts to ensure that any Ticketing Provider complies, with all applicable laws relating to the protection of personal data collected, processed and/or transferred by the Site Party or the Ticketing Provider. The Site Party shall inform LAWCHC as to the ticket provider that Site Party selects. The Ticket Provider must be a reputable ticketing service company that is mutually acceptable to Site Party and LAWCHC such as Ticketmaster, Eventbrite, Seat Geek, Vivid, or Stub Hub. To promote the Official Fan Zone and sell Premium Tickets, the Site Party may sublicense to the approved Ticketing Provider the use of the Licensed IP (as defined below), subject to the following framework, which must be followed and enforced by the Site Party:

- The use of the Licensed IP by a Ticketing Provider is strictly limited to the use in promotional and editorial materials with a functional, editorial and visual integration for the sole purpose of promoting the Official Fan Zone and selling Premium Tickets. The Ticketing Provider must submit to LAWCHC a promotional concept outlining the manner of promotion of Premium Tickets and the use of any Licensed IP, as well as any designs for LAWCHC's prior written approval;

- Each and every use of Licensed IP by a Ticketing Provider is subject to LAWCHC prior written approval. A Ticketing Provider must not alter, adapt or create any derivation of any of the Licensed IP and shall use the Licensed IP strictly in accordance with LAWCHC instructions and guidelines.

- Any Ticketing Provider shall cooperate with and assist LAWCHC in any defense of any action, proceeding or claim related to the use of the Licensed IP by the Ticketing Provider

- Any Ticketing Provider shall refrain from the development or registration of any name, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, the competition, the Official Fan Zone or any other FIFA competition, including the words "World Cup", "Mundial", "FIFA", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo" (or any other term used in any language to identify the competition or any other FIFA event), or any similar indicia or derivation of such terms, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designations or dates in any language.

- The Ticketing Provider shall not create any direct or indirect association with FIFA, any Licensed IP, with the Official Fan Zone or the competition or the use of any exclusive language. The aim is to sell Premium Tickets and not to confuse the role of the Ticketing Provider with being a partner of FIFA, the FIFA World Cup 26, the Official Fan Zone or any competitions organized by FIFA.

- The Ticketing Provider shall not engage in any communications, such as press releases or the like, which creates, in LAWCHC opinion, any direct or indirect association between the Ticketing Provider and FIFA, any Official Fan Zone or the competition.

- Ticket promotions by the Site with online and offline referrals to the Ticketing pages of the Ticketing Provider should only use the functional mentioning of the Ticketing Provider with a standard phrase and no logo presence (e.g. online: "Get your Tickets here" or offline: "Visit Ticketingprovider.com to get your Premium Tickets").

5.4. Ticket Allocation. LAWCHC shall be entitled to request and receive a reasonable number of complimentary premium ticket packages which are to be allocated and made available as constituent packages, but in no event more than twenty (20) premium tickets per day.

6. COMMERCIAL EXPLOITATION

6.1. LAWCHC's Rights. The Site Party agrees that it has no ownership or commercial rights to the Official Fan Zone, including, without limitation, all rights to create and/or designate official posters, programs, merchandise and computer sites and databases, on tickets, in telecasts or recordings, and all rights to further exploit the Official Fan Zone in any and all media and in any and all forms, whether now known or hereafter developed. Notwithstanding anything to the contrary set forth in this Agreement, the Site Party may sell sponsorships to strategic partners of Site Party that do not conflict with LAWCHC or FIFA sponsorships and otherwise to parties approved by LAWCHC.

Marketing and Media. The Site Party shall develop a marketing plan, which marketing plan shall be subject to the prior written approval of LAWCHC. LAWCHC agrees to promote the Site Party and the Official Fan Zone across all LAWCHC channels or platforms as LAWCHC may reasonably determine. Although FIFA and LAWCHC will draw up their own communication plans, the parties shall work together to achieve a unified communication for the Official Fan Zone. LAWCHC will provide guidelines to the Site Party based on FIFA's overall brand and communication strategy for the Official Fan Zone. Such guidelines may also include marketing materials to support the Site Party. The promotion or announcement of political or religious messages or any other political or religious activity of any kind, and the violation of religious neutrality inside or in the immediate vicinity of the Official Fan Zone, is strictly prohibited. For all communications, the correct and complete event term shall be used:

- Official World Cup Fan Zone at ___ Downtown Burbank_____.
- The event term shall not be abbreviated in any way or used in separate spellings.
- Please note that the English term—Official World Cup Fan Zone at Downtown Burbank_____- also may be used in Spanish and French. (if applicable)
- The event term shall not be altered in any way or use terms like "Watch Party" or similar in context with the Official World Cup Fan Zone.
- The Official Fan Zone will be referenced as "Official World Cup Fan Zone at Downtown Burbank" in digital and printed marketing materials. The producer of the materials may be credited in editorial references including in platforms such as press releases or social media copy, among other things.

6.2. LAWCHC Sponsorship Agreements. LAWCHC shall have the right to negotiate all sponsorships at all levels including, without limitation, worldwide, nationwide, and local sponsorships as well the worldwide, nationwide and/or local licenses for the commercial exploitation rights to the Official Fan Zone. The Site Party acknowledges that it does not have any right to appoint local sponsors of the Official Fan Zone without first obtaining the written consent of LAWCHC, which consent may be withheld in LAWCHC's sole and absolute discretion. The Site Party will cooperate with all entities (including, without limitation, FIFA Commercial Affiliates, Foundational Partners and Host City Supporters) which are appointed by LAWCHC, and will recognize the superior rights granted to them by LAWCHC. LAWCHC agrees to share the Official Fan Zone offering with FIFA Commercial Affiliates and Official Host City Supporters and Foundational Partners and encourage their participation / engagement. The target date for sharing such information is the end of Q1, 2026. The Site Party agrees that any LAWCHC Partner (which may include FIFA Commercial Affiliates, Official Host City Supporters and Foundational Partners) that desires to be involved must be provided with space to activate, at no cost, at all Official Fan Zones. The Site Party agrees that as donors and supporters of LAWCHC and FIFA desire to activate at the Official Fan Zone, the Site Party shall cooperate in all respects with the understanding that any costs of activation shall be at the sole expense of such donor or sponsor. Notwithstanding anything to the contrary set forth in this Section, LAWCHC recognizes that Site Party must sell sponsorships to support the Official Fan Zone and defray certain costs and expenses. LAWCHC shall work with the Site Party to allow for such sponsorships so long as only FIFA commercial affiliate branding is allowed to be present on or around the Official Fan Zone stage or stages and LAWCHC and the Site Party will otherwise work together to establish a footprint for sponsor activation that works for all parties.

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6.3. Commercial Identification Prohibition. The Site Party shall not, at any time, offer, sell, grant, give away, confer or otherwise provide to any person or entity, whether orally or in writing, any commercial rights relating to Official Fan Zone, other than as expressly set forth in this Agreement.

6.4 Creative Work of Site Party. Site Party shall have ownership of its own creative work unless it utilizes FIFA or LAWCHC logos, trademarked or copyrighted materials in its creative work or art.

7. INTELLECTUAL PROPERTY MATTERS

7.1. Authorized Use. The Site Party is authorized to use the Official Fan Zone branding in décor and marketing. LAWCHC shall provide a tool kit of creative files that includes the official LAWCHC branding and marks. The Site Party will be responsible for all other matters, including, without limitation, determining the layout of décor, as well as printing, installing, and removing / upcycling décor utilized; provided, however, the Site Party must follow any specifically designated stage branding. The Site Party understands and agrees that the stage must at all time be free of all local sponsor logos and competing brands and must conform at all times with the branding manual provided by LAWCHC. The Site Party recognizes the value of the goodwill associated with LAWCHC marks and acknowledges that such goodwill belongs to LAWCHC and that LAWCHC marks have secondary meaning in the minds of the public. The Site Party will not, directly or indirectly, during the term or thereafter, attack or undertake any actions which may negatively affect the intellectual property rights of LAWCHC or FIFA, or attack the validity of this Section 7.

7.2. Prohibited Names and Marks. Except as expressly authorized by this Agreement, the Site Party shall not use and, to the extent within its control, shall prevent its affiliates and third parties from using, as a corporate or other legal name, trademark, trade name or service mark, (a) the words or marks "Official Fan Zone" or any derivation or equivalent thereof, or (b) LAWCHC Marks, or in any other way make use of such or other words, figures or marks in an effort to attach or suggest a commercial identification with the Official Fan Zone.

7.3. Intentionally Omitted.

7.4. Intentionally Omitted.

7.5. Ambush Marketing; Clean Zones. The Clean Zone area is confined to the boundary lines around the Official Fan Zone, where commercial restrictions should apply during the Official Fan Zone. The Site Party shall (a) use commercially reasonable efforts (without the requirement to file a lawsuit) to minimize (i.e., notifying and requesting the assistance of local law enforcement), and cooperate with LAWCHC to minimize, ambush marketing by third parties (i.e. parties that are not Host City Supporters or FIFA Commercial Affiliates) in and around the Official Fan Zone**.** The Site Party shall use commercially reasonable efforts to ensure that the Site and the surrounding area are free and clear of all branding and related advertising from any commercial entity, other than as approved in writing by LAWCHC. The limits of Clean Zone area should further be implemented by the Site Party, at Site Party's sole cost and expense, by means of a legal ordinance, regulation or decree. The Site Party shall work with local leaders and others having appropriate authority to understand how best to implement the Clean Zone. LAWCHC and the Site Party should aim to limit the impact on local businesses that are located within the Clean Zone area by applying a "business as usual" principle. This means that all existing businesses inside the Clean Zone area will be allowed to operate as normal (i.e. in their everyday business) during the Matches.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1. No Other Agreements or Undertakings. The Site Party covenants and agrees not to embark on any undertaking or entering into or become bound by any document or agreement that could conflict with the terms of this Agreement or otherwise materially impede the Site Party's ability to fulfill its obligations under this Agreement and the Bid.

8.2. Compliance with Laws; Performance of Agreements. The Site Party covenants and agrees to conduct its business operations and to perform its obligations under this Agreement and the Bid, in compliance with all applicable laws, rules and regulations, including, without limitation, anti-corruption and anti-bribery laws, rules and regulations and laws, rules and regulations relating to gifts to public officials. The Site Party covenants and agrees to perform all of its obligations under any agreements entered into by the Site Party, whether written or oral, in accordance with the terms thereof, including, without limitation, agreements with vendors, contractors, subcontractors, governmental entities and agencies.

8.3. Required Clauses. The Site Party shall enter into written agreements with contractors, subcontractors, and vendors on terms and conditions acceptable to LAWCHC and all such written agreements must comply with FIFA requirements, including, without limitation, meeting the sustainability and human rights requirements of FIFA (which can be found here: https://digitalhub.fifa.com/m/79017a0bef51a587/original/FIFA-Sustainable-Sourcing-Code-EN_Sept-2021.pdf).

8.4. Capitalization. The Site Party represents and warrants that at all times during the term it shall be adequately capitalized to perform its obligations and assume its liabilities under this Agreement.

8.5. Authority. The Site Party represents and warrants that: (a) it has the valid right to grant the licenses and authorizations set forth in this Agreement; (b) it has the right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms; and (c) that this Agreement when executed and delivered by it and the other parties hereto shall be a legal, valid and binding obligation enforceable against it in accordance with its terms.

9. INDEMNIFICATION. The Site Party shall indemnify, hold harmless and defend LAWCHC, FIFA, as well as any "FIFA Indemnified Party" defined as any affiliated party with FIFA, any entity hosting a FIFA sponsored event, and any host member association, together with their respective officers, directors, managers, employees, representatives and agents thereof ("FIFA Indemnified Parties"), and each of their respective subsidiaries, officers, directors, agents, representatives, employees, licensees and sponsors (collectively, the "Indemnitees") from and against any liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses") resulting from, arising out of or in connection with: (a) any material breach of this Agreement, the RFP, FIFA Requirements or the Bid by the Site Party; (b) any events conducted by the Site Party in connection with the Official Fan Zone; (c) any contests, sweepstakes or other promotions conducted by the Site Party in connection with the Official Fan Zone; (d) the conduct of the Site Party's business operations, including, without limitation, the hiring or firing of any employees or agents and the engagement of any volunteers, interns or other staff members, whether paid or unpaid; (e) the violation or alleged violation of any applicable laws, rules or regulations in connection with this Agreement; (f) the termination of this Agreement by the LAWCHC and/or the relocation of the Official Fan Zone due to a material breach by Site Party; (g) the use of the Site Party name and the Site Party logo in any lawful manner; and (h) the acts or omissions of any of the Site Party's employees, agents, officers, directors, representatives, volunteers, contractors, vendors, subcontractors or other persons or entities performing services for the Site Party; provided, however, that Site Party shall not be required to indemnify, hold harmless or defend the Indemnitees, including the FIFA Indemnified Parties, against any Losses to the extent that such Losses are caused by the negligence, recklessness, or willful misconduct of any Indemnitees, including but not limited to LAWCHC. LAWCHC, FIFA and the FIFA Indemnified Parties shall have the right to employ their own counsel and assume their own defense in connection with any action or proceeding to which the indemnification, hold harmless or defense obligations of this Section 9 would be applicable, and the reasonable fees and expenses of

such counsel and defense shall be borne by the Site Party and shall be paid when due; provided, however, that Site Party must provide advance written consent to the engagement of such counsel, which consent may not be unreasonably withheld. The Site Party shall use commercially reasonable efforts to ensure that the third parties with whom it contracts has indemnification provisions in favor of LAWCHC and FIFA that meet or exceed the requirements of this Agreement. This provision shall survive termination of this Agreement for a period of five (5) years.

10. INSURANCE. The Site Party shall carry and maintain at its own expense during the portion of the term as required herein, the insurance programs set forth in this Section 10 provided by insurers rated A.M. Best, A-VIII or better. No later than three months prior to the date of the Official Fan Zone, the Site Party shall deliver LAWCHC a certificate of insurance evidencing each program of insurance required under this Agreement. All such certificates of insurance shall be sent via registered or certified mail, or email with a confirmatory copy, by first class mail or a reputable overnight delivery service that provides evidence of delivery shall be addressed to LAWCHC.

10.1. The Site Party's insurance will be primary and LAWCHC's insurance, if any, will be non-contributory and excess. When providing the required limit of insurance using a combination of primary and umbrella and/or excess policies, the Site Party will confirm on the certificate of insurance that the umbrella and/or excess policies follow form to the primary insurance and will drop down in the event of exhaustion of the primary insurance. Site Party hereby waives any and all rights of recovery it, or any of its insurance carriers (which may require a waiver of subrogation endorsement) may hereafter have against LAWCHC' Parties for any injuries and or losses sustained by Site Party, or any damage done to Site Party its property or the property of others under Site Party's control. The Site Party shall provide the LAWCHC thirty (30) days prior written notice of any cancellation or modification of any of the insurance policies required hereunder.

10.2. Commercial general liability, including bodily injury, property damage, personal and advertising injury liability, contractual liability, liquor liability, and products/completed operations hazards, with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate, naming LAWCHC entities and their respective affiliates, licensees, subsidiaries, officers, directors, partners, employees, agents, representatives, successors and assigns as additional insureds along with such other persons and entities as may be further directed by LAWCHC, including FIFA; PLEASE NOTE THAT IF COMMERCIAL GENERAL LIABILITY INSURANCE WILL NOT EXTEND TO PROVIDE LIQUOR LIABILITY, A SEPARATE POLICY SHALL BE PURCHASED AND SCHEDULED TO UMBRELLA/EXCESS POLICY.

10.3. Commercial Automobile Liability insurance covering ownership, maintenance or use of all owned, non-owned, hired and leased vehicles with limits of not less than One Million Dollars ($1,000,000) combined single limit per occurrence covering bodily injury and property damage liability; naming LAWCHC entities and their respective affiliates, licensees, subsidiaries, officers, directors, partners, employees, agents, representatives, successors and assigns as additional insureds along with such other persons and entities as may be further directed by LAWCHC, including FIFA;

10.4. Media liability insurance, on an occurrence form, with limits of not less than Ten Million Dollars ($10,000,000) per occurrence and in the aggregate; naming LAWCHC entities and their respective affiliates, licensees, subsidiaries, officers, directors, partners, employees, agents, representatives, successors and assigns as additional insureds along with such other persons

and entities as may be further directed by LAWCHC, including FIFA.

10.5. Workers' Compensation Insurance as provided for under any workers' compensation or similar law in the jurisdiction where work is performed with statutory limits; and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) for bodily injury by accident or disease per accident covering all employees, performers and personnel (other than such persons as are employed by Customers and its respective affiliates).

10.6. Umbrella/Excess Liability Insurance with limits of not less than Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate, which follow form of the underlying policies for General Liability, Auto Liability and Employer's Liability; naming LAWCHC entities and their respective affiliates, licensees, subsidiaries, officers, directors, partners, employees, agents, representatives, successors and assigns as additional insureds along with such other persons and entities as may be further directed by LAWCHC, including FIFA.

11. SELF-INSURANCE

11.1. Notwithstanding any provision in this Agreement requiring the Vendor to maintain insurance, the Vendor may satisfy such requirements, in whole or in part, through a program of self-insurance or self-retention, provided that such program is maintained in accordance with applicable law and is, in the reasonable judgment of the LAWCHC, financially sound and adequate to cover the risks for which it is intended.

11.2. Upon request, the Vendor shall provide the LAWCHC with reasonable evidence of its ability to self-insure, which may include audited financial statements or a letter from the Vendor's chief financial officer. The Vendor's self-insurance shall be deemed to satisfy the insurance requirements of this Agreement to the extent of the coverages and limits maintained under such self-insurance program.

11.3. If required, the Vendor shall provide a certificate or letter of self-insurance signed by an authorized representative, confirming the existence and adequacy of the self-insurance program. The Vendor's self-insurance program shall respond to claims in the same manner as a commercial insurance policy would, and all obligations regarding notice of claims, defense, and indemnity shall apply equally to self-insured risks.

11.4. The Site Party shall use commercially reasonable efforts to ensure that all of the third parties with whom it contracts has insurance provisions in favor of LAWCHC and FIFA that meet or exceed the requirements of this Agreement and the FIFA Requirements.

11.5. All insurance coverages must be maintained at the same levels of coverage for a period of 1 year (1) year beyond the completion of services and contain language requiring insurer to provide those entities referenced above, with a thirty (30) day written notice of cancellation, non-renewal or material change of the policy. If Site Party fails to furnish any insurance certificates, LAWCHC are authorized to purchase the required insurance and charge actual premium costs to the Site Party and the same will apply in the event of failure by Site Party to notify same of cancellation, non-renewal or material change of the policy.

12. FORCE MAJEURE. The failure or inability of any party to comply with the terms and conditions of this Agreement because of any act of god, strike, labor dispute, war or acts of war, fire, riot, earthquake, epidemic, pandemic, act of terrorists or other public enemies, or for any similar reason

not reasonably within the control of such party (each, a "***Force Majeure Event***"), or the cancellation or postponement of the Official Fan Zone because of a Force Majeure Event, shall not be deemed a breach of this Agreement. If the Site Party should find itself, at any time, before or during the Official Fan Zone, in a state of civil disorder, in the midst of a public health crisis, or if there is damage to the Venue, or other situation or Force Majeure Event exists, LAWCHC, in its sole and absolute discretion shall be entitled to terminate this Agreement. Without limitation of the foregoing, LAWCHC shall have the right to modify the Official Fan Zone (including by having limited fans or no fans in attendance) and/or cancel, postpone or relocate/withdraw the Official Fan Zone as a result of a Force Majeure Event. Except in the event of a relocation or cancellation of the Official Fan Zone (i.e., in the case of postponement), the performance of the obligations of all parties under this Agreement shall not terminate but shall be suspended for the period during which such Force Majeure Event makes performance impossible or impracticable, or the Site Party will, if so instructed by the LAWCHC, adapt its work to a new situation to the extent reasonably feasible..

13. TERM AND TERMINATION

13.1. Term. This Agreement shall be effective as of the Effective Date and shall terminate on the August 31st following the Official Fan Zone (the "***Term***"), unless terminated sooner in accordance with the terms of this Agreement. The sections of this Agreement that are intended to survive termination or expiration of this Agreement shall terminate or expire as set expressly set forth therein.

13.2. Termination. LAWCHC shall have the right to terminate this Agreement and to withdraw the Official Fan Zone: (a) as specified in Section 12 above; (b) if the Site Party breaches any material term of this Agreement and such breach, if capable of a cure, is not cured within the notice periods described below; or (c) in the event of the relocation. LAWCHC will provide the Site Party with written notice and either (x) thirty (30) days to cure a breach of this Agreement if the breach occurs at a time which is six (6) months or more prior to the Official Fan Zone, or (y) ten (10) days to cure a breach of this Agreement if such breach occurs less than six (6) months prior to the Official Fan Zone. The right to terminate this Agreement shall be without prejudice to, or limitation of, any other rights or remedies available to LAWCHC at law or in equity.

14. MISCELLANEOUS

14.1. Notices. Notices, requests and other communications to be delivered hereunder shall be in writing and shall be deemed delivered: (a) on the day of delivery if personally delivered by hand; (b) three (3) days after deposit with a reputable overnight commercial delivery service maintaining records of delivery, postage prepaid; or (c) on the date of delivery if delivered by email transmission, and addressed as follows, unless changed by written notice:

If to the LAWCHC: [Insert address]

If to the Site Party: 275 E Olive Avenue
Burbank, CA 91502

Any notice of default under this Agreement that is delivered via email shall also be delivered by one of the methods set forth in subsections (a) or (b) above.

14.2. Assignment. This Agreement may not be transferred or assigned by the Site Party (whether voluntarily or by operation of law) without the prior written consent of the LAWCHC. LAWCHC shall have the right to assign this Agreement to related entities and affiliates without consent.

14.3. No Joint Venture Partnership or Agency. Neither this Agreement nor the course of dealing among the parties hereto shall create a joint venture, partnership, franchise, principal-agent or similar relationship with the Site Party. The Site Party shall not act or purport to act as an agent of LAWCHC and this Agreement shall not be deemed to grant the Site Party any authority or power to act on behalf of the LAWCHC. The Site Party shall not enter any agreements which are binding upon the LAWCHC unless separately executed by the LAWCHC. The Site Party shall not act in any manner which will expose the LAWCHC to liability, nor will the Site Party pledge or attempt to pledge the credit of the LAWCHC Entities. The Site Party understands, agrees and acknowledges that the Site Party is solely responsible for the payment of any taxes and/or assessments owing on revenues earned by the Site Party, or the performance of the services described herein or otherwise pursuant to this Agreement.

14.4. Severability. If any provision of this Agreement is determined to be illegal, invalid, unenforceable or void for any reason, such provision and the Agreement shall be deemed to be modified to the minimum extent necessary to make it legal, valid or enforceable and the remaining provisions of this Agreement will remain in full force and effect.

14.5. Entire Agreement. This Agreement, including the Bid and all Exhibits and documents referred to or incorporated herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements or understandings relating to the same subject matter.

14.6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

14.7. Dispute Resolution. LAWCHC and the Site Party shall use their best efforts to agree upon any matter which requires mutual consent pursuant to the terms of this Agreement and to resolve any conflict between them arising under or in connection with this Agreement. Any dispute that cannot be resolved among the parties relating in any way to this Agreement, or the performance thereof, shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association applying the Expedited Procedures of such rules. The arbitration shall be conducted in Los Angeles, California. All parties shall continue to perform all of their obligations under this Agreement pending the outcome of such arbitration. Each of the LAWCHC and the Site Party shall pay one half (½) of the fees and expenses of the arbitrators, unless directed otherwise by the award of the arbitrators. All parties waive all rights to assert claims for punitive damages but not consequential damages.

14.8. Waiver. The failure of the LAWCHC or the Site Party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by the LAWCHC or the Site Party of any covenant, agreement, term, provision, condition or election of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate officer on behalf of the LAWCHC and the Site Party.

14.9. Amendments. No amendment to this Agreement shall be deemed to have been made unless expressly agreed upon in writing signed by an authorized officer of each of the parties hereto.

14.10. Further Assurances. The Site Party agrees to execute and deliver, or cause to be executed and delivered, such instruments and documents as the LAWCHC may reasonably request or require to more effectively carry out the purpose and intent of this Agreement. The Site Party further agrees that FIFA may make adjustments and approaches from time to time, which may lead to adjustments and amendments to this Agreement, the Bid and/or the RFP and the Site Party shall comply with all such adjustments and amendments promulgated by FIFA from time to time.

14.11. Confidentiality. All provisions of this Agreement and any other confidential information of the parties shared with another party shall be kept strictly confidential by the parties and may not be disclosed without prior written consent of the non-disclosing parties, except that (i) each party may, in the normal course of business, disclose such matters to its employees, attorneys, agents, auditors or consultants, (ii) LAWCHC may, in the normal course of business, disclose such matters to LAWCHC, and (iii) the Site Party may disclose such matters to its members, venues in the Bid, and its and their respective employees, attorneys, agents, auditors or consultants who have a need to know the matters herein, provided that, in each case, the disclosing party instructs the receiving parties to maintain the confidentiality thereof. If served with a subpoena or other compulsory process calling for production of records or testimony relating to this Agreement, the Site Party shall promptly advise LAWCHC in writing of the demand. If LAWCHC decides, at its own expense, to oppose the demand for production, the Site Party agrees to cooperate with LAWCHC in that matter. This provision shall not prohibit or preclude the Site Party from making disclosures required by applicable law. This provision shall survive the termination of this Agreement for a period of five (5) years.

14.12. No Third Party Beneficiaries. It is expressly understood that there are no third party beneficiaries to this Agreement, other than LASEC, FIFA and the FIFA Indemnified Parties.

14.13. Headings. The headings used herein are merely for convenience and shall not affect the interpretation of any provision of this Agreement.

14.14. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same document. The exchange of copies of this Agreement and of signature pages by electronic mail transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Each party agrees that the electronic signatures of the parties, in any form or format, included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. For the purposes of this provision, 'electronic signature' means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign

such record, including e-mail signatures and processes developed by electronic signature services (e.g., DocuSign).

14.15. Approvals Generally. Except as expressly stated in this Agreement with respect to the LAWCHC's sole and absolute discretion, any time the consent or approval of the LAWCHC or the Site Party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Whenever this Agreement grants the LAWCHC or the Site Party the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, the LAWCHC or the Site Party shall act reasonably and in good faith.

14.16. Conflicting Terms. The parties agree that to the extent of any conflict between this Agreement and the Bid and/or RFP, this Agreement shall control and to the extent of any conflict between the Bid and the RFP, then the RFP shall control. LAWCHC has used good faith efforts to ensure that this Agreement complies with FIFA Requirements.

14.17. Additional Covenants. In connection with this Agreement, the Site Party agrees to use commercially reasonable efforts to ensure the following:

- each vendor signs a liability waiver which also names LAWCHC, LASEC, FIFA and FIFA Indemnified Parties as released parties, provided that such waiver is subject to LAWCHC's prior review and written approval and the ticket for each attendee provides for a liability waiver.

- grant LAWCHC staff and agents the right, but not the obligation, to enter Venue in order to record and photograph (still or moving) during your Official Fan Zone (the "Footage") which Footage may include, without limitation, exterior and interior images, and images or voice captures of your personnel. You acknowledge that LAWCHC will own all copyrights and other proprietary rights in and to the Footage, and hereby grant to LAWCHC and their assigns, on behalf of the Site Party and its personnel, the irrevocable, royalty-free, perpetual, worldwide right and license to use, and to authorize third parties to use, the Footage in any media now known or hereafter devised, for any legitimate purpose. The Site Party agrees that LAWCHC and their assignees and licensees shall have all right, title, and interest in any and all results and proceeds from usage of the Footage. Further, the Site Party represents that it has obtained any required third-party authorization such that LAWCHC may have undisturbed ownership and enjoyment of the Footage, and the Site Party will disclose any known defects or conditions on or near the Venue likely to cause personal injury or damage to property (including hazardous materials, substances and environmental factors likely to cause adverse health effects).

- the terms of any non-disclosure agreement entered by the parties shall be incorporated herein by reference and shall apply to the existence and content of the activation kit and RFP Requirements and any confidential information exchanged by the parties in the preparation for Official Fan Zone and/or during or after the Official Fan Zone.

[*Remainder of Page Intentionally Blank; Signature Pages Follow.*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective on the day and year first written above.

SIGNATURE BLOCKS

LOS ANGELES WORLD CUP 2026 HOST COMMITTEE, LLC

By: _____
Kathryn S. Schloessman, Manager

By: _____
Thomas Tellefsen, Treasurer

SIGNATURE BLOCK OF SITE PARTY

City of Burbank

By: _____
Justin Hess, City Manager

Sign as to Form: _____
Jill Vander Borght, Chief City Attorney

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: February 10, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: David Kriske, Assistant Community Development Director
BY: Karen B. Pan, Transportation Services Manager

SUBJECT: 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

RECOMMENDATION

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

BACKGROUND

BurbankBus offers two local fixed-routes that provide easy access to employment hubs and convenient connections to local amenities and regional transportation services. This transit service is operated and maintained by MV Public Transportation, Inc. (MV). MV has had a long-standing partnership with the City since 2011, and they also assist other neighboring cities, such as the City of Glendale.

In 2021, the City entered into a Transit Operations and Maintenance Services Agreement (Agreement) with MV for a three-year term, with options to extend the agreement. Throughout the years, there were amendments that adjusted the cost of service due to increased wages and maintenance costs. MV indicated difficulty in its ability to remain market competitive with hiring, recruiting, and retaining bus operators during the COVID-19 Pandemic, as well as impacts from labor negotiations at that time. Regarding vehicle maintenance, the City was in the process of procuring six replacement compressed

natural gas, or CNG, vehicles to replace its oldest vehicles, resulting in increased costs to maintain the older vehicles until they were replaced.

The latest term of MV's Agreement is set to expire at the end of March 2026 and provides that upon such expiration, the agreement will automatically transition to a month-to-month term. Staff is in the process of preparing and releasing a Request for Proposals (RFP) to interested transit operators for future BurbankBus operation and maintenance services. The procurement is pending the completion of a Comprehensive Operations Analysis (COA) of BurbankBus to help the City Council confirm whether the City's existing transit service is meeting the transit needs of its residents and employees, or if route changes should be considered. Delaying the procurement allows the community and Council to provide valuable feedback on improvements to BurbankBus before adjusting operations and changes with a future operator. While the existing Agreement automatically transitions to a month-to-month term at the end of March, MV has requested a formal one-year term extension to give MV operational certainty due to their separate contracts that support their operation and maintenance obligations (for example, separate leases between MV and a private property owner for fleet storage facilities).

DISCUSSION

The total annual direct cost to provide BurbankBus fixed-route services (the cost the City paid to MV to operate the service during the last Agreement year) is approximately $2,400,000. As part of the proposed Amendment, MV is requesting to increase by their hourly rate by approximately 14% for a new estimated annual total cost of $2,741,340, starting in April 2026. This is due to increased cost in labor, vehicle maintenance, and operations of the program. Table 1 outlines a comparison of the current Agreement costs for FY 2025-26 and the proposed cost increase.

Table 1. Contractor Compensation for Weekday Service (Tier 1 Hours)

Year	FY 2025-2026	Proposed 2026-2027
Cost per Revenue Hour	$114.50	$130.54*
Estimated Annual Revenue Hours	21,000	21,000
Total Projected Annual Revenue	$2,404,500	$2,741,340
	Proposed New Cost to the City	**+$336,840**

*For any additional weekend service for special events, the cost per revenue hour is $129.27.

The COA is being conducted to examine BurbankBus' current operations to improve efficiency, enhance performance, and increase ridership for residents and visitors. Once a thorough public outreach and examination is completed, the COA will be presented to City Council in Spring 2026. Following that, an RFP will be released in Summer 2026 to procure services for an operator and maintenance team for future BurbankBus operations, which will incorporate any service changes requested by Council from the

results of the COA. Following the RFP, award of the new operations and maintenance agreement will be presented to Council in early 2027.

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. This amendment only extends the term and increases the cost of service, and there are no changes to the operations or transit service routes or frequency for BurbankBus.

FISCAL IMPACT

Staff is requesting City Council authority to amend the FY 2025-26 Adopted Budget by appropriating $336,840 from revenue account number 105.ND000.40029.0000.000000 (Proposition C, Non-Departmental, Local Return) to expenditure account number 105.CD32B.62170.0000.000000 (Proposition C, Community Development BurbankBus Operations, Private Contractual Services) to cover the cost of amending the Transit Operations and Maintenance Agreement with MV. There is no fiscal impact to the General Fund.

CONCLUSION

BurbankBus is a critical component of the City's transportation network and infrastructure. Transit service is also an important service to the community to help reduce single-occupancy vehicles off streets and help the City meet its greenhouse gas reduction target goals. MV assists the City in operating BurbankBus and maintaining the fleet. Staff is recommending Council approve the amendment to the Transit Operations and Maintenance Agreement to extend the term and address the gap in the cost of service while working together on the adopted goals for the BurbankBus transit program, and amend the FY 2025-26 Adopted Budget by appropriating $336,840 to cover this new cost of service.

ATTACHMENTS

Attachment 1 – Proposed Amendment No. 4
Attachment 2 – Amendment No. 3
Attachment 3 – Amendment No. 2
Attachment 4 – Amendment No. 1
Attachment 5 – Agreement for BurbankBus Transit Operations and Maintenance Services
Attachment 6 – BurbankBus Route Map

FOURTH AMENDMENT/EXTENSION
TO
AGREEMENT FOR BURBANKBUS TRANSIT
OPERATIONS AND MAINTENANCE SERVICES

This Fourth Amendment/Extension ("Fourth Amendment") is made and entered on the ____ day of February, 2026, by and between the City of Burbank, a California municipal corporation (hereinafter referred to as the "City"), and MV Public Transportation, Inc. (hereinafter referred to as "Contractor"). City and Contractor may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

Recitals

A. City and Contractor entered into an agreement on April 1, 2021 ("Original Agreement"), as amended by that certain First Amendment dated February 14, 2023 ("First Amendment"), Second Amendment dated January 2, 2024 ("Second Amendment"), and Third Amendment dated January 28, 2025 ("Third Amendment") (collectively, "Agreement") whereby Contractor agreed to provide certain bus operations and related services for three years, ending March 31, 2024. The Agreement provided for up to two, one-year extensions, followed by automatic extensions on a month-to-month basis. The first extension was exercised on January 2, 2024, ending on March 31, 2025. The second extension was exercised on January 18, 2025, ending on March 31, 2026.

B. The City is in the process of issuing a formal competitive procurement for future bus operation and maintenance. While this procurement is ongoing, the Parties desire to enter into a one-year extension of the Agreement and related rate update to provide the City sufficient time to complete its procurement and give Contractor more certainty in the term of its contractual obligation to ensure public transit operation and maintenance remains ongoing during the extension period.

Fourth Amendment/Extension

1. Term Extension. The Agreement is hereby extended for one year until March 31, 2027 ("Extension Year 6"), at the rates outlined in this Fourth Amendment.

2. Amendment to Section 3 – Vehicle Revenue Service Hour Rate and Maximum Amount of Compensation. Table 3.1 of Section 3 of the Original Agreement, as amended, is hereby further amended by adding the following Contractor compensation for Tier 1 hours for the Extension Year 6 as provided below, effective on April 1, 2026:

Addition to Table 3.1 - Contractor Compensation for Tier 1 Hours during Extension Year 6.

	Extension Year 6
Cost per Revenue Hour	$130.54*
Estimated Annual Revenue Hours	21,000
Total Projected Annual Revenue	$2,741,340

*For any additional service for special events, the cost per revenue hour is $129.27.

3. This Fourth 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 Fourth Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Fourth Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4. All other terms and provisions of the Agreement (which includes modifications by the First, Second, and Third Amendments), not inconsistent with this Fourth Amendment, shall remain in full force and effect and are specifically incorporated herein.

[Signature Page Follows]

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

"CITY"	"CONTRACTOR"
CITY OF BURBANK, CALIFORNIA	MV PUBLIC TRANSPORTATION, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
	By: _____
	Name: _____
	Title: _____
ATTEST:	Approved as to Form Office of the City Attorney
_____ Kimberley Clark, City Clerk	_____ By: Lisa Kurihara, Sr. Asst. City Attorney

THIRD AMENDMENT/EXTENSION
TO
AGREEMENT FOR BURBANKBUS TRANSIT
OPERATIONS AND MAINTENANCE SERVICES

This Third Amendment/Extension is made and entered on the 28th day of January, 2025, by and between the City of Burbank, a California municipal corporate (hereinafter referred to as the "City"), and MV Public Transportation, Inc. (hereinafter referred to as "Contractor"). City and Contractor may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

Recitals

A. City and Contractor entered into an agreement on April 1, 2021 ("Original Agreement"), as amended by that certain First Amendment dated February 14, 2023 ("First Amendment") and Second Amendment dated January 2, 2024 ("Second Amendment") (collectively, "Agreement") whereby Contractor agreed to provide certain bus operations and related services for three years, ending March 31, 2024. The Agreement provided for up to two, one-year extensions.

B. The Parties now desire to enter into a one-year extension of the Agreement.

Third Amendment/Extension

1. As provided in Section 1 of the Original Agreement, the Agreement is hereby extended for one year until March 31, 2026, at the rates outlined in the Third Amendment.

2. Amendment to Section 3 – Vehicle Revenue Service Hour Rate and Maximum Amount of Compensation. Table 3.1 of Section 3 of the Agreement are hereby amended and restated as follows, with Cost per Revenue Hour changes for Year 5 to become effective on April 1, 2025:

(a) Table 3.1 – Contractor Compensation for Tier 1 Hours

	Optional Year 5
Cost per Revenue Hour	$114.50
Estimated Annual Revenue Hours	21,000
Total Projected Annual Revenue	$2,404,500

3. This Third Amendment/Extension 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 Third Amendment/Extension with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Third Amendment/Extension by a Party, and transmitted electronically as described in this Section to the other Party.

4. All other terms and provisions of the Agreement (which includes modifications by the First and Second Amendment), not consistent with this Third Amendment Extension, shall remain in full force and effect and are specifically incorporated herein .

[Signature Page Follows]

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

"CITY"

CITY OF BURBANK, CALIFORNIA

By: _____

Name: Justin Hess

Title: City Manager

"CONTRACTOR"

MV PUBLIC TRANSPORTATION, INC.

By: _____

Name: Kevin Klika

Title: President & COO

By: _____

Name: Erin K. Niewinski

Title: Executive VP & CFO

ATTEST: 02·20·2025

_____
Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

_____
By: Lisa Kurihara, Sr. Asst. City Attorney

2025 FEB 21 AM 9:27
CITY OF BURBANK
PURCHASING DIV.

SECOND AMENDMENT/EXTENSION
TO
AGREEMENT FOR BURBANKBUS TRANSIT
OPERATIONS AND MAINTENANCE SERVICES

This Second Amendment/Extension is made and entered on the 2nd day of January, 2024, by and between the City of Burbank, a California municipal corporation (hereinafter referred to as the "City"), and MV Public Transportation, Inc. (hereinafter referred to as "Contractor"). City and Contractor may hereinafter be referred to collectively as the "Parties" and individually as a "Party."

Recitals

A. City and Contractor entered into an agreement on April 1, 2021 ("Original Agreement"), as amended by that certain First Amendment dated February 14, 2023 ("First Amendment") (collectively, "Agreement") whereby Contractor agreed to provide certain bus operations and related services for three years, ending March 31, 2024. The Agreement provided for up to two, one-year extensions.

B. The Parties now desire to enter into a one-year extension of the Agreement.

Second Amendment/Extension

1. As provided in Section 1 of the Original Agreement, the Agreement is hereby extended for one year until March 31, 2025, at the rates outlined in the First Amendment.

2. This Second Amendment/Extension 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 Second Amendment/Extension with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Second Amendment/Extension by a Party, and transmitted electronically as described in this Section to the other Party.

4. All other terms and provisions of the Agreement (which includes modifications by the First Amendment), not consistent with this Second Amendment/Extension, 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.

"CITY"

CITY OF BURBANK, CALIFORNIA

By: _____

Name: Justin Hess

Title: City Manager

"CONTRACTOR"

MV PUBLIC TRANSPORTATION, INC.

By: _____

Name: ERin K. Niewinski

Title: Executive VP & CFO

By: _____

Name: Christopher Burls

Title: Secretary

ATTEST:

_____
Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

_____
By: Lisa Kurihara, Sr. Asst. City Attorney

RECEIVED BY
CITY OF BURBANK
2024 MAR 11 PM 4:06

FIRST AMENDMENT
TO
AGREEMENT FOR BURBANKBUS TRANSIT OPERATIONS AND MAINTENANCE SERVICES

This First Amendment to Agreement for BurbankBus Transit Operations and Maintenance Services (this "**Amendment**"), is entered into as of February 14, 2023 (the "**Effective Date**"), by and between the City of Burbank, California, a California municipal corporation ("**City**"), and MV Public Transportation, Inc. ("**Contractor**"). City and Contractor may hereinafter be referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS:

A. The Parties have entered into that certain Agreement for BurbankBus Transit Operations and Maintenance Services, dated on or about April 1, 2021, pursuant to which Contractor provides certain transportation services to City (the "**Agreement**"). Capitalized terms used in this Amendment and not defined herein shall have the meanings given such terms in the Agreement.

B. The Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

AMENDMENT:

1. Amendment to Section 3 – Vehicle Revenue Service Hour Rate and Maximum Amount of Compensation. Table 3.1 and Table 3.2 of Section 3 of the Agreement are hereby amended and restated as follows, with Cost per Revenue Hour changes for Year 2 to become effective on January 1, 2023:

(a) Table 3.1 – Contractor Compensation for Tier 1 Hours

	Year 1	Year 2	Year 3	*Optional Year 4	*Optional Year 5
Cost per Revenue Hour	$71.87	$85.00	$91.26	$99.15	$104.86
Estimated Annual Revenue Hours	22,000	21,000	21,000	21,000	21,000

Total Projected Annual Revenue	$1,581,140	$1,785,000	$1,916,460	$2,082,150	$2,202,060

Table 3.2 – Contractor Compensation for Tier 2 Hours

	Year 1	Year 2	Year 3	*Optional Year 4	*Optional Year 5
Cost per Revenue Hour	$103.73	$109.32	$112.08	$129.35	$137.69
Estimated Annual Revenue Hours	3,120	3,120	3,120	3,120	3,120
Total Projected Annual Revenue	$323,638	$341,078	$349,690	$403,572	$429,593

2. Amendment to Section 5.2 – Service Hours (approximate). Section 5.2 of the Agreement is hereby amended and restated as follows:

"Tier I – Service operated Monday through Friday.

Orange Route: 5:30 a.m. – 10:40 p.m.
Pink Route: 5:30 a.m. – 10:40 p.m.
Operating times are approximate.
Service operates Monday through Friday, excluding holidays.

Tier II – Service operated Saturday and Sunday.

Pink Route Saturday: 6:00 a.m. – 9:00 p.m.
Pink Route Sunday: 6:00 a.m. – 8:00 p.m.

Service operates Saturday through Sunday, excluding holidays. Approximate additional annual Vehicle Service Hours: 3,120.

Routes and hours of operation for Tier 1 and Tier 2 service are subject to change at the City's sole discretion.

During peak service hours as determined by the Parties, vehicle headways will be adjusted to 15 minutes on all routes

3. Vehicle Changes. City agrees that during the remaining term of the Agreement, City will provide contractor with up to two (2) gasoline-powered, air conditioned, lift-equipped 20-passenger "cutaway" transit vehicles to replace the operation of two (2) vehicles currently provided to Contractor under Section 8 of the Agreement. City and Contractor will mutually agree in writing on the existing vehicles to be removed from revenue service and replaced with the City-owned cutaways. Contractor agrees to store retired vehicles for the remaining term of the Agreement. Contractor agrees to cooperate with City on any required actions necessary to document the removal of vehicles from revenue service with the Los Angeles County Metropolitan Transportation Authority and/or Federal Transit Administration prior to the vehicles being removed from service.

4. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation. To the extent that the terms of this Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control.

5. Governing Law. This Amendment shall be governed by and construed under the laws of the State of California, without regard to principles of conflicts of law.

6. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

Approved as to Form
Office of the City Attorney
By: [signature]
Title: Senior Assistant City Attorney
Date: 2/21/23

CITY:

CITY OF BURBANK, CALIFORNIA

By: [signature]
Name: Patrick Prescott
Title: Community Development Director

CONTRACTOR:

MV PUBLIC TRANSPORTATION, INC.

By: [signature]
Name: Kevin Klika
Title: President & COO

By: [signature]
Name: Jamie Pierson
Title: Executive VP & CFO

AGREEMENT FOR BURBANKBUS TRANSIT OPERATIONS AND MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this 1st day of April, 2021, by and between the City of Burbank, California, a California municipal corporation, (hereinafter referred to as the "City"), and MV Public Transportation, Inc.(hereinafter referred to as "Contractor").

RECITALS

The City desires to hire Contractor to operate the BurbankBus Operation Services (hereinafter referred to as "BurbankBus") in the City.

Contractor wishes to provide such services for the compensation as set forth in this Agreement.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. **Agreement Term.** Contractor will provide the services specified in this Agreement for a period of three (3) years commencing operations on April 1, 2021, at 12:00 midnight and ending, March 31, 2024. The City Manager (or their designee) may extend this Agreement for up to two (2) years, one (1) year at a time, with Contractor's consent, and subject to all the terms of this agreement. To exercise an extension, City shall deliver a written request to Contractor no less than 90 days prior to the then applicable expiration date, and Contractor shall respond (either consenting to or rejecting the extension request) within 30 days after receipt of City's request.

   After all such extensions, the Agreement will be extended on a month-to-month basis and may be cancelled at any time upon thirty (30) days' notice from either party after initial term Agreement is completed.

2. **Statement of Work.** Contractor will, upon receipt of City's notice to proceed, perform all work and services as specified in this Agreement for the operation of the BurbankBus.

3. **Vehicle Revenue Service Hour Rate and Maximum Amount of Compensation**. City will compensate Contractor for the vehicle revenue service hours the Contractor operates the BurbankBus, minus any fares collected. Total Vehicle Revenue Service includes Tier 1 hours which are hours provided Monday through Friday, and Tier 2 hours which are hours provided Saturday and Sunday.

   Tier 1 hours will be approximately 22,000 per year. Total annual compensation for Tier 1 hours shall be the product of the annual revenue hours provided, multiplied by the annual cost per revenue hour depicted in Table 3.1 below.

Table 3.1 – Contractor Compensation for Tier 1 Hours

	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
Cost per Revenue Hour	$71.87	$75.04	$75.84	$77.65	$80.14
Estimated Annual Revenue Hours	22,000	22,000	22,000	22,000	22,000
Total Projected Annual Revenue	$1,581,140	$1,650,880	$1,668,480	$1,708,300	$1,763,080

Tier 2 hours are not currently offered by the City. Should City wish Contractor to provide Tier 2 hours, City shall notify Contractor at least 30 days prior to the start of any Tier 2 service. City expects that should it wish to offer Tier 2 hours, the total hours will be approximately 3,120 per year. Total annual compensation for Tier 2 hours shall be the product of the annual revenue hours provided, multiplied by the annual cost per revenue hour depicted in Table 3.2 below.

Table 3.2 – Contractor Compensation for Tier 2 Hours

	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
Cost per Revenue Hour	$103.73	$107.37	$111.08	$115.33	$119.79
Estimated Annual Revenue Hours	3,120	3,120	3,120	3,120	3,120
Total Projected Annual Revenue	$323,638	$334,994	$346,570	$359,830	$373,745

For the purposes of this agreement, "Revenue Service" refers to scheduled public transit service transporting fare-paying customers. Revenue Service for fixed-route service begins upon arrival at the first scheduled bus stop and ends upon departure from the last scheduled drop-off of the day. Revenue service does not include lunches or layovers of more than 15 minutes.

4. This section has been intentionally deleted.

5. Scope of Services

5.1 Description of Service

BurbankBus provides fixed-route service within Burbank city limits, as well as extending to the LACMTA North Hollywood Red and Orange Line station, and to the LACMTA Universal City station. Connections are made with Metrolink rail services as well as LACMTA bus and rail services. The City currently operates three fixed routes. One route operates during peak hours while two operate throughout the day, including early morning and late evening service. Service hours are subject to change based on direction from the Burbank city council.

The total estimated annual revenue hours for Year-One of this agreement are 22,000.

Contractor must obtain and keep current all required licenses and permits to operate in the City of BurbankBus service area as defined by agreement Scope of Services.

Contractor shall provide drivers, dispatchers, trainers, vehicle maintenance, vehicle cleaning, mechanical personnel, spare vehicles, and day-to-day oversight of the BurbankBus program. Contractor-owned revenue vehicles shall be compressed natural gas fueled Model Year 2018 or later, have a capacity of not less than 25 passengers, and capable of transporting bicycles (2) unless specifically approved by City in writing. All vehicles must be ADA-compliant with respect to accessibility, and equipped to support the City's fare collection policies.

Contractor shall perform no services pursuant to this Agreement, nor be entitled to compensation, unless and until Contractor submits Faithful Performance and Payment Bonds in the form approved by the City, payable to the City of Burbank. Such bond executed by Contractor and surety company licensed to do business as such in the State of California, in an amount equal to the average total payments to Contractor under this Agreement for a three-month period, renewable annually, shall, at all times, be kept in full force and effect. The condition of such bond shall be that the Contractor fully and faithfully

performs all conditions and covenants of this Agreement or that the face amount of such bonds shall be forfeited to the City. Provision of such bonds or its equivalent, approved by the City, is a material covenant of the Agreement.

5.2 Service Hours (approximate)

Tier I - Service operated Monday through Friday.

Orange route:	6:00 a.m. – 8:30 p.m.
Pink Route:	6:30 a.m. – 8:30 p.m.
Green route:	6:00 a.m. – 9:00 a.m. and 3:00 p.m. – 6:30 p.m.

Operating times are approximate.
Service operates Monday through Friday, excluding holidays.

Tier II – Service operated Saturday and Sunday

Pink Route:

Saturday:	6:00 a.m. – 9:00 p.m.
Sunday:	6:00 a.m. – 8:00 p.m.

Service operates Saturday through Sunday, excluding holidays. Approximate additional annual Vehicle Service Hours: 3,120.

Routes and hours of operation for Tier 1 and Tier 2 service are subject to change at the City's sole discretion.

5.3 Holiday Schedule

The City reserves the right to implement modified program schedules in conjunction with holidays, providing one (1) week notice to the Contractor. The modified schedules will in no way alter the agreement, nor will it be considered an adjustment to service, nor will it result in a change in compensation to the Contractor.

The Service will not operate on the following holidays:

- New Year's Day,
- Memorial Day,
- Independence Day,
- Labor Day,
- Thanksgiving Day, and
- Christmas Day.

5.4 Schedules

Contractor will provide all contracted services in a safe, courteous, reliable manner and in accordance with the program of services outlined in the current BurbankBus service brochure provided by City. City Representatives, The Transportation Services Manager or its Designee may from time to time ride Contractor-owned and/or operated vehicles, with or without prior notice to the Contractor, to assess compliance with this agreement.

5.5 Fares

Contractor will be responsible for accurately collecting all fare media as required by City throughout the duration of the agreement. This may include any of the following:

- Collection of full cash fare
- Onboard sale of passes and tickets
- Collection of discount cash fares
- Collection of prepaid tickets
- Sale and acceptance of inter-agency transfers
- Honoring of prepaid monthly, unlimited use passes
- Honoring of other discount or fare-free media
- Honoring all system transfers
- LACMTA TAP program mobile fare validators

City shall at all times make available to the Contractor a list of tariffs, indicating what type of fare is to be collected from each type of passenger. In the case of discount, prepaid, free or promotional fares, City will also make available a list of the kind of identification, if any, must be presented by the passenger and verified by the vehicle operator in order to qualify for the fare.

It will be the responsibility of the Contractor to ensure the correct identification has been presented by the passenger and verified by the vehicle operator prior to acceptance of the discount, prepaid, free or promotional fare media. In the absence of presentation and verification of the appropriate identification as indicated above, it will be the responsibility of the Contractor to collect the full adult fare, within the bounds of reasonable circumstances.

5.6 Adjustment to Service

The City reserves the right to adjust the parameters of service delivery at any time without incurring any adjustment to the unit cost per revenue hour paid to the Contractor. Modifications to services may include extending, deleting, or adding routes; portions of routes; and expanding or decreasing total vehicle service hours.

In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred forty percent (140%) of the total projected annual revenue hours, the City and the Contractor will negotiate a revised cost per revenue hour.

5.7 Special Services

The Contractor from time to time may be required to provide special event-related services. Special event services may vary from year to year. Special event services will be billed at no more than the established vehicle service hour unit cost.

5.8 Changes to Scope of Services

A. Changes in the Scope of Services for this Agreement will be effective only upon written acknowledgement between the parties to this Agreement. Each change to this Agreement will be sequentially numbered as a change order hereto and signed by authorized representatives of the City and Contractor. Change orders will only amend the specific portions of this Agreement as written in the change order and will not change any other portion of this Agreement.

B. The City may, at any time, request changes within the general scope of this

Agreement. With the exception of Section 5.6 and 5.7, if any such requested change would cause an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Agreement, would increase the amount of deadhead miles or hours more than twenty percent (20%), or would result in an anticipated increase of forty percent (40%) or decrease of twenty percent (20%) or more to the Agreement's estimated annual revenue hours of 22,000, the parties will meet to negotiate a possible adjustment to Contractor's rate and the Agreement will be amended accordingly by written change order.

In the event any federal, state, or local law, rule, regulation or ordinance becomes effective during the term of this Agreement that has the effect of increasing Contractor's operating costs, to include, but not limited to, laws, rule, regulations, or ordinances pertaining to health pandemic, environmental protection, or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government mandated increases to employee wages and/or benefits, to include healthcare benefits, the City and Contractor will meet to discuss the impact of these unanticipated additional costs and negotiate a possible adjustment to Contractor's rates.

6. Personnel

The Contractor shall furnish all operators, porters/bus washers, mechanics, dispatchers, supervisors, administrative personnel, and other personnel services necessary for providing the transportation service in accordance with this agreement.

City reserves the right to review the resumes of management personnel assigned to this Agreement. Contractor's project manager will meet with the City's representative as requested (but not less than monthly). The City may, at its sole discretion, accept or reject any individual proposed by the Contractor for both during the agreement start-up and for any replacement during the term of this agreement. The City may also, at its sole option, require the replacement of any key personnel. Contractor will not remove any management personnel without the prior written consent of the City, such consent not to be unreasonably withheld.

All personnel who interact with the public must participate in, and successfully pass, a Department of Justice background check utilizing Livescan. Background checks are to be performed at the City's Livescan facility for personnel including, but not limited to, drivers or use of Burbank Police Department form with City Livescan.

6.1 Required Management Personnel

The City requires one (1) full-time Project Manager and one (1) full-time Operations Supervisor (which may also act as a Dispatcher), and one (1) full-time Road Supervisor (which may also function as a periodic relief or cover driver); dedicated solely to this Agreement.

The Contractor will have appropriate road supervisorial personnel on duty prior to driver roll-out to assure complete route coverage/schedule adherence. All cleaning and other personnel working post-service hours will be supervised appropriately.

6.2 Supervision

The Contractor will provide a qualified, project-dedicated Roads Supervisor on duty during all revenue operations to provide continuous supervision including

monitoring of schedule adherence, on-street operation, and on-route compliance. This supervision will include conducting ride checks (onboard) to ensure operator adherence to procedures (i.e., fare collection, ADA compliance, and customer relations). Such supervision will also include responses to investigation of accidents. The City reserves the right to conduct similar investigations and adherence checks of its own without notice to ensure compliance with the terms of the agreement.

6.3 Dispatching/Radio Control

The Contractor will provide adequate dispatch and radio monitoring personnel to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle problems, which could impact the provision of transit services under this agreement. The Contractor will provide the base station and accessories and is expected to ensure the equipment is maintained and functional.
The Contractor will be required to contact the City's transit customer service call center no less than twice daily (at the start of morning service, and again at the start of afternoon service) to report the status of transit operations.

6.4 Maintenance

The Contractor will provide adequate maintenance personnel required to maintain the City's public transit compressed natural gas vehicle fleet per the terms of this agreement. Contractor agrees that a minimum of two full time equivalent (FTE) mechanic positions will be dedicated to the BurbankBus program throughout the term of the agreement.

6.5 Safety and Security

Contractor shall take all reasonable and necessary precautions to provide security for any equipment provided by the City, as well as for records of all BurbankBus operations. Contractor will be responsible for safety and security of passengers during operations and for all related equipment and facilities. Contractor will include specific procedures in its proposal, defining the safety and security program. Safety and organizational meetings will be convened with all employees at least once monthly.

Contractor shall report all hazardous conditions (e.g., trees, signs, road conditions, etc.) to the City and take necessary precautions to safeguard passengers, personnel, and equipment.

Contractor shall not permit drivers to bear weapons of any type (pocket knives are exempt only if the blade is no longer than two inches), on City property, facilities, or onboard vehicles while operating a vehicle under the terms of this agreement.

6.5 Injury and Illness Prevention Plan

Contractor is fully responsible for the safe performance of all work for which it is contractually committed, whether performed by itself or its Subcontractors. Contractor must provide adequate protection for the health and safety of City employees, the general public, and its own personnel. Contractor must have in effect its own Injury and Illness Prevention Program as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. By signing the **Contractor IIPP Certification Form,** the Contractor has signed, under penalty of perjury, such a program is in place. California law also requires thatthe aforementioned program cover all employees and personnel controlled, directed,

or supervised by the Contractor to the extent said personnel are exposed to worksite and job assignment specific hazards. (Note: Short-list bidders should be prepared to discuss their proposed IIPP as part of any City pre-award interview.) The program will be written and will include but not be limited to the following elements:

1) Identify the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Training & Safety Manager.

2) Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections in compliance with Federal, State and Local policies to identify unsafe conditions and work practices:
   a) Whenever new substances, processes, procedures or equipment are introduced into the workplace and represents a new hazard;
   b) Whenever the Contractor is made aware of a new or previously unrecognized hazard.

3) Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. Contractor will correct unsafe and unhealthy conditions to achieve compliance with applicable Federal, State and Local policies and industry-recognized work practices in a timely manner based on the severity of the hazard:

   a) When observed or discovered; and
   b) When an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, remove all exposed personnel from the area except those necessary to correct the existing condition. Employees necessary to correct hazardous conditions will be provided with the necessary safeguards.

4) Contractor's occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment:

   a) all new employees;
   b) all employees given new job assignments for which training has not been previously received;
   c) whenever new substance, processes, procedures or equipment are introduced into the project and represent a new hazard;
   d) whenever the employer is made aware of a new or previously unrecognized hazard; and,
   e) supervisors to familiarize themselves with the safety and health hazards to which employees under its immediate direction and control may be exposed.

5) Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the job site without fear of reprisal.

   Substantial compliance with this provision includes meetings, training programs, postings, written communications, a system of anonymous notification by employees about hazards, labor/management safety and

health committees, or any other means that ensures communication with employees.

6) Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7) Contractor will keep appropriate records of steps taken to implement and maintain the program such as inspection, training documentation, included but not limited to, inspection checklist and training documentation form.

8) Contractor will include procedures to investigate occupational injury or occupational illness.

9) Contractor will adopt a written code of safe practices that relates to the employers operations. Meetings will be held at least once each calendar month with all employees and all project Subcontractors.

City reserves the right to inspect the job site while the work is in progress for safety and health requirements, per current federal or State/OSHA regulations. Any violations discovered will immediately be corrected bythe Contractor at its sole expense or the City will correct such violations and deduct the expenses from monies due the Contractor.

7. Drivers

7.1 Qualifications/Standards

Contractor will, to the satisfaction of the City, conduct an adequate background check on each driver to ensure all drivers meet the following standards and are qualified to perform the intended services:

A. Each operator must be an employee (full or part-time) of the Contractor. The Contractor may not sub-contract with non-employees to execute trip assignments.

B. Continuous possession of a valid driver license, California DMV Transit Certificate, passenger endorsement, air brake endorsement, and possession of a Class A or B license.

C. Not more than two (2) moving violations in the past five (5) years and no DWI/DUI convictions within the last seven (7) years.

D. Demonstrated command of the English language, both oral and written.

E. Sensitivity to customer needs.

F. Ability to resolve complaints and problems as required.

G. No felony conviction history.

H. Pass Federal Drug and Alcohol Testing regulations.

I. Participate in, and successfully pass, a Department of Justice background check utilizing Livescan. Background checks to be performed at the City's Livescan facility for all personnel who will have contact with the public, including, but not limited to, drivers. Livescan costs are the responsibility of the Contractor.

The vendor will have thirty (30) days, from the date of notice, to have those individuals coming on-site to submit to LiveScan, using the Burbank Police Department LiveScan form. LiveScan services may be available through the City of Burbank. The current cost is $52.00, with the cost being the responsibility of the Contractor. No individual will be allowed to perform work unless a successful LiveScan Report is on file with the Burbank Police Department. If three (3) or more individuals have an unacceptable LiveScan report, the City reserves the right to terminate any/all Purchase Orders.

J. Be alert, careful, courteous, and competent in their driving ability and habits.

K. Will not eat, drink or smoke in BurbankBus vehicles (regardless of ownership).

L. Be able to perform CPR and administer first aid.

M. Trained in passenger assistance techniques required to assist elderly and disabled individuals.

N. Assist passengers in wheelchairs with boarding and will secure wheelchairs with tie-downs.

O. Trained in operational procedures relating to the BurbankBus system, including a thorough knowledge of the service area and street network.

P. Will not accept gifts, tips or gratuities.

7.2 Training

Contractor will be responsible for all aspects of training, including the provision and payment for the required training.

Contractor must provide an orientation and training plan outlining how drivers with recent transit bus operating experience will be trained in transit operations in order to ensure existing operators are trained to an equivalent level as the new trainee program addressed below.

All drivers, absent recent transit bus operations experience, hired by the Contractor, must attend, at a minimum, the following training:

A minimum of eighty (80) hours of training per driver, of which at least thirty-two (32) hours will be behind the wheel of a vehicle, including at least eight (8) hours

of system and route training/orientation. Training must be completed before a driver can enter unsupervised revenue service.

Within this required training period, Contractor will instruct drivers in at least eight (8) hours of disability awareness sensitivity training, which includes ADA regulations and procedures; four (4) hours of sexual harassment training; eight (8) hours of passenger control/difficult passenger training; eight (8) hours of defensive driving training. City reserves the right to review all training materials, and to monitor training sessions. Contractor will arrange and pay for this training.

Contractor will be required every year to ensure all operating personnel associated with this agreement receive at least the required sixteen (16) hours of California Department of Motor Vehicles training and eight (8) hours of recurrent "transit certificate" training.

The cost of driver wages during all training will be borne solely by the Contractor.

Contractor will be required to ensure all operators and dispatch staff are aware of proper customer communication practices required for effective customer assistance.

Contractor will ensure all operators complete training prior to their operation of a vehicle in revenue service. The Contractor will also be responsible for providing remedial training for any driver demonstrating a lack of appropriate skills.

Training during and subsequent to training for new hires, such as recurrent training and retraining, will be conducted by the Contractor. The Contractor will be required to have an Operator Development Program ("ODP") in place to address all operator related training needs. Contractor will be responsible for any training at its cost for existing operators deemed in need as a result of modifying operating procedures. (Note: Short-list bidders should be prepared to discuss their proposed ODP as part of any City pre-award interview.)

Written documentation of all training, including new hires, recurrent, and retraining will be maintained by the Contractor and furnished to the City or its agents upon request.

All training programs will be subject to City approval within a reasonable timeframe.

7.3 Uniform Specifications and Appearance Standards

A. Uniform Specifications

Contractor will develop a dress code subject to City approval. Such dress code will feature, at a minimum, both shirt/blouse and slacks (standardized dress shorts permitted with City prior approval). Drivers will wear name tags clearly displaying their names at all times while performing any duties associated with the proposed engagement. Uniforms will clearly display (separately) both the name of the Contractor and name of the transit service. Each driver will have an accurate working timepiece available and in clear sight at all times during revenue operations.

The dress code will include shoes of a solid, plain-toe military oxford style. Low-cut and high-top tennis shoes are not permissible. Suede shoes, sandals, cleated, or open-toe shoes will not be permitted.

Consideration for safety must be applied to all dress code elements.

B. Appearance Standards
At all times while on duty, drivers will be well groomed, clean, and in complete uniform. All drivers must be neat in appearance, no visible tattoos or body piercings, uniform clean and pressed, shoes shined, hair clean and neatly cared for.

7.4 Removal

City may require the Contractor to immediately, pending investigation, remove any driver from revenue service for any one of, but not necessarily limited to, the following:

A. Committing unsafe or inappropriate acts while providing the intended service.

B. Revocation, suspension, or non-renewal of a valid California driver's license.

C. Conviction of any felony criminal offense.

D. Unacceptable customer service as reported by customers, other drivers, or directly observed by City or its agents.

E. Non-compliance with City-specified appearance standards.

F. Non-compliance with applicable City policies.

8. City-Owned Vehicles

BurbankBus: The Contractor will be initially provided seventeen (17) air conditioned, lift-equipped, compressed natural gas transit vehicles. An adequate number of vehicles will be made available by the Contractor to assure at least a twenty percent spare ratio. Contractor may utilize City-owned vehicles for driver training. Contractor shall supply as many spare vehicles as is required to provide the contracted level of daily service.

The City reserves the right to add/subtract or substitute vehicles for those described above.

The City will not provide Contractor with any non-revenue vehicles to conduct daily non-revenue activity. Contractor will be responsible for providing any non-revenue vehicles that may be required for field review of operations or shuttling of drivers, etc.

8.1 Transition of Vehicles to New Contractor

City and Contractor will jointly inspect each of the City-owned vehicles. Any outstanding repairs and maintenance necessary to return the vehicles to safe operating status will be the out-going Contractor's responsibility. Incoming Contractor will indicate its acceptance of the City-owned vehicles as part of a

subsequent joint inspection that includes the current Contractor, the incoming Contractor and City representatives from the Community Development Department and the Public Works Department. Prior to final acceptance of the vehicles by the incoming Contractor, the out-going Contractor will be responsible for providing repairs, maintenance, and inspections as required by the contract.

The City shall provide Contractor with sufficient number of vehicles to perform the services identified in the Scope of Services. At a time and place mutually agreed to by City and Contractor, which will occur approximately 20 days prior to the Commencement Date, City, Contractor and incoming Contractor will jointly inspect the vehicles to be provided by the City to incoming Contractor using the inspection criteria contained in Exhibit B. During the joint inspection, vehicle defects will be identified and documented for each vehicle.

After the initial inspection, the City will ensure that all agreed upon defects are repaired prior to the Commencement Date. At one day prior to the Commencement Date, the City and Consultant will conduct a final inspection of the vehicles to ensure items identified during the preliminary vehicle inspection were completed. In the event the final inspection reveals new defects arising since the preliminary inspection, or defects that were not repaired by the City, City shall authorize the Contractor to make the repairs at the hourly service rate of $85.00 per hour, or at the rates charged by a third-party qualified to perform such repairs, as mutually agreed upon by City and Contractor. Any costs to provide parts required to perform Contractor-initiated repairs will be reimbursed to Contractor by the City as a direct cost.

8.2 Operating Mode

Currently the City's transit fleet fuels at Clean Energy (810 North Lake Street, Burbank). The City will provide access to the fueling facility as well as initial fueling training.

Contractor is required to provide the necessary drivers, supervisory/management services, spare vehicles and fuel for the spare vehicles, and all other goods and services needed to provide the services described within the associated Scope of Services unless expressly stated that such goods and services will be provided by the City.

9. Vehicle Maintenance

9.1 Facilities

Contractor shall occupy and perform services as required under this RFP from an appropriately zoned and equipped facility within an approved number of statue miles from city of Burbank city limits. Said facility will be used for the storage, maintenance, and servicing of all vehicles associated with the proposed engagement. Facility shall comply with all requirements set forth by the appropriate jurisdiction to accommodate compressed natural gas vehicles, including appropriate venting, ventilation and other systems required to service and/or store such vehicles. If facility is located in the city of Burbank, approval of required compressed natural gas safety systems is required by the Burbank Fire Department.

Alternatively, contractor may perform operations, administration, and vehicle

storage from a facility within Burbank city limits, and conduct fleet maintenance from a facility within ten (10) statute miles of the operations, administration, and vehicle storage facility. If maintenance facility is located outside the city of Burbank, compliance with all applicable municipal codes shall be maintained for the duration of the Agreement.

If said facility is not available on the service start date, Contractor may, with City approval, operate on an interim basis from a temporary facility for a period not to exceed sixty (60) days.

9.2 Vehicle Maintenance

Contractor will provide and pay for all maintenance, repair, and inspections of all City-owned vehicles and all spare vehicles provided by Contractor. This shall include any third-party inspections deemed necessary by the City.

Contractor will maintain and keep all vehicles associated with the BurbankBus program in excellent mechanical condition. Contractor will ensure its employees, sub-contractors, vehicles, facilities, and equipment meet all applicable laws, codes, and safety standards as set by federal, state and local governments, and will be inspected at intervals required by such governing entities.

Contractor will pay for any repairs arising from Contractor negligence or abuse of City-owned vehicles City will determine what repairs may have resulted from negligence and/or abuse.

9.3 General

All maintenance and repair of vehicles performed by Contractor will comply with manufacturer and all regulatory specifications and standards, and will be subject to approval by the City.

Contractor, at its sole cost and expense, will provide lubricants, parts, repairs, paint, supplies, labor, road call services, and all other necessary equipment required for the maintenance and operation of the vehicles and equipment utilized in providing the BurbankBus program. All parts and supplies used will be Original Equipment Manufacturers (OEM) or approved equivalent.

9.4 Mechanic Requirements

Contractor will at all times have at least one mechanic on staff possessing an Automotive Service Excellence (ASE) certificate with a medium/heavy truck "Master Technician" designation and at least one mechanic possessing an ASE Certification in heating, ventilation and air conditioning (HVAC) systems. All mechanics will have alternative fuel maintenance training. Mechanics and service workers who operate or drive vehicles associated with this engagement will have the appropriate licenses to operate all vehicles associated with this agreement.

9.5 Scheduled and Preventive Maintenance

Contractor will provide precise scheduled maintenance and preventive maintenance inspections as specified by the vehicle manufacturer, City, and all other governing entities. All scheduled and preventive maintenance must be completed on a timely basis and within the established mileage interval. Contractor will keep an accurate record of all repair and work orders performed by, or for, the

Contractor on all equipment. The City's Public Works Department shall review and determine the appropriate intervals.

- Regular preventive maintenance inspections are to be conducted every forty-five (45) days or every three thousand (3,000) miles, whichever occurs first.
- Engine oil and filter, and fuel filters, will be changed at every six thousand (6,000) mile inspection. Transmission oil and filters will be changed at every twelve thousand (12,000) mile inspection.
- A preventive maintenance wheelchair lift inspection will be performed every six thousand (6,000) miles.
- A preventive maintenance air conditioning inspection will be performed every six thousand (6,000) miles.
- Vehicle inspections will meet criteria set by CVC 34505.5 (Periodic Inspection by Motor Carrier). Vendor inspection forms will have fields to log the minimum requirements of CVC 34505.5.

The scope of work required includes, but is not limited to:

- Oil change (engine and transmission with filters)
- California Highway Patrol Basic Inspection of Terminals (BIT) inspection
- Preventive Maintenance Inspections
- Brake service diagnosis and repair
- Engine/transmission diagnosis and repair
- Electrical system diagnosis and repair
- Wheelchair lift diagnosis and repair
- Air conditioning diagnosis and repair
- Interior repairs
- Other vehicle repairs as assigned

Contractor will provide the City with copies of all parts invoices and service repair orders detailing the work performed, hours spent, and parts/supplies used. These documents will clearly show how the charges to the City were calculated.

9.7 Maintenance Records

Contractor will maintain a separate maintenance file for each City-owned vehicle containing all maintenance records pertaining thereto. Contractor shall submit the scheduled maintenance and preventative maintenance schedule for all City-owned vehicles to the City within thirty (30) days of agreement award. (Note: Short-list bidders should be prepared to discuss their proposed preventative maintenance schedule for all City-owned vehicles as part of any City pre-award interview.)

Vehicle inspection records for each vehicle must include the following:

- Inspection date
- Vehicle mileage
- Description of work performed
- Parts and supplies used
- Name of mechanic performing the work
- Signature of Contractor's Maintenance Manager indicating the work was performed to the standards specified herein.

9.8 Pre-Trip Inspection

Contractor will require each driver to inspect each vehicle with regard to safety, function, and appearance of the vehicle prior to the placement in revenue service. A daily Pre-Trip Inspection form will be completed and submitted to the Project Manager for vehicles prior to the start of service. Contractor will immediately repair or replace, prior to placement in revenue service, any vehicle possessing safety or operational problems.

9.9 Warranty Maintenance

Neither City nor Contractor makes any express or implied warranty of any nature regarding City's equipment, including, but not limited to: merchantability or fitness for any particular purpose; design or condition; workmanship; freedom from latent defects; compliance with the requirements of any law, rule, specification, or agreement, or its non-infringement of any patent, trademark, or license.

Provided City or the manufacturer has supplied required City-owned warranty documents to Contractor, Contractor will take all actions required to preserve any and all manufacturers' warranties regarding vehicles and equipment. Any warranty reimbursements will be payable to Contractor.

9.10 Fueling

Contractor shall be responsible for ensuring its staff is appropriately trained regarding all vehicle fueling procedures. Contractor shall ensure that under no circumstances will passengers be allowed onboard the vehicles during refueling. Contractor will ensure that each vehicle has a full tank of fuel before the start of each service day.

9.11 Wheelchair Lifts

Contractor will ensure that wheelchair lifts are operational on all vehicles assigned to the BurbankBus program. Liquidated Damages may be assessed in the event a wheelchair lift fails while in service revenue and/or are not appropriately repaired within 24 hours.

9.12 Climate Control Systems

Contractor will maintain the heating and air conditioning units on all vehicles in proper working order so that each is available at any time during the BurbankBus service days and offer a comfortable environment inside the vehicle regardless of the outside climatic conditions. Contractor will require drivers continually monitor climate control units during the day to ensure such units are operating properly. Revenue vehicles without functioning heating or air conditioning will be replaced within one hour or sooner.

9.13 Other Vehicle Systems

Contractor will maintain all other systems onboard the vehicles in conjunction with manufacturer's specifications. Such systems will include automated annunciators, AVL technology, pre-trip inspection hardware, public address system, mobile data terminals, destination signs, bike racks, fare boxes, and fire suppression equipment.

9.14 Vehicle Interior

Contractor will maintain the vehicle interior in good condition. It will be free of exhaust fumes and deposits from the engine or engine compartment. Contractor will also ensure all corners and seams are securely fastened to the floor at all times and the doors, stop notification devices, and public address system work properly. For all City-owned vehicles, the driver's area will be clean at all times. Driver's personal property will be kept in a secure area and out of sight. Driver's seat will be maintained in accordance with the standards stated below for passenger seats. Contractor will check interior for damage and clear of trash at the conclusion of each service day. Contractor will not attach or place any markings on the interior of the vehicle without written permission of the City.

Contractor will perform the following maintenance daily, or more frequently if required by COVID-19 CDC or other operating protocols:

- Any and all vehicle interior cleaning and/or disinfecting necessary to comply with local, state, and federal directives specific to the COVID-19 pandemic.
- Sweep clean and remove all trash, gum, sticky substances, foreign objects, vermin, dirt and dust.
- Clean driver area, including but not limited to, dash controls, dashboards, above the driver area and along the front dashboard, so as to be free of dust, stains, or grease.
- Clean all interior and exterior windows, removing dust, fingerprints, smudges, writing, water spots, and streaks.
- Clean passenger seats to the extent they are dust free and free of all foreign substances.
- Clean all ledges, stanchions, handrails, modesty panels, passenger signal strip and remove dust, grease, gum, or sticky substances.

Contractor will perform the following interior maintenance each weekend on all City-owned vehicles:

- Remove graffiti from all interior surfaces of the vehicle.
- Repair or replace damaged schedule brochure displays/holders.

Contractor will perform the following interior maintenance monthly on all City-owned buses:

- Shampoo fabric seats.
- Wipe down, vacuum and disinfect all non-fabric seats
- Steam clean flooring and paneling.
- Wipe down ceilings, walls, ac/heat vents, passenger seats, arm rests, seat belts and railings. Disinfecting of these components to be performed after wipe down.
- Clean all windows and ledges with soap and water and/or other appropriate cleaning products.
- Floor cleaned and scrubbed, including behind doors and personal mobility device securement areas. All highly visible markings including passenger information signage to be wiped down and kept in a highly visibility state.
- Clean all doors, including hinges with soap and water or other appropriate cleaning product.
- Seat inserts to be cleaned and disinfected with applicable product for seat material.
- Driver's area cleaned and disinfected. Driver's area to include but not limited

to, instrument panel, farebox, tap machine, steering wheel, sunshades and frequently touchable surfaces. Driver's seat to be shampooed. Special attention to clean floor and pedals in driver's area.

9.15 Vehicle Exterior

Contractor will ensure all vehicle body components, appurtenances, and frames will be sound and undamaged and retain original colors. Exterior body will be free of cracks, dents, scrapes, graffiti, and any other markings not approved by the City. Contractor may not attach or place any markings on the exterior of the vehicle without prior written permission of the City.

Contractor will perform the following maintenance no less than twice weekly:

- Wash vehicle.

Contractor will perform the following each weekend:

- Ensure destination signs are working (repair, if necessary).
- Replace or repair damaged bike racks.
- Replace or repair fareboxes.
- Report of damage to exterior advertising.
- Vehicle exteriors are detailed
- Wheels cleaned and waxed
- Body cleaned and waxed
- Exterior windows cleaned and waxed
- All exterior rubber treated with protectant

Contractor will perform the following maintenance no less than quarterly:

- Wax/detail exterior
- Deep Clean interior

- Wipe down ceilings, walls, ac/heat vents, passenger seats, arm rests, seat belts and railings. Disinfecting of these components to be performed after wipe down.
- Clean all windows and ledges with soap and water and/or other appropriate cleaning products.
- Floor cleaned and scrubbed, including behind doors and personal mobility device securement areas. All highly visible markings including passenger information signage to be wiped down and kept in a highly visibility state.
- Clean all doors, including hinges with soap and water or other appropriate cleaning product.
- Seat inserts to be cleaned and disinfected with applicable product for seat material.
- Driver's area cleaned and disinfected. Driver's area to include but not limited to, instrument panel, farebox, tap machine, steering wheel, sunshades and frequently touchable surfaces. Driver's seat to be shampooed. Special attention to clean floor and pedals in driver's area.
- Vehicle exteriors are detailed
- Wheels cleaned and waxed
- Body cleaned and waxed

- Exterior windows cleaned and waxed
- All exterior rubber treated with protectant

9.16 City Vehicle Inspections

City will have the right to inspect, or cause to be inspected (including third-party inspections), all vehicles operated under this Agreement at any time, with or without prior notice to Contractor. If City determines at its sole discretion that emergency conditions or factors affecting safety or security require otherwise, City will give at least 24 hours' notice of any such inspection. City will also have the right to require from time to time a written statement from Contractor setting forth the condition of City equipment or any part of it. Contractor will furnish such a statement to City within ten (10) calendar days following receipt of the City's demand. Should the City determine, in its sole discretion that any City equipment has not been maintained in accordance with the Agreement, the City or its designee will advise of all deficiencies to Contractor in writing. Except for safety-related deficiencies, which will be corrected prior to operation in revenue service, Contractor will have ten (10) calendar days to correct the reported deficiencies.

9.17 Vehicle Out-of-Service Criteria

Contractor will not operate any vehicle that the City designates as unsafe for service. Such vehicles must pass a City inspection after repairs are made and before vehicle is placed in revenue service. Contractor is subject to Liquidated Damages for having assigned vehicles which are removed from revenue service on an unscheduled basis. The following criteria will be used by the City to determine if a vehicle is unsafe for revenue service:

- Failing a CHP inspection.
- Any violation of the North American Uniform Out-of-Service Criteria.
- Any fuel leak.
- Any liquid leakages beyond a minor seepage.
- Removal of any component, without replacement, that has not been approved by the City.
- Identification of any sub-standard repair or condition that could put the City, its employees, or the public at risk of health hazard or injury.
- Overfilling of engine or transmission fluid.

9.18 California Highway Patrol Inspections

Contractor must make all program-assigned vehicles available to the California Highway Patrol (CHP) for inspection as necessary. On all City-owned vehicles, Contractor must also follow CHP maintenance record guidelines and make all records available for inspection. Liquidated damages may be assessed every time a Contractor-maintained vehicle fails a CHP inspection or re-inspection. Contractor must notify City within 24 hours of any CHP inspection failure.

9.19 Road Calls Notification

In the event of vehicle failure while in service, Contractor will deploy a vehicle within 15 minutes of notification upon notification to replace the failed vehicle. Failed vehicle will display "Out of Service" on the front and side destination signs. Contractor will notify the City's Transit Services Manager and the City's transit customer service call center within fifteen (15) minutes from the time Contractor

first discovers said vehicle failure in the event that a vehicle fails while in revenue service.

9.20 Fare Collection

Contractor will collect and deposit all fare revenues. Fare boxes (vault-style) will be provided by the City and maintained by the Contractor. Total farebox return, including pass, transfer, and ticket sales are to be retained by Contractor and deducted from the monthly invoice for the cost of operating the service. Amount of all collected fares and transfer slips and passes must correspond to the reported number of passengers carried. Transfers will have cash value and therefore must be accounted for as cash. Copies of all Contractor bank receipts reporting fare revenue will accompany service invoices. Reports depicting daily cash fare revenue and transfers, both collected and sold, are to be submitted to City monthly.

City will review any and all procedures submitted relating to the collection, recording, depositing, and reporting of all cash receipts. Contractor will outline, establish, and implement fare collection security policies and procedures, subject to the approval of City. Contractor will be responsible for providing security over collected funds, equipment in service, and all inventoried farebox associated equipment.

Should there be any discrepancies between actual revenue counts and estimated revenue counts from the ridership data, and the City's examination proves failure to adequately protect City's revenues by Contractor, then Contractor is responsible for monetary reimbursement to City.

9.21 Equipment Condition

Vehicles placed in revenue service by Contractor must, without exception,

A. Be cleaned daily inside and outside.

B. Have vehicle floors swept and mopped daily.

C. Have driver area wiped down. This will include, but not be limited to, dash controls, dashboard, above the driver area, and along the front dashboard.

D. Have fully operational climate control (heating and air conditioning), wheelchair lifts, securement belts, flip seats, radios, fareboxes, and destination signs.

E. Be free of body damage, have no missing or unpainted panels.

F. Be free of graffiti on the exterior and the interior.

G. Have all safety items fully operational (i.e., lights, brakes, horn, tires, wheelchair tie downs, seat belts, etc.)

H. Allow no vehicle to be cannibalized for parts for any reason without prior written consent of the City.

10. Data

Contractor is required to provide any and all information/data necessary for the City's

reporting purposes, including but not limited to data specific to National Transit Database (NTD) reporting items.

10.1 Daily Statistics

The following information will be reported on a daily basis.

A. Summary of driving and industrial accidents and incidents for previous day.

B. Wheelchair boardings attempted/successful for the previous day.

C. Number of late/missed trips for previous day and the cause.

D. Number of overloads experienced for the previous day.

10.2 Accident Reports

City requires Contractor to have an accident and emergency notification program notifying the City of accidents or emergencies to assure the City that claims are handled promptly and fairly. Contractor will require all vehicle operators to report any accident or incident involving the vehicle to the Project Manager. Project Manager will use good judgment in handling the situation, and will immediately notify the appropriate public safety department as warranted. All accidents occurring during normal business hours must be reported to the City by telephone immediately. Accidents occurring outside normal business hours will be reported the following business day. Contractor will complete an accident report approved by City with a copy to the City, no later than the start of the next service day. Contractor will submit all accident-related reports to the DMV as required. Contractor must assume all liability for accidents and workers' compensation claims.

10.3 Weekly Reports

Daily statistics will be aggregated to a weekly and month-to-date basis and a report provided to the City's Transportation Services Manager on a weekly basis as requested. In addition to the daily indicators, ridership counts segregated by service, service type, and route as well as the number and type of complaints received for the reporting period, must be included.

10.4 Monthly Reports

The following performance indicators must be reported monthly.

- Miles between road calls
  - A road call may occur due to a variety of non-mechanical circumstances including but not limited to: passenger behavior; health and/or welfare issues; driver/operator issues; incidents, vehicular and passenger related; other circumstances not mechanically related that result in significant delay or termination of a scheduled run.
- Miles between maintenance road calls
  - A mechanical/maintenance road call is defined as any occasion when a mechanical failure of a vehicle requires technical or supervisory assistance and significantly delays or terminates a scheduled run.

- Number and percentage of missed/late pull-outs
- Number and percentage of missed/late trips
- Number and percentage of on-time performance
- Number of complaints/1,000 passengers
- Total accidents/100,000 miles
- Collision accidents/100,000 miles
- Total preventable accidents/100,000 miles
- Passenger accidents/100,000 miles
- Wheelchair boardings
- Drug and Alcohol tests
- Driver/Dispatcher training activities
- Driver evaluations
- Ridership counts by day, mode, route, and fare type

10.5 National Transit Database Reporting

Effective 2020, data from the City's Synchromatics system shall be used as the primary NTD data source.

The Contractor agrees to conduct random sampling employing a technique described in FTA Circular C 2710.1A (dated July 18, 1988) as a verification tool. Contractor must identify the staff person responsible for NTD data collection. Contractor will track NTD Revenue Miles and Hours, NTD Total Miles and Hours, and report totals on a monthly and yearly basis. The Contractor will prepare and submit monthly and annual NTD reports to the City.

A. Monthly: The Contractor will submit to City the daily random-sample trip sheets no later than the tenth (10^{th}) calendar day for the previous month's sampled trips.

B. Annual: The Contractor will prepare an annual summary to be submitted to City no later than thirty (30) days after the end of the fiscal year.

Contractor will be responsible for ensuring that all reported NTD data meets FTA requirements and definitions. Contractor will be responsible for maintaining the most recent NTD data collection procedures. Monthly, quarterly, and annual reports will be considered missed if not submitted to City no later than the tenth (10^{th}) calendar day or thirty (30) days after the end of the quarter or fiscal year, respectively, and be considered a cause for termination of this agreement. Contractor will conduct any mandatory sampling which the NTD may require of the City at any time during agreement term.

10.6 Zero-Tolerance Alcohol and Drug Policy

The Contractor is required to develop and implement procedures complying with the City's Zero-Tolerance Alcohol and Drug Policy and applicable U.S. Department of Transportation regulations.

10.7 Performance Specifications

All performance specifications will be strictly adhered to in order to provide the highest level of service possible. City reserves the right to monitor Contractor in its performance of the agreement to ensure all performance specifications are attained.

To receive full compensation, Contractor is required to meet or exceed the following standards of performance on a monthly basis:

Operating Performance Standards - Vehicles will be operated with due regard for the safety, comfort, and convenience of passengers and the general public. Service will be provided as published or according to any adjusted schedule established by the City, including route modifications required as a result of a declared emergency. The Contractor will strive to maintain on-time performance; however, Contractor will not be held responsible for the failure to provide on-time service due to weather, unavoidable vehicle malfunction, or externally attributable occurrences, if sufficient documentation is provided to City.

The Contractor's responsibilities will include activation and compliance with AVL systems log on including electronic pre-trip processes.

Personnel Performance Standards - Regularly assigned drivers must be available at all times during revenue service to ensure consistent and reliable service under the Agreement.

All personnel are responsible for knowledge of the service. Project personnel must maintain a courteous attitude, answering to the best of their ability, any questions from the public regarding the provision of the service. Customer service training must include a focus on positive customer relations. Personnel must report customer complaints and/or operational problems to the Contractor's Project Manager who will be responsible for informing the City.

Drivers must accurately and completely submit the required operating reports each day.

10.8 Syncromatics Realtime Arrival and Passenger Counting System and Components

Contractor will maintain Syncromatics data necessary for the accurate operation of the system including uploading and maintaining run cuts in the appropriate format. Contractor will ensure proper operation of Mobile Data Terminals (MDT), head signs, automated passenger counting, pre-trip inspection and data reporting components. Contractor shall provide training to staff regarding proper use of service performance tracking and reporting components.

11. Marketing and Public Relations

City will be responsible for all marketing and public relations activities relating to the BurbankBus program.

Contractor will distribute onboard notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by the City from time to time. Under no circumstances will the Contractor or its employees be permitted to distribute any unauthorized printed or written materials without prior written permission of the City.

11.1 Advertising on Exterior and Interior of Buses

City may, during the course of this Agreement, require the Contractor to allow vendors contracted by the City access to vehicles assigned to this agreement to install and remove advertising and/or promotional material. All materials will meet uniform size requirements, and are subject to City-written approval prior to being installed.

11.2 Signage

Contractor will display required head signage, in plain view, in all vehicles, while in revenue service.

12. Operating During an Emergency

In the event of an emergency, Contractor will deploy vehicles in a manner described by the City. Emergency service does not constitute an expansion of service. City will be obligated to compensate Contractor for emergency service that significantly exceeds the normal expense of operating the transit service during such period of declared emergency.

The Contractor will consent to the following:

- Provide a lockbox at its site with keys to all City-owned vehicles.
- Provide City with keys and alarm codes to access Contractor buildings, key lockbox, and vehicles.
- All vehicles will be fueled and ready for service each night, except for out of service vehicles, which will have red tags placed on the steering wheel.
- Contractor will keep an updated list of all local drivers with phone numbers to be called into service within a 30-minute report time.
- Project Manager will provide to the City a current list of mobile and home phone numbers for key staff.

13. Customer Service

Customer comments or complaints received by City or Contractor will be documented on the BurbankBus Customer Contact Report form. If an investigation is warranted, Contractor will conduct an investigation. Contractor will return to City the findings of the Contractor's investigation of such requests and complaints within the time frames specified below:

- Incidents involving physical damage to City-owned vehicle, third-party property, transit passengers, transit drivers, or other Contractor employees shall be reported within 24 hours of the occurrence.
- Customer or other public complaints received via the City's transit customer call center shall be reported within five calendar days of the occurrence/receipt.

14. Liquidated Damages

Contractor will strive at all times to provide service in a manner which will ensure responsive service to transit customers, while at the same time maximizing service reliability and safety. In order to identify key areas of concern to the City, various performance standards are described below for which liquidated damages fines may be assessed when service falls below the standard.

It is agreed that any breach of this agreement by Contractor could result in substantial

damages and injury to the public and City in amounts which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established here for the identified standards. Liquidated damages will be waived if due to manufacturer defect existing in a vehicle or series of vehicles. Liquidated damages will not be assessed in the event a performance failure under the terms of this Agreement is due to an event beyond Contractor's control as defined in Section 23.E of this Agreement.
The liquidated damage clauses described below may be instituted by the City no sooner than two months after the initiation of the service, with the exception of the Service Start-up and the Service Failure liquidated damage clauses described below.

14.1 Service Start-Up

Service will commence on March 1, 2021 or such other time/date specified by City. Liquidated damages to be paid hereunder will not be required where it is determined by City that a failure to commence timely service is solely the result of actions by City, as determined by City.

Penalty: Twenty thousand dollars ($20,000) for each calendar day service is delayed, solely due to the actions of the Contractor, its employees, or agents.

14.2 Service Failure

Service will be provided by Contractor to the City in accordance with posted schedules and operational policies during the term of this Agreement, except during specified holidays noted herein.

Penalty: Twenty thousand dollars ($20,000) per day for each calendar day the City is without the services agreed to by Contractor from the date of the breach to and including the date the Contractor's services are replaced.

14.3 On-Time Performance

City has set a daily on-time performance standard of 90 percent (90%). On-time performance is defined as departing from a published time-point no earlier than the published departure time and arriving at a published time-point no more than five (5) minutes late. City will base the on-time performance on a random sampling of its definition and choosing.

Penalty: Seven hundred fifty dollars ($750.00) per month, for each full or partial percentage point below the 90 percent (90%) performance standard.

14.4 Missed Service

City has set a minimum trip completion rate of 99 percent (99%). A trip where any service was not operated will be considered "missed."

Penalty: Two thousand dollars ($2,000.00) per month, for each full or partial percentage point below the 99 percent (99%) performance standard.

14.5 Twice-daily Updates

Contractor is required to make two daily phone calls to the City's transit customer service call center. The first phone call should be no later than 7:00 a.m. to provide an update specific to service roll-out. A second daily phone call should occur no

later than 3:30 p.m. to provide an update specific to afternoon roll-out/operations.

Penalty: One hundred dollars (100.00) for each missed call.

14.6 Stop Announcement

Buses are equipped with automated annunciators announcing stops. When the automatic annunciators are not functioning or not functioning accurately, drivers must call out bus stops (defined as published time-points, major cross-streets, or required service transfer points) upon approach. City will monitor compliance through ride checks and field observation. This performance standard shall include automated stop annunciators being accurate/up-to-date as well as functioning.

Penalty: Two hundred dollars ($200.00) per occurrence.

14.7 Destination Signs

Drivers must display the correct destination information (electronic or roller headsigns). This includes mid-route adjustments through Syncromatics and changing the information at the end of every trip as required. City will monitor compliance through ride checks and field observation.

Penalty: Two hundred dollars ($200.00) per occurrence.

14.8 Proper Vehicle Sign-in / Sign-out to Syncromatics Realtime Arrival System

Drivers must appropriately sign in and sign out to each vehicle's electronic MDT console prior to, and upon completion of, each shift. This is required to ensure that the City's Syncromatics realtime arrival system operates correctly to provide predictive transit vehicle arrival times. City will monitor compliance through the Syncromatics software

Penalty: Two hundred dollars ($200.00) per occurrence.

14.9 City Vehicle Inspection Failure

To ensure a quality operation, the Contractor will be expected to pass all City inspections (including any performed by third-party inspectors).

Penalty: Five hundred dollars ($500.00) for each vehicle which fails a City vehicle inspection or reinspection for safety items as outlined in Section 9.

Penalty: Two hundred fifty dollars ($250.00) for each vehicle which fails a City reinspection related to non-safety items.

14.10 CHP Vehicle Inspection Failure

To ensure a quality operation, Contractor will be expected to pass all California Highway Patrol terminal inspections including failure of any component of the CHP BIT inspection (such as record-keeping, timecards, etc.)

Penalty: Twenty-five hundred dollars ($2,500.00) for each vehicle which fails a CHP vehicle inspection or reinspection.

14.11 Miles Between Maintenance Road Calls

Contractor must maintain all vehicles at a level ensuring operational reliability. City will calculate the miles between road calls based on a fleetwide average.

Penalty: Twenty-five hundred dollars ($2,500.00) if the Contractor averages less than seventy-five hundred 7,500 "miles between road calls" during any calendar month.

14.12 Wheelchair Lifts/Ramps

Contractor must maintain all mobility lifts and ramps in full working condition. Any inoperative lift and or ramp must be repaired within twenty-four (24) hours of failure. City will determine compliance through Contractor reports and pull-out inspections.

Penalty: Five hundred dollars ($500.00) per occurrence, in the event any wheelchair lift and/or ramp is determined to be inoperable for more than twenty-four (24) hours.

14.13 Vehicle Appearance

Contractor must maintain the appearance of the interior and exterior of all revenue vehicles as defined in Sections 9.14 and 9.15, respectively.

Penalty: Two hundred dollars ($200.00) per vehicle per occurrence, if a vehicle does not meet the requirements set in Sections 9.14 and 9.15, respectively.

14.14 Customer Service Forms

Contactor is required to ensure an appropriate and timely response to all substantive custom corns and complains. Section 13 outlines specifics as to the temporal response standards. The City will evaluate all forms to assess compliance.

Penalty: One hundred dollars ($100.00) per occurrence.

14.15 Complaints

The incidence of City-verified service complaints, exclusive of customer questions, comments, or suggestions, will be at no greater than five (5) complaints per calendar month. Multiple reports of the same occurrence will only count as one. City will determine compliance by evaluating customer service forms.

Penalty: One thousand dollars ($1,000.00) per month, should the number of verifiable service complaints, as determined by the City, be more than five (5) per month.

14.16 Management Personnel Retention

Contractor management personnel, as outlined in Section 6 are crucial to the day-to-day operations provided under this agreement. In order to minimize personnel turnover, the City is requiring named Agreement staff be dedicated solely to this project for the initial Agreement Term of not less than three (3) years.

Penalty: Ten thousand dollars ($10,000.00) if the named Project Manager as

outlined in Section 6, is removed by the Contractor without City's prior written consent.

14.17 Maintenance Certifications

Maintenance performed on those revenue vehicles associated with this agreement must be performed by mechanics possessing the proper training and certifications. City has outlined these requirements in Section 14.15. The City will monitor compliance through quarterly reviews.

Penalty: Five thousand dollars ($5,000.00) each quarter.

14.18 Uniforms

At all times while on duty, drivers will be well-groomed, clean, and in complete uniform as specified in Section 7.3.

Penalty: Forty dollars ($40.00) each occurrence.

14.19 Failure to Submit Data

The Contractor must submit monthly report data as defined in Section 10.

Penalty: Fifty dollars ($50.00) per day, for the failure to submit complete and accurate monthly report data on time.

15. Payment Schedule and Trip Reports

Contractor will invoice City on a monthly basis for services rendered. Contractor will deduct any farebox revenue from the monthly invoice to be submitted to City. The established fare for Burbank is one dollar per unlinked trip. Transfers from BurbankBus to Metro services are an additional $1.00. Transfers from Metro trains and buses are accepted by BurbankBus if the transfer occurs within the 2.5-hour "transfer window" (a fifty-cent transfer fee is charged and collected by Metro during travel aboard Metro services for transfers from Metro to non-Metro services). Fare collection to date occurs for less than one percent of total ridership. Said invoice will be issued after service for the month has been completed and prior to the tenth (10th) calendar day of the following month. The invoice must include:

1. Fares collected.
2. Route mileage report and number of trips made by each vehicle.
3. Number of passengers carried per trip and monthly average.
4. Actual vehicle service hours of operation by vehicle and route.
5. Number of wheelchair passengers by route.
6. Interruption of service, detailing cause or particulars including date and time that vehicle was out of service and time resumed on a given day.
7. Downtime analysis and service recap report.
8. Responses to all complaint/commendation forms filed with City and forwarded to Contractor during the month.
9. Accounting for fares collected.
10. Data collection, rideshare surveys, and report preparation for the National Transit Database as required by the Los Angeles County MTA.

Invoices will be sent in duplicate to City. City will pay Contractor monthly, within thirty (30) days from receipt of invoice and reports. Invoices will show any fares received as credit toward the balance

This information will be necessary to determine which adjustments, if any, have to be made to the BurbankBus service provided. It is imperative that drivers fulfill this requirement in an accurate and responsible manner. The City may, from time to time, require Contractor to provide other reports relating to operational performance.

16. Non-discrimination in Employment and Services

Contractor will not discriminate against any employee or person served on account of race, color, sex, sexual orientation, marital status, religious background, ancestry, national origin, or disability, in its performance of this Agreement. Upon receipt of evidence of such discrimination, City will have the right to terminate this Agreement.

17. Licenses

Contractor and his employees will hold, and provide copies of, valid permits, licenses, certificates and other documents as are required by the Federal, State, County, City and other governmental or regulatory bodies to legally engage in the services to be provided. Contractor must notify City of any suspension, termination, lapses, non-renewals or restrictions of required licenses, certificates, or other documents which may be cause for termination of the Agreement.

Contractor will be responsible for City licensing requirements, which include, but are not limited to, the following: Owners Permit License, Drivers Operating Permit, Business license and Vehicle license. Contractor will be responsible for payment of all related permit costs. City will provide vehicle registration and all required State and local vehicle permits for the City-owned vehicles.

18. Insurance and Indemnity

With respect to performance of work under this Agreement, Contractor will maintain, and will require all of its Subcontractors to maintain, during the life of this agreement, insurance as described below. All insurance policies will be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus lines company listed on the State of California Department of Insurance LASLI "list". Said policies will have a Best's rating of no less than A minus (A-).

18.1 Commercial General Liability and Property Damage: Contractor will maintain insurance for protection against all claims arising from injury to person or persons not in the employ of Contractor and against all claims resulting from damage to any property due to any act or omission of Contractor, its agents, or employees in the operation of the work or the execution of this agreement. Such insurance will include products/completed operations liability, Owner's and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. City will not be responsible for any increases in insurance costs incurred by Contractor (base terms as well as option years) of the agreement. The minimum will be as follows:

- General Liability in the amount of not less than **Five Million Dollars ($5,000,000)** combined single-limit for injuries, including accidental death and property damage on account of any one occurrence.

- The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact the claim may be asserted subsequent to the expiration of the policy.

18.2 Automobile Liability: Automobile Liability Insurance in an amount of not less than **Five Million Dollars ($5,000,000)** combined single-limit per occurrence for bodily injuries and property damage, including all owned, hired and non-owned vehicles. In addition to the Certificate of Insurance, a separate additional insured endorsement is required. The separate endorsement must be in a form acceptable to the City.

18.3 Automobile Physical Damage:
Contractor will provide vehicle physical damage coverage (Comprehensive and Collision) covering damage to the vehicles while being driven and while on the Contractors premises. Comprehensive covers losses caused by or resulting from damage from any cause except as otherwise excluded by Contractor insurance; and excluding terrorism, collision, upset, or overturn. Comprehensive coverage includes such perils as fire, lightning, explosion, theft, windstorm, hail, earthquake, flood, mischief, and vandalism. Collision covers losses caused by or resulting damage from collision with another object, upset, or overturn. The vehicle physical damage coverage will name the Client/vehicle owner as a loss payee, and will be primary and in no respect excess to, contributory to, or contingent upon any physical damage coverage carried by the Client/vehicle owner. Contractor will provide the Client/vehicle owner with a Certificate of Insurance showing compliance with the requirements of this paragraph. If there is a disagreement on the amount of a loss, Contractor or Client may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and his/her expenses, and bear the expenses of the umpire equally.

18.4 Workers' Compensation Insurance: Contractor will maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than $1,000,000 per incident. Such insurance will comply with all applicable state laws. Contractor will provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy(s) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents and employees. Contractor and its employees are independent Contractors and not employees of the City. Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. City will not be responsible for any increases in Workers' Compensation costs incurred by Contractor in any future scenario.

The insuring provisions, insofar as they may be judged to be against public policy, will be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

18.5 Crime/Fidelity Insurance: Contractor will maintain insurance protecting against crimes by officers or employees with limits of not less than $1,000,000 per incident.

18.6 Additional Insured. The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name, the City of Burbank, its officers, appointed and elected

officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Agreement. The coverage will (a) be primary with respect to any insurance or self-insurance programs maintained by the City of Burbank (b) will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain standard cross-liability provisions. Such additional insured endorsements maintained by Contractor and its Subcontractors will not be required to provide coverage to the City of Burbank for the active negligence of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, will be furnished to the respective public entity by the successful Contractor. Certificates of Insurance and endorsements are subject to the approval of the Burbank City Attorney's Office.

Indemnification. Contractor will indemnify, defend, and save harmless the City of Burbank, its officers, officials, agents, and employees, from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the agreement, including delivery and unloading of supplies and equipment, regardless of the passive, concurrent negligence on the part of the City of Burbank, or anyone acting under its direction or control or on its behalf. If judgement is entered against Contractor and the City by a court of competent jurisdiction because of concurrent active negligence of the City, Contractor and City agree that liability will be apportioned as determined by the court.

Contractor acknowledges that the duty to defend will apply whether or not such claims, allegations, lawsuits or other proceedings have merit or are meritless, or which involve claims or allegations that any or all of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury related to, connected with, or arising from or connected with Contractor's performance of the agreement.

Certificates and endorsements are to be received and approved by the City before work commences. Should Contractor cease to have insurance as required during the final agreement period, all work by Contractor pursuant to this Agreement will cease until insurance acceptable to the City is provided.

18.7 The City acknowledges that Contractor provides a self-insurance program. The City has reviewed and approves of Contractor's self-insurance program.

Original insurance certificates and endorsements are to be delivered to:

City of Burbank
Financial Services Department
Purchasing Division
301 E. Olive Avenue, Suite 305
Burbank, CA 91502

19. Failure to Procure Insurance

Failure on the part of Contractor to procure or maintain required insurance will constitute a material breach of agreement upon which City may immediately terminate or suspend the Agreement or, at its discretion, procure or renew such insurance and pay any and all

premiums in connection therewith, and all monies so paid by City will be repaid by Contractor to City upon demand or City may offset the cost of the premium against any monies due to Contractor from City. In addition, over and above the cost of the premium, fees reflective of City's cost in obtaining the insurance (salaries, benefits, and overhead) will be charged to Contractor.

20. Records and Audits

A. Contractor will maintain financial records and reports relating to funds received under the Agreement.
B. Contractor will maintain books, records, documents, and other accounting procedures and practices which reflect all costs of any nature expended in the performance of the Agreement.
C. These records will be subject to audit or inspection by duly authorized City, County, State or Federal personnel.
D. Contractor will maintain all books, records and other documents relative to the Agreement for three (3) years after final payment or audit by a State or Federal agency or five (5) years without a State or Federal audit.
E. All financial records directly related to the work performed under the Agreement will be made available to City upon request.

21. Assignment and Subcontractors

Contractor's status as the current operator in good standing of the City of Burbank's transit services is a material element of this Agreement. Neither the Agreement nor any interest therein may be assigned by Contractor, either voluntarily or by operation of law, nor may all or substantially all of the Agreement be further subcontracted by Contractor without the prior written consent of City. Penalty or possible termination may result for failing to procure written approval from City. No such consent will be deemed to relieve Contractor of its obligations to comply fully with the requirements in the Agreement.

22. Termination or Suspension of Agreement by City

The following are considered grounds for termination of the Agreement by the City:

A. Bankruptcy of Contractor or assignment of the Agreement for the benefit of its creditors.

B. Failure or refusal of Contractor (upon written warning by the City) to perform the service or provide required information in a satisfactory manner.

C. Failure or refusal of Contractor to comply with the instructions of City or with applicable Federal, State and local governing laws or codes. (Contractor is to be particularly aware of the State of California Administrative Code, Title 13, Motor Vehicles, published by State of California, Office of Administrative Procedures, Department of General Services and the California Vehicle Code.)

D. Upon determination by City that Contractor has not complied with the terms ofthe agreement, City will notify Contractor of such non-compliance and provide Contractor with a period not less than thirty (30) days to cure any default in the terms of this Agreement. In the event that Contractor does not cure the default noticed by City, City has the right to terminate this Agreement 30 days after the notice of non-compliance is issued, unless a shorter time period is mutually agreeable to both parties.

Failure of City to exercise its right to terminate or impose liquidated damages in

one or more instances does not amount to a waiver of City's right to terminate or impose liquidated damages for any future violations of the terms and conditions of agreement.

E. Failure by Contractor to perform any of its obligations under the Agreement will not constitute a breach of the Agreement if such failure is due to a cause beyond its control, including, but not limited to, any incidence of fire or flood; strike, labor dispute and/or labor work stoppages; pandemic or declared emergency; acts of God, acts of the government, war or civil disorder, violence or the threat thereof, commandeering of material, products, and plants or facilities by the government, and fuel shortages. If Contractor is excused from performing its obligations hereunder for any of the foregoing reasons for a period of thirty (30) days or longer, City will have the right to immediately terminate the Agreement.

F. City may terminate this Agreement upon 60 calendar days' written notice for good cause, including but not limited to, the City Council deciding not to appropriate funds for the fixed-route transit program through the annual budget process, the City Council desiring to make programmatic changes to the fixed-route transit program that changes in the manner in which the City provides services, or the City Council wishing to provide another type of transit service other than traditional fixed-route service.

23. Termination of Agreement for Cause by Contractor

In the event the provisions of this Agreement are violated by the City, Contractor may serve written notice upon the City identifying the violation. If the City does not remedy the violation in 30 days of the receipt of the written notice, Contractor may terminate this Agreement by serving the City with 90 days written notice of termination; provided, however, that if the breach in the 30 days notice cannot be completely cured within 30 days, no default will occur and Contractor may not terminate this Agreement if the City begins curative action within the 30 days time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

24. This section has been intentionally deleted.

25. General Personnel Provisions.

A. Contractor will be solely responsible for the satisfactory work performed of all its employees.

All Contractor personnel will maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness or the use of profanity will not be tolerated and will be grounds for immediate removal of the offending employee from performing work.

B. Contractor will be responsible for payment, including any benefits, of all employees and subcontractors.

C. Contractor will hold harmless the City of Burbank from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

D. The City will be notified of new hires and reassignments of project management personnel and a list of current personnel will be maintained by contractor.

E. Contractor management personnel will report all passenger complaints and/or any operational problems to the City within 24 hours, or as soon thereafter as possible.

F. Contractor will fully investigate all requests and complaints received by Contractor or City and return the results of the investigation to the City and the complainant within five (5) days of receipt of such request or complaint. Contractor's failure to respond to a complaint or written request on time, unless otherwise agreed to by the City, will result in a penalty to Contractor of twenty-five dollars ($25) per occurrence.

G. Drivers and dispatchers will accurately complete and submit daily operating reports and any other data requested by the City.

26. Vehicle Failure

In the event of a vehicle failure while in service, Contractor will deploy a vehicle, immediately upon notification, to replace the failed vehicle. Contractor will notify City within 15 minutes, in the event a vehicle fails while in service, or traveling to or from the service area. Failures occurring after 5:30 p.m. on a service day will be reported by 7:15 a.m. the following service day.

27. Changes in Operations

Contractor will participate with City in the design and implementation of any reasonable changes in the BurbankBus operating characteristics. Also, Contractor will be requested to inform City of any observations Contractor may have regarding modifications to the service--routing, scheduling, marketing, etc. for purposes of enhancing the BurbankBus.

28. Signage

Drivers of the City-provided vehicles will be responsible for overhead marquee displaying appropriate route name. City will provide all interior window and exterior signage on all vehicles. Contractor will display required signage (route name) in plain view, in the vehicles provided by Contractor.

29. Confidentiality

Contractor agrees to maintain the confidentiality of its records in accordance with all applicable records and information. Contractor will require its officers, employees and agents providing services hereunder, to acknowledge in writing, understanding of an agreement to comply with said confidentiality provisions.

30. Notices

For the purposes of notifying or contacting the other party for any matter concerning this Agreement, Contractor and City will place the notice in the United States mail, first class postage fully prepaid, addressed as follows:

City
David Kriske, Assistant Director
Community Development Department
City of Burbank
P.O. Box 6459
Burbank, CA 91510-6459

Contractor

Copies to:
Adam Emmer, Transportation Services Manager
Community Development Department
City of Burbank
P.O. Box 6459
Burbank, CA 91510-6459

31. General Performance Standards

Vehicles will be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public. Service will be provided as scheduled for according to any adjusted schedule established by City.

32. Federal Requirements

Contractor will comply with all Federal requirements noted in Exhibit A to this Agreement.

33. Interpretation

The interpretation of this Agreement will be governed by the laws of the State of California. All headings in this Agreement are only for convenience and reference. They are not intended to define or limit the scope of any provision.

34. Independent Contractor Status

This Agreement will be by and between City and Contractor and will not be intended, and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between City and Contractor.

35. Conflict of Interest

Contractor represents and warrants that no officers or employee of Contractor is currently an officer of City and no City employee has or will have any direct or indirect financial interest in this Agreement.

36. Entire Agreement

This Agreement represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior and current communications, negotiations, understandings, promises and agreements, either oral or written.

IN WITNESS WHEREOF, CITY AND CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives on this 1st day of April, 2021.

"CITY"

CITY OF BURBANK, a municipal Corporation

Signature

Justin Hess
City Manager

Approved as to Form:

"CONTRACTOR"

MV PUBLIC TRANSPORTATION, INC.

Signature

Mark Collins
Name (Please Print)

President | COO
Title

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

Signature

Maria Graul
Name (Please Print)

Executive Vice President and CFO
Title

Approved as to Form

By: _____
Signature

Joseph H. McDougall
Chief Assistant City Attorney

ATTEST:
Office of the City Clerk

Zizette Mullins, MMC, City Clerk

Bond #9367934
Premium: $3,024.00

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we, MV Public Transportation, Inc., as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound to the City of Burbank in the sum of Three Hundred Ninety Five Thousand * **00/100 Dollars ($** 395,272.00**)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Burbank for the **TRANSIT OPERATIONS AND MAINTENANCE SERVICES,** and to which reference is hereby made for all particulars, and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Principal as Contractor under said Contract fails to perform all of the covenants, terms, conditions and stipulations of said Contract on its part to be done and performed at the times and in the manner specified therein, or if all materials used and workmanship employed in the performance of the Contract shall not be free from defects, or if any defects should appear therein within a period of one year from the date of acceptance by the City, the work under the Contract and the said Principal and Contractor shall fail to repair, replace and correct such defects at his or its own cost and expense and to the satisfaction of the Engineer within thirty (30) days after notice thereof by the City, said Principal and Surety will pay the City of Burbank the amount of all its loss, cost, expense, damages and liability on account of any and all of the foregoing, not exceeding, however, the sum set forth above, and in case suit is brought upon this bond said Surety shall also pay a reasonable attorney's fee to be fixed by the court.

The said Principal and Surety agree that any change, extension of time, alterations or additions to said Contract or work or materials required thereunder shall not in any manner release either the Principal or the Surety from the obligations of this bond; and said Surety hereby waives notice of any such change, extension of time, alteration or additions to said Contract or performance required thereunder.

* Two Hundred Seventy Two Dollars

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this 1st day of April, 20 21.

Fidelity and Deposit Company of Maryland	MV Public Transportation, Inc.
Surety	Principal
By David Weise	By
David Weise, Attorney In Fact	Marie Grau, EVP & CFO
Print Name/Title	Print Name/Title
1299 Zurich Way, 5th Floor	
Address	
Schaumburg, IL 60196	
(206) 346-2615	
Telephone Number	
(n/a)	
Fax Number	

APPROVED AS TO FORM this 14 day of April, 2021.
Office of the City Attorney

By: _____

Joseph H. McDougall
Chief Assistant City Attorney

Name: _____

Title: _____

Not withstanding the provisions of the contract, this bond is for the one year term beginning April 1, 2021 and ending April 1, 2022. The bond may be extended for additional terms at the option of the Surety by Continuation Certificate executed by the Surety. Neither non-renewal by the Surety nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

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 Sacramento)

On 04/01/2021 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

personally appeared David Weise,
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.

NICKI MOON
Notary Public - California
Sacramento County
Commission # 2352220
My Comm. Expires Mar 26, 2025

Signature Nicki Moon (Seal)

State of Iowa

County of Shelby

Before me, on this day personally appeared Maria Graul, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of April, 2021.

Brandi LaFoy

Notary Public Signature

NOTARIAL SEAL IOWA

Brandi LaFoy
Commission Number 769835
My Commission Expires
September 26, 2023

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Nicki MOON, Rosalie A. MISZKIEL, David WEISE, Lynn Ellen PATTON and Tina SALAS, all of Rancho Cordova, California**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of April, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

PAYMENT BOND

Bond #9367934
Premium included in
Performance Bond

KNOW ALL MEN BY THESE PRESENTS,

That we, MV Public Transportation, Inc., as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto City of Burbank hereinafter called "OWNER," in the sum of Three Hundred Ninety Five * **and 00/100 Dollars ($ **),** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Burbank for the **TRANSIT OPERATIONS AND MAINTENANCE SERVICES** and to which reference is hereby made for all particulars, and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

* Thousand Two Hundred Seventy Two Dollars
* $395,272.00

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this 1st day of April, 2021.

Fidelity and Deposit Company of Maryland	MV Public Transportation, Inc.
Surety	Principal
By: David Weise	By: Maria Graul
David Weise, Attorney In Fact	Maria Graul, EVP & CFO
Print Name/Title	Print Name/Title
1299 Zurich Way, 5th Floor	
Address	
Schaumburg, IL 60196	
(206) 346-2615	
Telephone Number	
(n/a)	
FAX Telephone Number	

APPROVED AS TO FORM this 14 day of April, 2021.
Office of the City Attorney

By: Joseph H. McDougall
Chief Assistant City Attorney

Name: _____

Title: _____

Not withstanding the provisions of the contract, this bond is for the one year term beginning April 1,2021 and ending April 1, 2022. The bond may be extended for additional terms at the option of the Surety by Continuation Certificate executed by the Surety. Neither non-renewal by the Surety nor failure , nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

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 Sacramento)

On 04/01/2021 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

personally appeared David Weise,
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.

NICKI MOON
Notary Public - California
Sacramento County
Commission # 2352220
My Comm. Expires Mar 26, 2025

Signature Nicki Moon (Seal)

State of Iowa

County of Shelby

Before me, on this day personally appeared Marie Graul, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of April, 2021.

Notary Public Signature

NOTARIAL SEAL IOWA

Brandi LaFoy
Commission Number 769835
My Commission Expires
September 26, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of April, 2021.







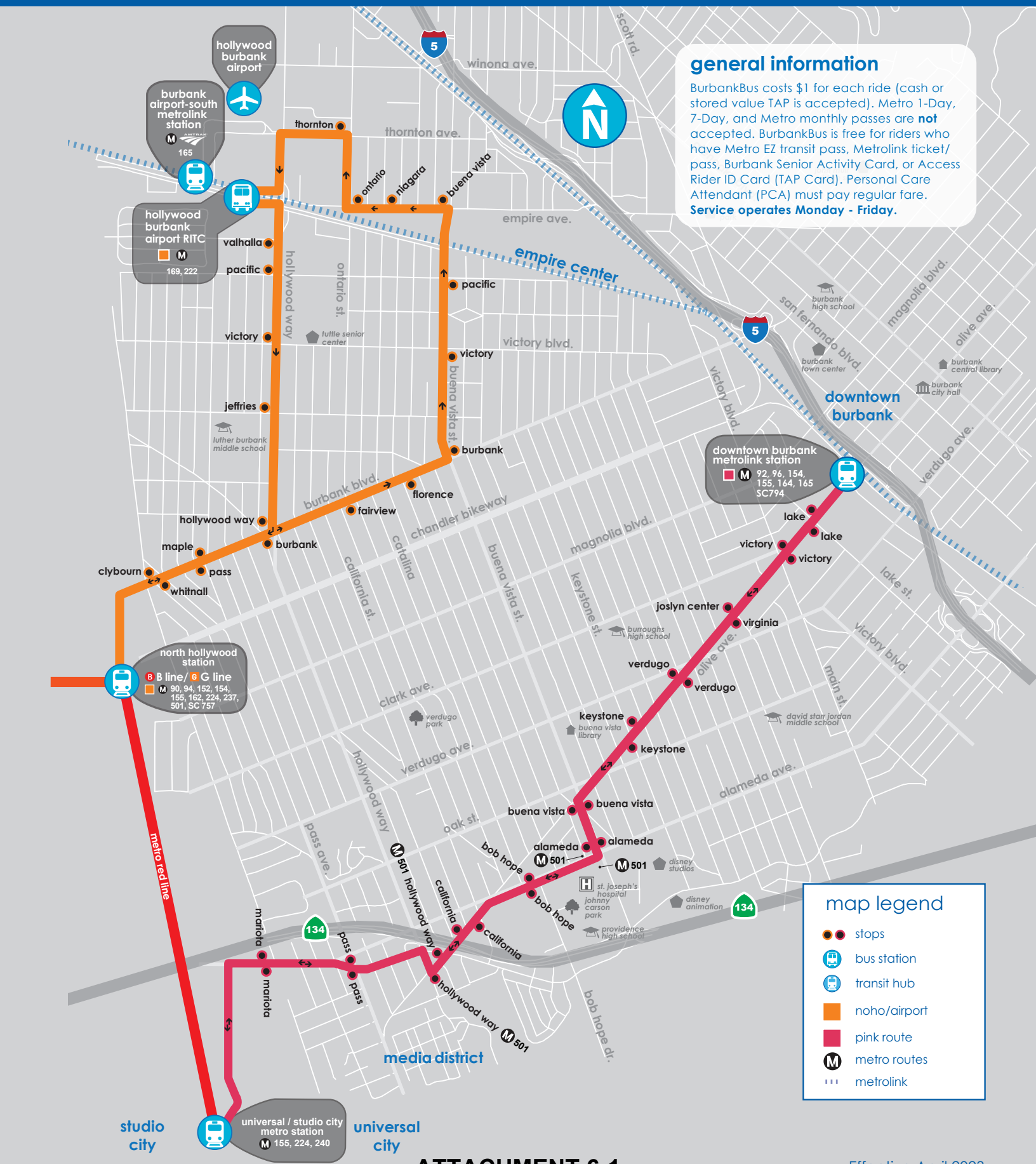
Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

burbankbus



ATTACHMENT 6-1

Effective April 2023

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: February 10, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Asst. Community Development Director – Planning
Scott Plambaeck, Planning Manager
Amanda Landry, Principal Planner
BY: Eduardo Rendon, Assistant Planner

SUBJECT: Adoption of a Resolution Designating the House at 1515 East Alameda Avenue as a Historic Resource

RECOMMENDATION

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) (Attachment 1).

BACKGROUND

The City of Burbank Historic Resources Management Ordinance includes a process for designating Historic Resources that meet one or more of the criteria provided in Burbank Municipal Code (BMC) Section 10-1-926. In short, a building may be designated as a Historic Resource if it is of unique value to Burbank's history or serves as a representative example of a particular architectural style or building type.

The owner of 1515 East Alameda Avenue, Patricia Tomaszewski (Applicant), submitted a request to designate the exterior of the house on the subject property as a Historic Resource (Project) in accordance with BMC § 10-1-927 (Designation). On September 4, 2025, at a public meeting, the Heritage Commission considered a report detailing the proposed designation (Attachment 2) and adopted a Resolution recommending the City Council adopt a Resolution to designate the residential building at 1515 East Alameda Avenue as a Historic Resource. As outlined in this report and detailed in Attachment 2,

staff assesses that the Project satisfies the criteria for approval of a Designated Historic Resource. Therefore, staff recommends that Council approve the Resolution for the designation of a historic resource for 1515 East Alameda Avenue.

DISCUSSION

The subject house at 1515 East Alameda Avenue (Los Angeles County Assessor's No. 5620-005-070) is a one-story 1,348-square-foot, Craftsman style, single-family residence constructed in 1923. The house exhibits character-defining features including a rectilinear, horizontally oriented, asymmetrical floor plan with low-slung, grounded massing, and a large covered concrete porch that extends as a porte-cochere over the driveway. The porch and porte-cochere are supported by triple-square wooden posts set atop tapered river rock piers capped with concrete, a detail typical of the Craftsman style's focus on blending with the natural landscape, as well as the essential aspects of integrity attributed to the historical period, including the massing and composition, door and window details, wood and river rock materials, and distinct porch and attached porte-cochere. The house was constructed during the Residential Development Boom period of 1912-1928. Homes constructed during this period were often built for working and middle-class families and located outside of the downtown core at the northeast and southwest side of the city.



Primary (West) Elevation (12/10/25)

The Project appears to contain most if not all the original exterior features of the house. The design and material of all building features are period appropriate. Minor alterations appear to have been made to the non-publicly visible rear elevation, and to convert one secondary door on the north elevation to a window. However, these alterations were consistent with the Secretary of the Interior's Standards for Rehabilitation, and the original

shape of the door has been maintained and represented using wooden trim materials. All deteriorated features were previously restored using period-appropriate applications and materials and there is no evidence of non-original work.

Criteria for Designation

To recommend designation as a Historic Resource, Council must find that one or more of the criteria listed in BMC § 10-1-926 have been satisfied. Based on the information available, staff believes that the single-family residence at 1515 East Alameda Avenue satisfies the following criteria and is eligible for designation as a Historic Resource under BMC § 10-1-926(C), which states:

> "[The property] embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values."

The house retains a high degree of integrity of location, design, materials, workmanship, feeling, and association from its period of significance. Its original massing, rectilinear and asymmetrical floor plan, and low-slung horizontal orientation remain intact, as do key original materials such as wood and river rock. The continued presence of the original covered concrete porch and attached porte-cochere reinforces the building's historic design and workmanship, while the use of natural materials maintains the property's historic feeling and association with early twentieth-century Craftsman-era residential development. As a result, the property remains a representative example of middle-class single-family housing from the Residential Development Boom (1912–1928) and retains sufficient integrity to qualify for landmark designation under the applicable criterion. The building retains sufficient original character-defining features and demonstrates a high level of architectural integrity.

Results of Designation

If designated as a Historic Resource, a covenant would be recorded specifying those structures and elements that have been designated as having historic merit. Landscaping, other structures on the property, or inside the property would be excluded from the designation. The covenant may not be removed unless authorized by the City Council.

Any proposed future modifications or additions to the exterior of the structure, or demolition of the structure must be reviewed by the Heritage Commission. The Commission must approve a *"Permit to Alter a Designated Historic Resource"* for proposed work to proceed, and no building permits may be issued unless the Commission finds that the work will not significantly alter the value or significance of the Historic Resource. The Commission is authorized to grant exceptions to this requirement only upon a finding of economic hardship or to protect public health and safety.

Consistency with the General Plan

The proposed designation is consistent with Policy 3.10 of the *Burbank2035* Land Use Element, which aims to "…preserve historic resources, buildings, and sites, including those owned by private parties..."

Heritage Commission Review

As required by BMC § 10-1-927(C), the Commission considered the application for Historic Resource designation on September 4, 2025, and voted 4-0, with one absence to recommend that Council approve the requested designation (Attachment 3).

COMMUNITY OUTREACH

The BMC does not require community outreach for the designation of a single property, because it has no impact on other properties. The proposed designation was agendized as part of a regular, public meeting of the Heritage Commission on September 4, 2025. No public comments were submitted regarding the Project.

ENVIRONMENTAL REVIEW

The proposed designation has been evaluated under the California Environmental Quality Act (CEQA) and is exempt from further CEQA review pursuant to CEQA Guidelines § 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment and there are no unusual circumstances that would preclude the use of this exemption. Additionally, the documents and other materials that constitute the record of proceedings related to the designation, upon which the decision to recommend approval of the proposed Resolution, qualifies for a commonsense exemption under CEQA or in the alternative, is not a "project" subject to CEQA review, and therefore requires no further evaluation.

FISCAL IMPACT

Adoption of the Resolution would have no direct fiscal impact on the City. If future improvements are made on the property, staff time would be required to process the application for a Permit to Alter a Designated Historic Resource, including presenting the matter to the Commission for consideration. If designated, the property would become eligible to apply for a Mills Act Contract, at which time staff would analyze the request for a potential fiscal impact due to a reduction in property tax.

CONCLUSION

The property at 1515 East Alameda Avenue is a significant and tangible intact example of a Craftsman architectural style, single-family residence constructed during the Residential Development Boom of 1912-1928. Designation of the house at the subject property ensures that a well maintained, rare example of Burbank's history is preserved and protected in the future.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Heritage Commission Report with Attachments Dated September 4, 2025
Attachment 3 – Heritage Commission Minutes for the September 4, 2025 Meeting
Correspondences

RESOLUTION NO._____

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)

(PROJECT NUMBER 24-0000695, DESIGNATION OF A HISTORIC RESOURCE)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Heritage Commission of the City of Burbank at its regular public meeting of September 4, 2025, considered Project No. 24-0000695, a request by Patricia Tomaszewski, owner of 1515 East Alameda Avenue, to designate the exterior the house on the property as a Historic Resource in accordance with Burbank Municipal Code (BMC) Section 10-1-925, et seq.

B. Said meeting was properly held in accordance with the provisions of Section 10-1-927(C).

C. The Heritage Commission determined that the house at 1515 East Alameda Avenue satisfies BMC Section 10-1-926(C) to be approved as a Designated Historic Resource because it embodies the distinctive characteristics of a type, period, region, or method of construction.

D. The Heritage Commission recommended the City Council approve Project No. 24-0000695, an application to designate the house at 1515 East Alameda Avenue as a Historic Resource as described above and in the Heritage Commission Staff Report dated September 4, 2025.

E. On February 10, 2026, the City Council at its regular meeting, held a public hearing on Project No. 24-0000695, an application to designate a historic resource at 1515 East Alameda Avenue.

F. Said hearing was property noticed in accordance with the provisions of BMC Section 10-1-1994.

G. The City Council considered the report and recommendations of the City Planner, the action and recommendations of the Heritage Commission as evidenced by its Resolution _____, and the evidence and testimony presented at such hearing.

H. The Council has determined that the house at 1515 East Alameda Avenue satisfies BMC Section 10-1-926(C) because it embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.

I. The proposed designation was evaluated under the California Environmental Quality Act (CEQA) and the designation is exempt from further CEQA review pursuant to CEQA Guidelines Section 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment and there are no unusual circumstances that would preclude the use of this exemption.

J. The documents and other materials that constitute the record of proceedings, upon which the decision to recommend approval of the proposed Resolution, including the designation of a historic resource (Project No. 24-0000695) and associated environmental assessment that the project qualifies for a common sense exemption under CEQA or in the alternative, is not a "project" subject to CEQA review, is located in the Planning Division of the City of Burbank and the custodian of record is the City Planner.

THE COUNCIL OF THE CITY OF BURBANK RESOVLES:

1. The findings above are true and correct, and incorporated herein.

2. Project No. 24-0000695, an application to designate the house at 1515 East Alameda Avenue as a Historic Resource as described above and in the Heritage Commission Staff Report dated September 4, 2025, and as reflected in the Council's February 10, 2026, Staff Report hereto, is approved.

3. The City Council's approval of the Project, which designates it a Historic Resource, is based on the Council's determination that it satisfies the following criteria for approval as a Designated Historic Resource as provided in BMC Section 10-1-926:

> *C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.*

The house is an intact example of a Craftsman architectural style single-family residence constructed during the Residential Development Boom period of 1912-1928.

4. The City Council's approval of the Project has been evaluated under the California Environmental Quality Act (CEQA) and is exempt from further CEQA review pursuant to CEQA Guidelines Section 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment and there are no unusual circumstances that would preclude the use of this exemption. Additionally, the documents and other materials that constitute the record of proceedings related to the designation, upon which the decision was made to recommend approval of the proposed Resolution, qualifies for a commonsense exemption under CEQA or in the alternative, is not a "project" subject to CEQA review, and therefore requires no further evaluation.

5. The City Council authorizes any change deemed necessary by the City Attorney to the Resolution to maintain consistency with applicable State laws and City regulations and procedures.

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:_____
Jill Vander Borght
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 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

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: September 4, 2025

TO: Heritage Commission

FROM: Fred Ramirez, Assistant Community Development Director
BY: Amanda Landry, Principal Planner

SUBJECT: **PROJECT NO. 24-0000695, AN APPLICATION FOR DESIGNATION OF 1515 EAST ALAMEDA AVENUE AS A HISTORIC RESOURCE**

RECOMMENDATION

Adopt A RESOLUTION OF THE HERITAGE COMMISSION OF THE CITY OF BURBANK RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK TO DESIGNATE THE HOUSE AT 1515 EAST ALAMEDA AVENUE AS A HISTORIC RESOURCE.

EXECUTIVE SUMMARY

Patricia Tomaszewkski (Applicant), owner of the house at 1515 East Alameda Avenue (Resource), applied to designate the house's exterior as a Historic Resource (Project) pursuant to Burbank Municipal Code (BMC) Section 10-1-927(B). On June 12, 2025, the Community Development Department provided notice to the Applicant that the Resource was deemed eligible for designation under BMC Section 10-1-926(C), and thereby identified as an Eligible Historic Resource under BMC Section 10-1-927(A)(4) (Exhibit D).

This report outlines staff's assessment that the Project satisfies criteria for approval as a Designated Historic Resource. Therefore, staff recommends the Heritage Commission (Commission) adopt a Resolution (Exhibit A) determining that the Resource meets one or more of the criteria for approval as a Designated Historic Resource and, recommending to the City Council that the Project be approved.

ARCHITECTURAL DESCRIPTION

Property Data

- Address: 1515 East Alameda Avenue, Burbank, CA 91501
- Location: West side of East Alameda Avenue, between South Sunset Canyon Drive and South Bel Aire Drive
- Date of Construction: 1923 (Source: County Assessor)
- Original Architect: Unknown
- Original Owner/Builder: Jarvis C. and Ina C. Buxton
- Original / Present Use: Single-family Residence
- Property Size: approx. 13,777 square-feet (Source: County Assessor)
- Building Size: 1,348 square-feet (Source: County Assessor)

The Site and Surrounding Context:

The Project site is a rectangular shaped 13,777 square-foot lot on the west side of East Alameda Avenue, between South Sunset Canyon Drive and North Bel Aire Drive, in the Burbank Hillside Area, near the Burbank/Glendale border. The Project site is larger than adjacent properties, which include one- and two-story single-family residences constructed at various periods and in various architectural styles. The house is setback approximately 30 feet from the front property line, consistent with most other houses on the block, and a detached one-story garage is located at the north corner of the rear of the property. A driveway along the northern property line leads from the street, under the attached porte-cochere, to the detached garage. Three of the house's elevations and the garage are visible from the street, while the rear of the house is not publicly visible. The block of East Alameda Ave is characterized by the presence of mature street trees lining the entire block face on both sides of the street.

Exterior Features of the House:

The one-story, 1,348 square-foot house was built in 1923 in the Craftsman Style and exhibits many of its character defining features, including a rectilinear, horizontally oriented and asymmetrical floor plan, with low-sung and grounded massing, typical of the Craftsman Style's focus of blending in with the natural landscaping. The house has a prominent cross-gabled roof with broad exaggerated eave overhangs that are deeply flared/rounded, also a common Craftsman Style detail. The roof is clad with asphalt shingles with high dimensionality. Though most likely originally constructed with wooden roofing shingles, the City of Burbank has banned wood roofing material as a highly flammable public health and safety standard.

Consistent with the Craftsman Style, the design includes a large, covered concrete porch that extends as a porte-cochere over the driveway. The porch and porte-cochere are supported by triple-square wooden posts set atop tapered river rock piers topped with a concrete cap. The river rock is a significant character-defining feature that also reinforces

the Craftsman focus on connecting to nature. The exposed foundation shows both river rock and concrete, which is also typical of the style and era. The foundation appears to have been reinforced with additional concrete over time, which is a typical approach when seismically retrofitting older structures from the same era.

The exterior of the building is clad in narrow horizontal wood-lap siding, painted a bold olive-green color with wide, flat trim boards painted in a contrasting purple color, to accentuate the original wood windows. Consistent with the Craftsman Style, the house features recessed wood-framed single and double-hung window groupings with multiple true-divided vertical lites (panes of glass) over a single pane. The framing and casing of the window consists of substantial wood trim with projecting wood sills. Notably, the house features a large tri-partite window grouping on the street-facing elevation, next to the front door and under the front porch, and another larger combination window consisting of four adjacent single-hung windows on the north elevation, facing the driveway. The front door is a wide, wood framed multi-lite wooden door, flanked by two wooden side-lites with fixed bottom panels.

The detached garage was a later addition and was built by the second owner, Robert V. Burden in the late 1940s. The garage has been altered over time, including replacement of the garage door with a metal horizontal panel flip-up door, and stucco cladding. However, it includes original wood windows consistent with the primary structure.

Documented Changes to the Property

The Resource appears to contain most if not all the original exterior features of the house. The design and material of all building features are period appropriate. Minor alterations appear to have been made to the non-publicly visible rear elevation, and to convert one secondary door on the north elevation to a window. However, these alterations were done consistent with the Secretary of the Interior's Standards for Rehabilitation, and the original shape of the door has been maintained and represented using wooden trim materials. The Applicant has noted that any deteriorated features were previously restored using period appropriate materials and techniques.

Current Conditions, Use, and Proposed Plans

The exterior of the building appears to be in good condition and has been well maintained, although repairs and restoration are needed to further address deteriorating and exposed areas of the foundation, and the driveway, which may be a trip hazard for future owners. In addition, the landscaping needs to be revitalized to withstand climate change. The Project site is still used as a single-family residence and the Applicant will apply for the Mills Act Program to continue restoration efforts if the Resource is designated.

Historic Overview

Residential Development Boom in Burbank (1912-1928)

Burbank experienced a period of tremendous growth after its incorporation in 1911. At incorporation, it was primarily a farming town with a population centered near the downtown core. It began to expand outside of its core as numerous manufacturing companies established plants in Burbank starting in the late 1910s, which led to the creation of small residential developments, of primarily single-family residences, at the northeast and southwest sides of the city. The establishment of a motion picture studio (Warner Brothers) and aircraft manufacturing plant (Lockheed) during the late 1920s set the stage for further residential and commercial development; however, the start of the Great Depression in 1929 put an end to the boom period.

Craftsman Style

The Craftsman Style is discussed the 2009 Burbank Citywide Historic Context Report (Context Report at Exhibit E), which documents the history of Burbank's built environment and identifies periods of significance over the course of Burbank's history, serving as the basis for a determination of resource eligibility. The Context Report states that the style was inspired by the work of two California brothers Charles Sumner and Henry Mather Greene during the early 1900s. While the designs of Greene and Greene were typically large and intricately detailed homes for wealthy clients, a simpler middle-class version of the Craftsman home surfaced in about 1910 and quickly became the most popular building style in southern California in the early part of the twentieth century. This was also true in Burbank, where it was commonly used in the design of single and multi-family residences constructed during the 1910s through the late 1920s.

The Context Report identifies that character-defining features of the Craftsman Style, can include:

- Rectangular or square floor plan
- Moderate to low pitched gabled roofs with oversized eaves with exposed rafters
- Wood shingle or horizontal siding
- Wood main entry door with beveled lights
- Wood sash windows mullions on upper sash
- Stucco clad, stone or brick porch piers

The Context Report specifies that eligibility for individual designation requires a resource retain its original location and most of its original materials, design, workmanship, and setting. Property must be an excellent example of its type, period and/or style as compared with similar properties within the same context to be individually significant.

ANALYSIS

Minimum Eligibility Requirements:

According to the 2009 Context Report, minimum eligibility requirements to satisfy designation criteria for properties built during the Residential Development Boom (1912-1928) period are:

> 1.The property needs to maintain its original location, setting, materials, design, and workmanship.
>
> 2.For the property to be individually significant, it must be an excellent example as compared to other similar properties within its period or style. It may also contribute to a historic district if it retains the majority of its original character defining features.

Criteria for Designation

To recommend designation as a Historic Resource, the Commission and the City Council must find that one or more of the criteria listed in BMC Section 10-1-926 have been satisfied. Based on the information available, staff believes that the Project satisfies the following criteria:

> It embodies distinctive characteristics of a style, type, period, design ideology, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship.

The single-family residence at 1515 East Alameda Avenue is eligible for designation as a Historic Resource under BMC Section 10-1-926, subdivision (C), which states:

> [The property] embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.

To qualify under subdivision (C), a property would need to display most of the character-defining features of its style. It must retain high integrity of design, materials and workmanship that convey its period of construction. While most buildings undergo alteration over time, these alterations should not significantly change the historic appearance of the building.

Staff believes that the Project meets these eligibility qualifications. The building retains a high level of architectural integrity (its ability to demonstrate why it is significant) through its location, design, setting, materials, workmanship and feeling, as follows:

- Location: The building and other site features are in the original locations.
- Setting: The large lot and single-family neighborhood are intact.

- Materials: The building retains many of its original exterior materials. The building is a wood-framed structure with wood cladding, wood windows and doors, and retains its original river rock porch and porte-cochere piers.
- Design: The building retains the majority of its form, plan, space, structure, and style, including a one-story asymmetrical plan, porte-cochere, and additional design features specific to the architectural style such as windows and door groupings and openings.
- Workmanship: The building retains the majority of its exterior materials and features that reflect the craftsmanship of the 1920s single-family design and construction, and therefore retains integrity of workmanship. The house retains important details, such as the river rock porch piers, that are evocative of the Craftsman Style.
- Feeling: The property clearly expresses the characteristics of a 1920s Craftsman Style home and the connection to nature it is intended to evoke.
- Association: The Resource at 1515 East Alameda Avenue retains integrity of location, design, setting, materials, workmanship and feeling, and therefore continues to convey its association with the early 1920s and Craftsman architectural style.

Based on the above, the Resource at 1515 East Alameda Avenue is significant because it is an intact example of a Craftsman style single-family residence and retains sufficient integrity to qualify for designation under BMC 10-1-926(C). The building retains all its original character-defining features, including the massing and composition, door and window details, wood and river rock materials, and distinct porch and attached porte-cochere.

Results of Designation

If the Commission recommends approval of the application and the City Council subsequently designates a Historic Resource, the BMC requires that a covenant be recorded specifying those structures and elements that have been designated as having historic merit. In this case, only the house is of historic significance; the land is not historically significant. Only the exterior of the house is proposed for designation; the interiors, all landscaping, and any other structures on the property are excluded. The covenant is binding upon all future owners and may not be removed unless authorized by the City Council.

Proposed modifications or additions to the exterior of the structures, or demolition, must be reviewed by the Commission. The Commission must approve a “Permit to Alter a Designated Historic Resource” for any future work to proceed, and no building permits may be issued unless the Commission finds that it will not significantly alter the value or significance of the Historic Resource. The Commission may grant exceptions to this requirement upon a finding of economic hardship or to protect public health and safety.

Consistency with the General Plan

The proposed designation is consistent with Policy 3.10 of the Land Use Element in Burbank2035, to "preserve historic resources, buildings, and sites, including those owned by private parties and government agencies, including the City of Burbank[, and to] alter such resources only as necessary to meet contemporary needs and in a manner that does not affect the historic integrity of the resource."

ENVIRONMENTAL REVIEW

The proposed Project has been evaluated under CEQA and requires no further CEQA review. The Project is exempt from further CEQA review pursuant to CEQA Guidelines Section 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment such as the designation of historic sources. Additionally, the documents and other materials that constitute the record of proceedings related to the Designation, upon which the decision to recommend approval of the proposed Resolution, qualifies for a commonsense exemption under CEQA or in the alternative, is not a "project" subject to CEQA review, and therefore requires no further evaluation. Further, there are no unusual circumstances to preclude the use of this exemption.

CONCLUSION

The house at 1515 East Alameda Avenue qualifies for designation as a Historic Resource under BMC 10-1-926(C) as it embodies the distinctive characteristics of a type, period, region, or method of construction as an intact example of a Craftsman Style single-family residence constructed during the Development Boom period of 1912-1928.

List of Exhibits	
Exhibit	**Title**
A	Resolution
B	Application Form
C	Photographs
D	Notice of Eligibility
E	Historic Context Report (Excerpt)

RESOLUTION NO._____

A RESOLUTION OF THE HERITAGE COMMISSION OF THE CITY OF BURBANK RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK TO DESIGNATE THE HOUSE AT 1515 EAST ALAMEDA AVENUE AS A HISTORIC RESOURCE

(PROJECT NUMBER 24-0000695, DESIGNATION OF A HISTORIC RESOURCE)

THE HERITAGE COMMISSION OF THE CITY OF BURBANK FINDS:

A. The Heritage Commission of the City of Burbank at its regular meeting of August 7, 2025, held a public meeting on Project No. 24-0000695, a request by Patricia Tomaszewkski, owner of the house located at 1515 East Alameda Avenue (Project), to designate the exterior of the house as a Historic Resource in accordance with Burbank Municipal Code (BMC) Section 10-1-925, et seq.

B. Said meeting was properly held in accordance with BMC § 10-1-927(C).

C. The Heritage Commission considered the report and recommendations of the City Planner, and the evidence presented at such meeting.

D. The Heritage Commission has determined that the house at 1515 East Alameda Avenue satisfies BMC § 10-1-926(C) to be designated as a Historic Resource in accordance with § 10-1-927 because it embodies the distinctive characteristics of a type, period, region, or method of construction.

E. The Heritage Commission has reviewed the City Planner's environmental assessment and concurs that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment such as by designation of historic sources, and there are no unusual circumstances that would preclude the use of this exemption. As such, the adoption of the proposed Resolution is exempt from CEQA and no further CEQA analysis is required.

F. The documents and other materials that constitute the record of proceedings, upon which the decision to recommend approval of the proposed Resolution, including the designation of a historic resource (Project No. 24-0000695) and associated environmental assessment that the proposed Project qualifies for an express or common sense exemption under CEQA or in the alternative, is not a "project" subject to CEQA, is located in the Planning Division of the City of Burbank and the custodian of the record is the City Planner.

THE HERITAGE COMMISSION OF THE CITY OF BURBANK RESOLVES:

1. The findings above are true and correct, and incorporated herein.

2. Project No. 24-0000695, a request to designate the house at 1515 East Alameda Avenue as a Historic Resource as described above and in the Staff Report dated August 7, 2025, and as reflected in the attachment hereto, which would result in designation of a historic resource, is hereby recommended to the City Council for approval. Attachment A (Draft City Council Resolution) to this Resolution, reflects the Heritage Commission's recommendation to Council.

3. The recommendation to approve the proposed Resolution, including the designation of a Historic Resource, is based on the Heritage Commission's ability to make the following determination that the Resource meets the following criteria for approval as a Designated Historic Resource as provided in BMC Section 10-1-926:

C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.

The property is an intact example of a Craftsman Style single-family residence constructed during the Residential Development Boom period of 1912-1928. The building retains all its original character-defining features, including the massing and composition, door and window details, wood and river rock materials, and distinct porch and attached porte-cochere.

4. The Heritage Commission authorizes any modifications deemed necessary by the City Attorney to the proposed Resolution to address any editorial changes deemed necessary to maintain consistency with the applicable State laws and City regulations and procedures.

5. The Secretary of the Heritage Commission shall forward a signed copy of this Resolution with the Heritage Commission's report and decision to the City Council in accordance with BMC § 10-1-927(C).

PASSED AND ADOPTED this _____day of _____, 2025.

HERITAGE COMMISSION

_____
Don Baldaseroni
Chair

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES
CITY OF BURBANK

I, Fred Ramirez, Secretary of the Heritage Commission of the City of Burbank, certify that this Resolution was adopted by the Heritage Commission at its regular meeting held on the _____ day of _____, 2025 by the following vote:

AYES:

NOS:

ABSENT:

ABSTAINED:

_____
Fred Ramirez, Secretary

ATTACHMENT A – DRAFT CITY COUNCIL RESOUTION

RESOLUTION NO._____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK DESIGNATING 1515 EAST ALAMEDA AVENUE AS A HISTORIC RESOURCE.

(PROJECT NUMBER 24-0000695, DESIGNATION OF A HISTORIC RESOURCE)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Heritage Commission of the City of Burbank at its regular meeting of August 7, 2025, held a public meeting on Project No. 24-0000695, an application from Patricia Tomaszewkski, owner of 1515 East Alameda Avenue, to designate the exterior of the house and detached garage on the property as a Historic Resource in accordance with Burbank Municipal Code (BMC) § 10-1-925 et seq.

B. Said meeting was properly held in accordance with § 10-1-927(C).

C. The Heritage Commission determined that the house at 1515 East Alameda Avenue satisfies BMC § 10-1-926, subdivision (C) to qualify for designation as a Historic Resource because it embodies the distinctive characteristics of a type, period, region, or method of construction.

D. The Heritage Commission recommended the City Council approve Project No. 24-0000695, an application to designate the house at 1515 East Alameda Avenue as a Historic Resource as described above and in the Heritage Commission Staff Report dated August 7, 2025.

E. On *_____, the City Council at its regular meeting, held a public hearing on No. 24-0000695, an application to designate a historic resource at 1515 East Alameda Avenue.

F. Said hearing was property noticed in accordance with the provisions of BMC § 10-1-1994.

G. The City Council considered the report and recommendations of the City Planner, the action and recommendations of the Heritage Commission as evidenced by its Resolution *_____, and the evidence and testimony presented at the hearing.

H. The Council has determined that the house at 1515 East Alameda Avenue satisfies § 10-1-926(C) and should be designated as a Historic Resource because it embodies the distinctive characteristics of a type, period, region, or method of construction.

I. This Resolution is not subject to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (CEQA) pursuant to CEQA Guidelines Section 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment such as designation of historic sources. As such, the adoption of the proposed Resolution is exempt from CEQA and no further analysis under CEQA is required.

J. The documents and other materials that constitute the record of proceedings, upon which the decision to recommend approval of the proposed Resolution, including the designation of a historic resource (Project No. 24-0000695) and associated environmental assessment that the project qualifies for an express or common sense exemption under CEQA or in the alternative, is not a "project" subject to CEQA review, is located in the Planning Division of the City of Burbank and the custodian of record is the City Planner.

THE COUNCIL OF THE CITY OF BURBANK RESOVLES:

1. The findings above are true and correct, and incorporated herein.

2. Project No. 24-0000695, an application to designate the house and detached garage at 1515 East Alameda Avenue as a Historic Resource as described above and in the Staff Report dated August 7, 2025, and as reflected in the attachment hereto, is hereby approved.

3. The City Council's approval of the Project, including the designation of a Historic Resource, is based on the Council's determination that the Resource meets the following criteria for approval as a Designated Historic Resource as provided in Section 10-1-926:

C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.

The property is an intact example of a Craftsman Style single-family residence constructed during the Residential Development Boom period of 1912-1928. The building retains all its original character-defining features, including the massing and composition, door and window details, wood and river rock materials, and distinct porch and attached porte-cochere

4. The City Council's approval of the Project is not subject to CEQA pursuant to CEQA Guidelines Section 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment such as by designation of historic sources. As such, the adoption of the proposed Resolution is exempt from CEQA and no further analysis under the CEQA is required.

5. The City Council authorizes any change to the Resolution deemed necessary by the City Attorney to maintain consistency with the applicable State laws and City regulations and procedures.

PASSED AND ADOPTED this___day of_____, 2025.

_____
Nikki Perez
Mayor of the City of Burbank

Attest:

Approved as to Form
Office of the City Attorney

_____ _____
Kimberley Clark, City Clerk

Jill Vander Borght
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 Resolution 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_____, 2025, 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 its_____, 2025 adoption.

_____

Kimberley Clark, City Clerk

City of Burbank Application for Designation as a Historic Resource

Property Owner Information			
Name: Patricia Tomaszewski + Bryan Booth			
Mailing Address: 150 S. Glenoaks Blvd. # 9250			
City: Burbank		State: CA	Zip code: 91502
Phone Numbers	Mobile: Pat 818-822-8107	~~Work:~~ Bryan 818-822-8105	Home:
E-mail: looksome@sbcglobal.net / Bryan.Booth@sbcglobal.net			
Fax:			

Property Information	
Address of Property:	1515 E. Alameda Avenue
Legal Description:	PM 246-91 Lots 1 and 2
Assessor Parcel Number:	5620-005-070
Property Description:	Single family home.
Description of Resource to be Designated:	Still looking for a "title" to call the house. At present, it is called the Alameda Homestead.

Use Category:

☑ Single Family	☐ Multi-Family	☐ Commercial/Industrial	☐ Other

Consent to Proceed with Designation

I have been provided with complete information as to the designation process and the implications of designation pursuant to Title 10, Division 6: Historic Preservation Regulations of the Burbank Municipal Code and I request that my property located at 1515 E. Alameda Avenue be designated as a Historic Resource and if my property is designated, I consent to the historic designation of the property and agree to abide by the historic preservation regulations found in Title 10, Division 6: Historic Resource Management of the Burbank Municipal Code.

I hereby certify that I am the legally authorized owner of the property involved in this application.

Property Owner Signature: [signature]

Date: 1-8-2023

1923

APN: 5620-005-070

Craftsman

City of Burbank Mills Act Contract Application Form

Property Owner Information			
Name: Patricia Tomaszewski + Bryan Booth Trust			
Mailing Address: 150 S. Glenoaks Blvd. # 9950			
City: Burbank	State: CA	Zip code: 91502	
Phone Numbers: Mobile: 818-822-8107	Work:	Home:	
E-mail: looksome@sbcglobal.net			
Fax:			

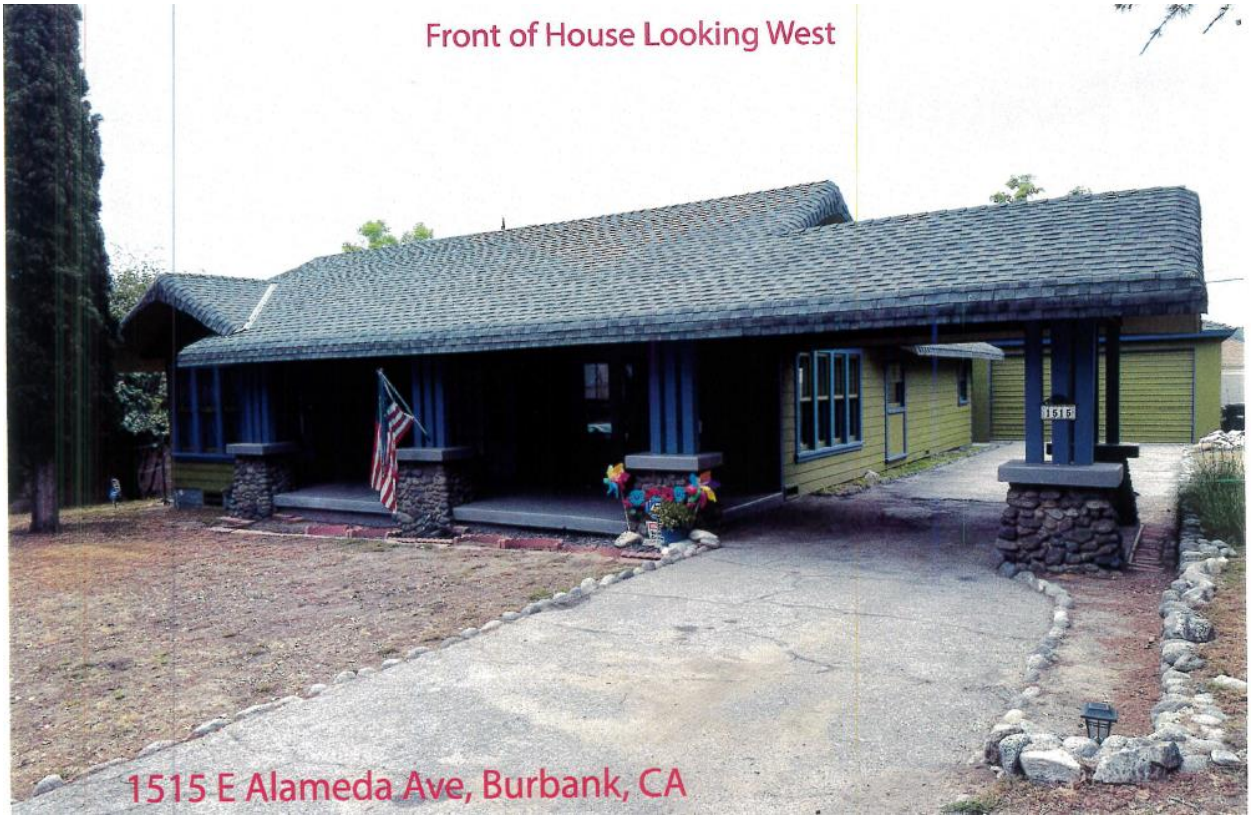
Property Information	
Address of Property:	1515 East Alameda Avenue, Burbank, CA
Legal Description:	PM 246-91 Lots 1 and 2
Assessor Parcel Number:	5690-005-070
Date of Purchase by Current Owner:	12-31-2020
Are property Taxes Paid to Date? (Check one)	☑ Yes ☐ No

Use Category:			
☑ Single Family	☐ Multi-Family	☐ Commercial/Industrial	☐ Other

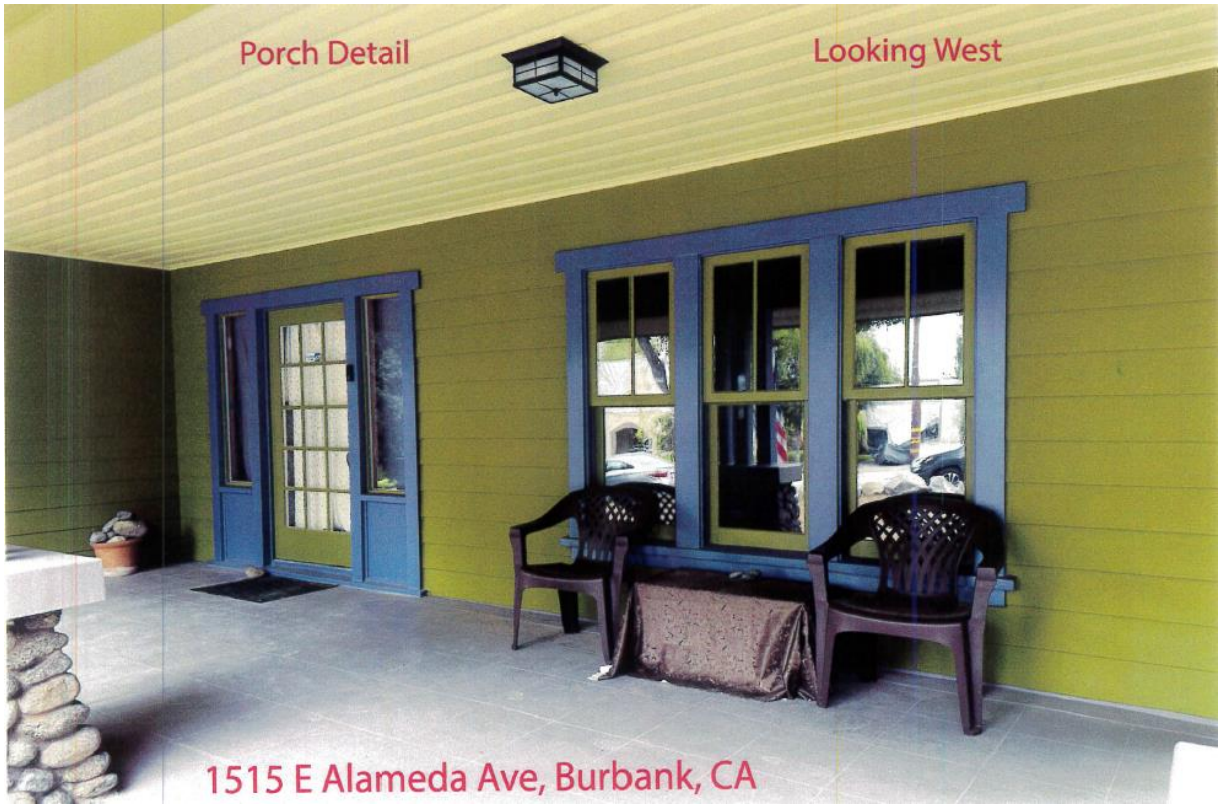
Designation Category (Check at least one)	
☑ National Register	☑ District (Specify) Los Angeles
☑ California Register	☐ Individual
☑ Local Register	

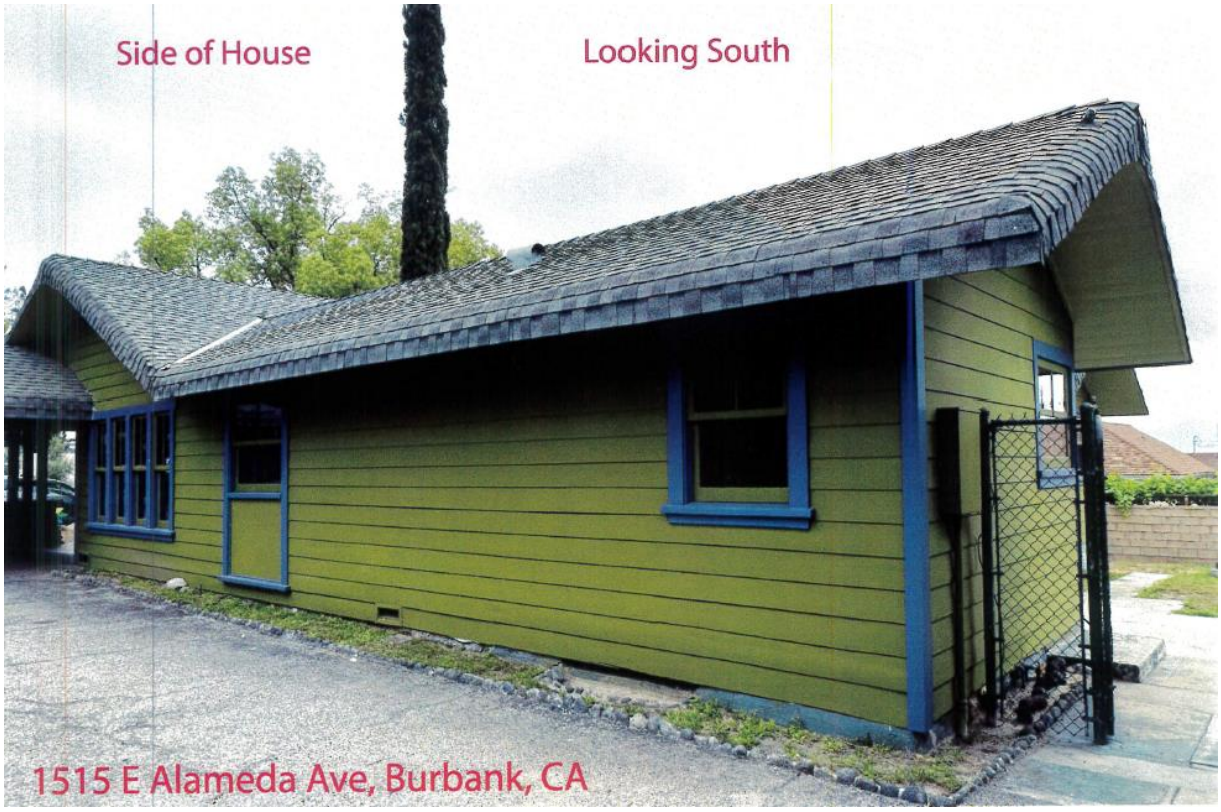
Property Owner's Affidavit	Applicant's Affidavit
I hereby certify that I am the legally authorized owner of the property involved in this application or have been empowered to sign as the owner on behalf of a corporation, partnership, or business as evidenced by the documents attached hereto. I hereby grant to the applicant of this form permission to submit this application. I declare under penalty of perjury that the foregoing is true and correct.	I hereby certify that the information furnished in this application and the attached materials are true and correct to the best of my knowledge and belief. Further, should the stated information be found false or insufficient, I agree to revise the information as appropriate. I understand that the City of Burbank cannot process this application until all required information is provided. I understand there is no guarantee, expressed or implied, that any permit or application will be granted. I understand that each matter must be carefully investigated and the resulting recommendation or decision may be contrary to a position taken or implied in any preliminary discussions. I understand that I have the burden of proof in the matter arising under this application. I declare under penalty of perjury that the foregoing is true and correct.
Property owner's signature: Patricia Tomaszewski. By Booth	Applicant signature: Patricia Tomaszewski. By Booth
Date: 5-15-2023	Date:

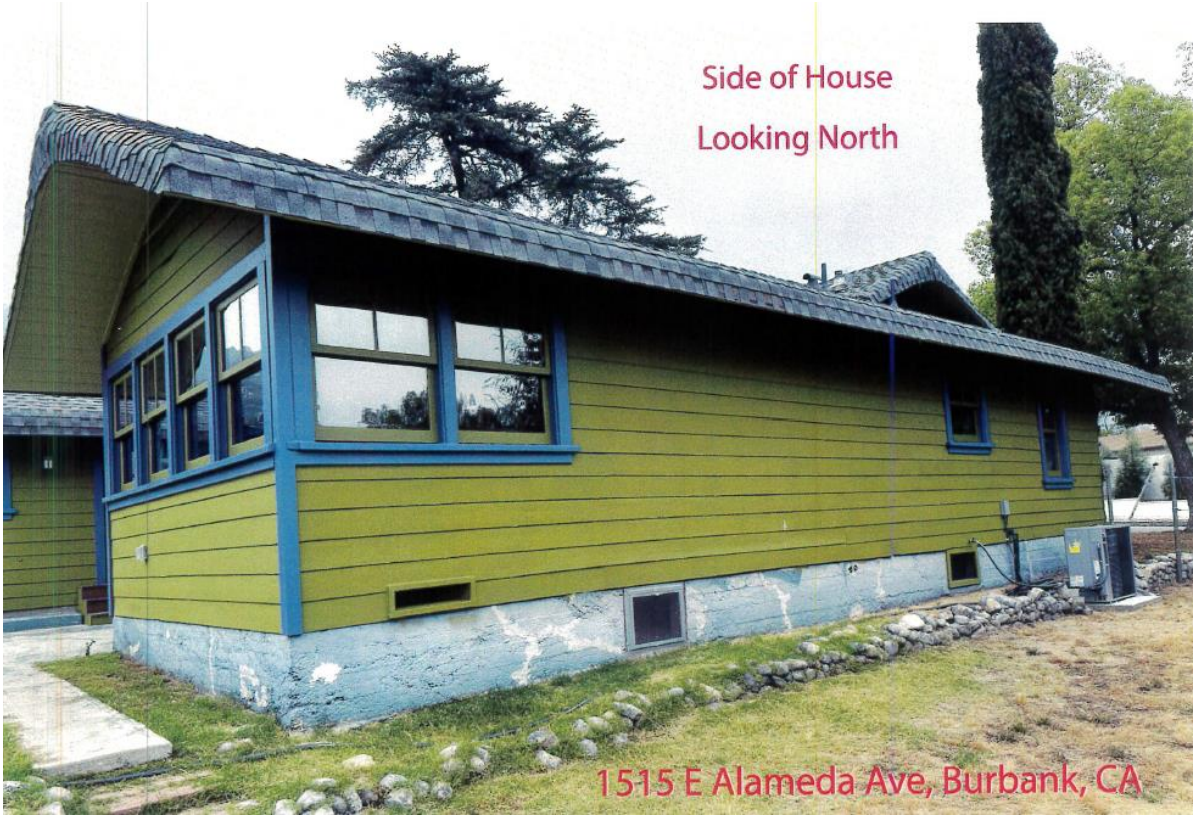
THE AGREEMENT REQUIRES THE OWNER OF THE PROPERTY TO UNDERTAKE REHABILITATION AND RESTORATION THAT ARE IN COMPLIANCE WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATING HISTORIC BUILDINGS AND THE ILLUSTRATED GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS.

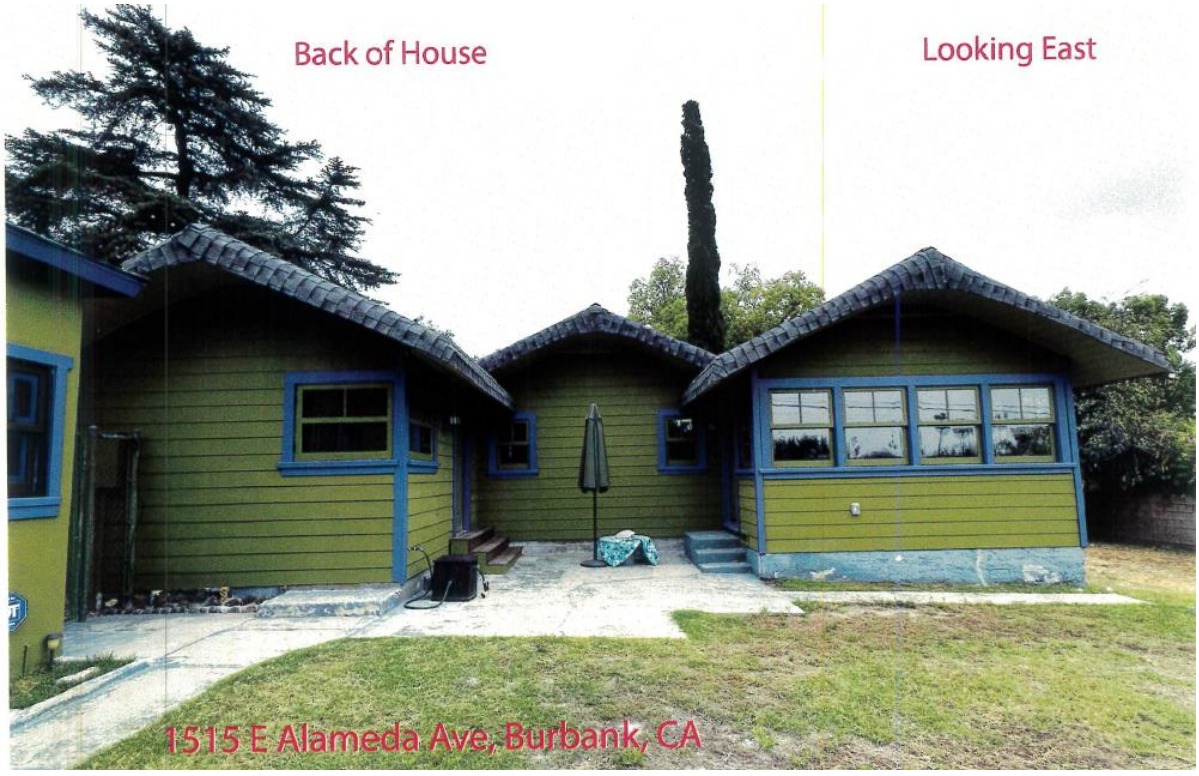

Front of House Looking West
1515 E Alameda Ave, Burbank, CA


Side Windows
Looking South
1515 E Alameda Ave, Burbank, CA


Porch Detail
Looking West
1515 E Alameda Ave, Burbank, CA


Side of House
Looking South
1515 E Alameda Ave, Burbank, CA


Side of House
Looking North
1515 E Alameda Ave, Burbank, CA


Back of House
Looking East
1515 E Alameda Ave, Burbank, CA





CITY OF BURBANK
COMMUNITY DEVELOPMENT

June 12, 2025

PATRICIA TOMASZEWKSKI
150 S. GLENOAKS BLVD. #9250
BURBANK, CA 91502

Via email: looksome@sbcglobal.net

RE: NOTICE OF ELIGIBILITY
Application for Designation as a Landmark
1515 East Alameda Avenue
Project No. # 24-0000695

Dear Ms. Tomaszewski:

The Planning Division staff has reviewed the application you submitted for the designation of the single-family residence at the above referenced address as a Landmark and evaluated the historic/architectural significance of the property according to the criteria for eligibility in Burbank Municipal Code (BMC) Section 10-1-926.

Upon review of the application, available permit records, a property inspection and other available historical documentation, staff has determined that the property meets eligibility criterion C for designation as a landmark as listed in BMC Section 10-1-926, because it embodies the distinctive characteristics of a type, period, region, or method of construction. The property is an intact example of a Craftsman style single-family residence constructed during the Residential Development Boom period of 1912-1928.

The application is tentatively scheduled for a public meeting before the Heritage Commission on **Thursday, August 7, 2025**. At the meeting, the Commission will review the evidence presented in a designation report (to be prepared by the staff) to determine whether the property meets landmark designation criteria. If the Commission recommends approval of the designation, the staff will forward the nomination to the City Clerk, who will schedule a noticed public hearing before the City Council.

Prior to the hearing, staff will send you a notice about the public meeting with the Heritage Commission, as well as a copy of the agenda and the designation report.

If you have any questions about this letter or the review process, I may be reached by telephone at (818) 238-5250, or via e-mail at rkeatinge@burbankca.gov.

Sincerely,

ROBERT W. KEATINGE
Associate Planner

cc: Address file; ePals



Residential Development (1912-1928)

Residential Development (1912-1928)



Residential Development of the 1920s

The establishment of industries resulted in a large increase in the city's population. The influx of people coming into the area led to a surge in residential construction, which transformed the farmlands surrounding downtown Burbank into residential tracts. Several square miles of land were annexed into the city by the 1920s. The largest area annexed during this period was in 1926 when an area consisting of 4.23 square miles located adjacent to the city's northern border was annexed. This area, called Sunset Canyon, is located within the Verdugo Mountains beyond the northern border of Burbank. It was first developed in the early 1920s as the Sunset Canyon Country Club and contained a golf course and several cabins.[68] These annexations set the basis for residential and commercial development in Burbank during the 1920s.

Two residential subdivisions created during the 1920s left a lasting mark on the city; these were the Benmar Hills and Magnolia Park developments. The first to be developed, Benmar Hills, was located at the foot of the Verdugo Mountains and was on the north side of the commercial core along what is now San Fernando Boulevard. Due to its proximity to downtown Burbank, Benmar Hills was integrated into the city and essentially became part of a model-city master plan (created by planners of Benmar Hills) of which the city likely had a hand in creating.

Benmar Hills

The first sign of development in the northwestern part of the city occurred in 1915 when Oliver Stough sold his 6,000 acre ranch to San Diego investor Arthur J. Casebeer for one million dollars.[69] This was to be one of the largest land transactions in the city. Land developer, Benjamin W. Marks then purchased the entire ranch from Casebeer in 1919 and he immediately made plans to develop the land. Marks' plan was to build a university, an industrial park, residential tracts, country club, hotel and a new civic center (which was to be bounded by Andover Drive to the north, Amherst to the south, Glenoaks Boulevard to the east and 2nd Street to the west).[70]

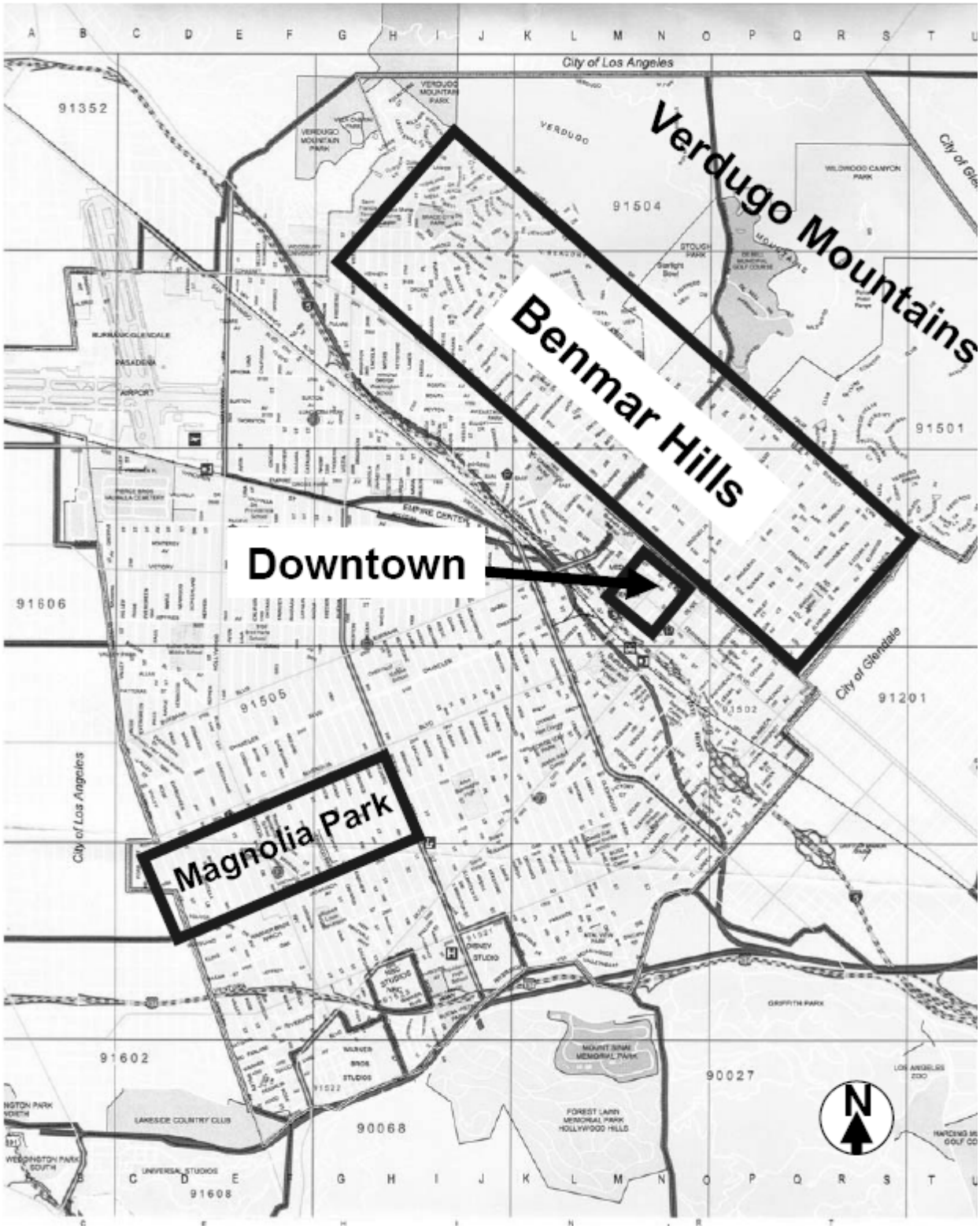


Figure 31. *2007 map of Burbank showing the approximate boundaries of Magnolia Park and Benmar Hills residential developments. (City of Burbank)*

By June 1920, the area was named Woodland Heights, and modifications were made to the original plan by the architectural firm Walker and Eisen. The revised plan did not include a university, hotel or country club, but instead included public schools, public parks, museums and a post office. The real estate firm of W. A. Holtman & Company was hired to handle property transactions. Los Angeles based development company, Southern California Corporation (SCC) was hired to plan and manage the new development, which by this time was reduced to 4,000 acres; it appears that the remaining 2,000 acres were developed after World War II . By 1922, a 20 acre site was deeded to the city for the proposed civic center, which was to be located centrally within the development. Burbank High School was constructed in 1922 and located within the new development; the school stood between 3rd and 4th Streets (now Glenoaks Boulevard) and flanked by Delaware Road and Grinnell Drive; the high school has since been demolished.[71] The old Burbank Union High School building became John Muir Intermediate School, but was torn down in 1927 after it was replaced by a new middle school, Burbank Junior High School (later reverting to John Muir Junior High School) in 1924. The Providencia Methodist Church building constructed in 1888 was torn down in 1919 and was replaced in 1922 by a new church. The church, now known as First Methodist Church, constructed the new building at the corner of 3rd Street and Olive Avenue, which was demolished in 1952 to make way for the Los Angeles County Courthouse.[72]

Following a short period of inactivity in Woodland Heights, the development was renamed Benmar Hills by February of 1923; the new name came from its founder **Ben**jamin **Mar**ks. However, it appears that by this time Marks was no longer involved with the development project. The SCC planned on widening and paving Second Street, which by the early 1920s had been renamed San Fernando Boulevard. Within two months of the renaming of the development, it was reported that $1,000,000 in real estate transactions occurred in Benmar Hills.[73] By October of 1923, Philip Norton of the Frank Meline Company was asked to handle real estate transactions.[74] In the following month, famed landscaping design and engineering firm, Olmstead Brothers were hired to oversee the landscaping work. As a steady amount of property for residential tracts were being sold in 1923, Benmar Hills and the original plan of Benjamin Marks was starting to take shape.

At the start of 1924 there were two new elementary schools in the development, which consisted of the Abraham Lincoln and the Joaquin Miller School; a new school building had also replaced the 1891 Edison School by this time.[75] Burbank based construction company (Perry A.) Farley and (Benjamin F.) Farley, located at 204 E. Second Street, was responsible for the construction of these elementary schools. Farley and Farley was also responsible for building

nearly all of the buildings in the city since 1915, which included city hall constructed in 1916, the Elizabeth Hotel and the Empire China Company building.[76] Other buildings constructed in Benmar Hills during the early 1920s included the clubhouse for the Burbank Women's Club (located at Olive Avenue and Seventh Street) and a lodge for the newly formed Burbank Elks Club (located on Palm Avenue between San Fernando Road and 1st Street), both in 1924. They were demolished in 1999 and 2000, respectively. In October of 1925, plans were again made for the establishment of a university in the city. A total of 500 acres of land located near the north side of Burbank was deeded by SCC and the city to the organizing body of the university, the University of Southern California. A 267 foot wide road (University Avenue) connecting the civic center area with the proposed school (the University of International Relations) was also planned. However, the University was never built. University Avenue was eventually laid out as a sixty foot wide road leading to Stough Park, a 100 acre park which had been set aside after the 1915 sale of Stough Ranch.

By December of 1925, nearly all of the streets within Benmar Hills had been paved with concrete. A new half million dollar hospital building was constructed by Dr. Elmer Thompson, on the same location of the old hospital at Olive Avenue and 5th Street.[77] Several one and two-story residences in either the Spanish Colonial or Tudor Revival styles, and ranging in price from $12,000 to $30,000, were also constructed by this time. On January 4, 1927, the city had adopted a city charter and a Park Board was formed in order to protect the pepper trees planted along Olive Avenue in 1887, which were gradually being removed by property owners. The Park Board was headed by Octavia Lesueur, who had authored the city charter.[78] An announcement was made by the newly formed Benmar Hills Corporation (replacing the Southern California Company) on August 14, 1927, for the construction of an additional 5,000 residences at Benmar Hills. By October, the proposed civic center area was landscaped by the Olmstead Brothers. Work began by the end of 1927 on the widening of San Fernando Boulevard from Benmar Hills to the City of San Fernando. The boulevard reached State Route 99 by the end of the decade. Pacific Electric Railway also extended rail lines to the development.[79] Construction and growth at Benmar Hills came to a halt following the start of the Great Depression on October 29, 1929. By May of 1930, Benmar Hills was purchased by O'Connell and White, a development company, following the foreclosure of the tract.[80] The development was rechristened Northwood following its acquisition and was not fully developed until after World War II. No building was ever constructed on the proposed civic center site landscaped by the Olmstead Brothers and it is currently (as of 2009) a public park known as McCambridge Park.

Magnolia Park Development

As Benmar Hills shaped the northwestern portion of the city, the Magnolia Park residential development transformed the southwestern part of Burbank. The development was essentially an independent community and appears to have received no financial support from the city. The developer of Magnolia Park was Earl L. White. White arrived in Burbank in 1915 and established a dairy farm at the intersection of Verdugo and Pioneer Avenues (renamed Hollywood Way by 1926) on 400 acres of land located near the southwestern part of city which had just been annexed into the city[81]. The development was roughly bounded by Buena Vista Street to the east, Clybourn Avenue to the west, Chandler Boulevard to the north and Clark Avenue to the south.[82] By 1917, White was formulating plans to create a residential and commercial development on his land. His decision to create an independent community in the southwest corner of the city was likely due to the area's isolation from downtown Burbank for it was located approximately two miles southwest of downtown Burbank. White opened a southern entrance to his development by creating Barham Road, which connected with the Cahuenga Pass running south of Burbank, prior to opening up his subdivision.



Figure 32. *Circa late 1920s view of the residential section of Magnolia Park. (E. Caswell Perry. Burbank, An Illustrated History, Northridge, CA: Windsor Publications, 1987)*

Starting on March 4, 1923, Earl White offered for sale 300 lots near Magnolia and Pioneer Avenues. The largest lot offered by White was 320 acres; it appears that most of the land that was sold was later developed by the landowners or investors. At around this time an area south of the Magnolia Park development, roughly bounded by Clark Avenue to the north and Alameda Avenue to the south, was being subdivided for the construction of residences; it is likely that the east-west boundaries were similar to that of Magnolia Park.

The name of the development is unknown and it appears that the residences were constructed by individual land owners/investors. [83]

By December of 1923, White began construction of a two-story bank building at the corner of Magnolia and Pioneer Avenues; the building was to house a Los Angeles based bank[84] The bank building, Magnolia Service Station, Magnolia Garage (auto repair), a dry goods store, barber and beauty shops formed the basis of Magnolia Park's commercial corridor. By 1926, the Magnolia Park Methodist Church was formed and their church building was constructed at the corner of Magnolia Avenue and Catalina Street; the building still stands (see Figure 33). White established the first radio station (KELW) in Burbank on February 12, 1927.



Figure 33. *View of the Magnolia Park Methodist Church (Photo taken by Galvin Preservation Associates, March 2009.)*

By June of 1927 the City announced a proposal to create a new highway that would run diagonally through Magnolia Park. The proposed highway was to be called the Whitnall Highway after then director of the city of Los Angeles

Planning Commission Gordon Whitnall.[85] The new highway was proposed to extend from the San Fernando Valley to Griffith Park. Its proposed alignment followed an existing segmented road, Edgemont Boulevard, which paralleled the existing Los Angeles Department of Water and Power (DWP) power line; the above ground power lines were installed roughly at the same time as when the area was subdivided in the early 1920s.[86] Edgemont Boulevard was officially renamed Whitnall Highway by 1930 although the highway was never fully built.

On November 19, 1927, concrete paving of 2.75 miles of Magnolia Avenue, from Magnolia Park through the east side of Burbank, was completed by the Gibbons & Reed Company.[87] In that same year Earl White became president of the newly formed Magnolia National Bank and the Magnolia Park Mortgage Company, both of which were housed in the bank building located at Magnolia Avenue and Hollywood Way. By 1929, large areas of Magnolia Park had been developed and a newspaper, the *Tribune*, was created specifically for the development.[88] The homes constructed in Magnolia Park consisted of a mixture of Spanish Colonial Revival and Tudor Revival, both of which were at their height of popularity; some homes were also constructed in the Craftsman style.

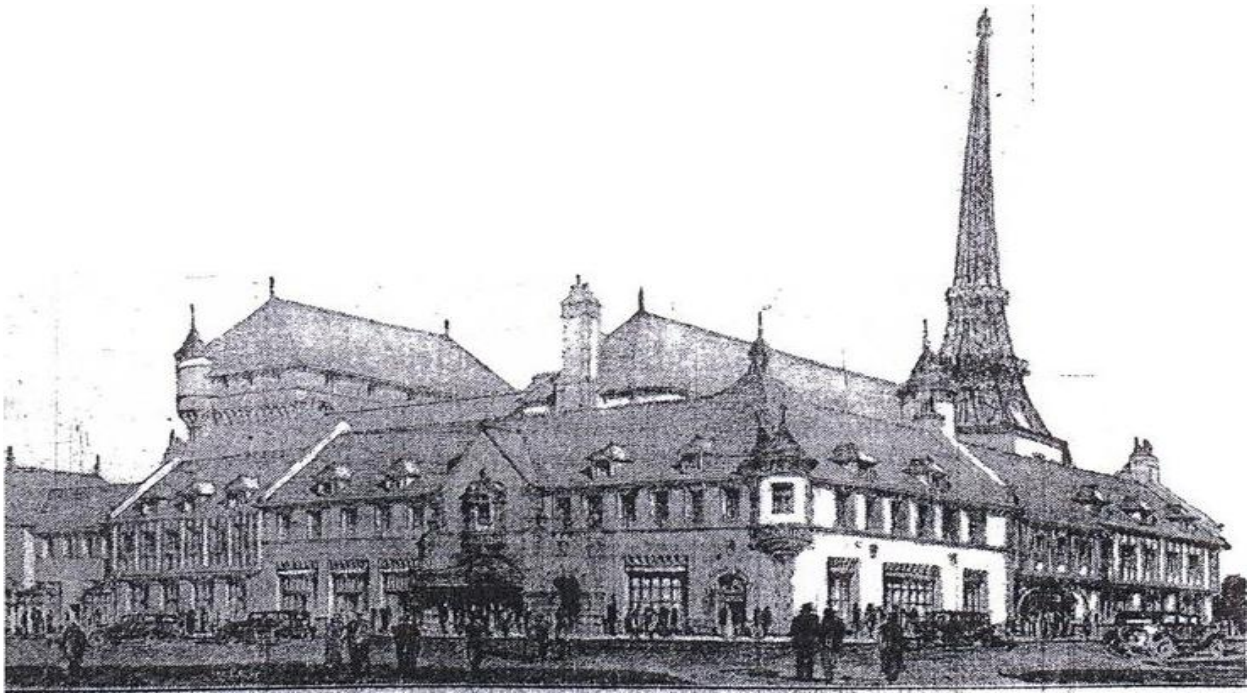


Figure 34. *1930 architect's rendition of the Eiffel Theater. ("Theater and Office Building." Southwest Builder and Contractor, 24 January 1930, pg.59)*

The future of residential and commercial development at Magnolia Park became bleak with the start of the Great Depression. However, White, who had

just formed the Earl L. White Corporation Ltd., appeared to be unphased by the state of the economy. By late November 1929, he made plans to build a 2,000 seat theater and office complex at a cost of $500,000; the theater was to be part of the Fox West Coast Theater chain. The planned French Normandy style theater, appropriately named the Eiffel Tower Theater, was to also contain fifteen shops in addition to housing White's radio station KELW. A radio tower in the shape of the Eiffel Tower was to be placed on the building (see Figure 34). The architect commissioned to design the theater was Forest J. de Griffith, A.I.A. By February of 1930, White was accepting bids from contractors. However, it appears that the theater was never built.[89] The end finally came for the Earl L. White Corporation on November 29, 1930, when the company went into receivership. Development of Magnolia Park would not start up again until the late 1930s.

Identification of Property Types Associated with Residential Development (1912-1928)

(year after incorporation until the Great Depression)

Building/ Resource Typologies:

a. Residential

52. Magnolia Park (early 1923)
53. Benmar Hills (1923)
54. Working & Middle Class Single Family Residential
    a. One story Craftsman cottages and bungalows single family residences (near downtown)
    b. One story Spanish Colonial Revival cottages
    c. One-story Tudor Revival cottages
55. High Style Single Family Residential (Benmar Hills Area)
    a. One and Two Story Craftsman residences
    b. One and Two Story Spanish Colonial Revival residences
56. Two story Federal and Colonial Revival residences

b. Multi-family Residential

57. Craftsman Duplexes
58. Spanish Colonia Revival Duplexes

c. Social Infrastructural Buildings

59. Burbank High School (1923)- this building demolished
60. Spanish Colonial Revival Style Church constructed in Magnolia Park (1928)
61. Methodist Church built in downtown area (1922) on corner of Third and Olive (gone)
62. Miller Elementary School- Providencia (ca. 1920s) (present)
63. George Washington Elementary School (ca. 1920s) Winona (present)- added onto
64. Elk's Lodge (1924) located on Palm Ave. between San Fernando Rd. and First Street (gone)
65. Women's Club (1924) Olive Avenue and Seventh St. (gone)
66. New hospital built to replace old hospital (1925) located on Olive and Fifth (gone)

Description of Property Types Associated with Residential Development (1912-1928)

Burbank was one of the few cities where a separate development, which was disconnected from its downtown core, was created. When Earl White started the Magnolia Park development in 1923, the area primarily contained farms and ranches. The area had been essentially left untouched by developers during the boom period of the late 1880s. The Magnolia Park residences were constructed at a time when the city's population was increasing as a result of the industrial boom that began in late 1910s and early 1920s. The pattern of construction in Magnolia Park was somewhat scattered as the homes appear to have been built mostly by individual landowners and investors and not by the developer Earl White himself; this was also true for the areas to the south of Magnolia Park.[90] The residences were modest in size and style and were situated on rectangular lots that averaged 50' x 135' in size.[91] A number of the homes situated on lots that were near the Los Angeles Department of Water and Power's transmission line right-of-way were set back toward the very rear of their respective lots.



Figure 35. *Views of typical 1920s residential housing in the Magnolia Park area. (Photo taken by Galvin Preservation Associates, March 2009.)*

The development at the northeast end of the city (Benmar Hills) was larger in scale than Magnolia Park and covered a larger area of the city. Benmar Hills was in a sense reviving the late 1880s development of the PLWC, which also encompassed the downtown core; by this time the eastern end of downtown extended to Tujunga Avenue and the west boundary was Palm Avenue.[92] The residences constructed in the development ranged in size from a modest one-story residence to a large two-story residence; the latter residences fronted a wide street (Bel Aire Drive) that was lined with palm trees (see Figure 36 upper right). However, much like Magnolia Park, Benmar Hills was only partially

completed due to the effects of the Great Depression and thus the homes constructed during this period (in Benmar Hills) are also scattered throughout the development.



Figure 36. *Views of typical 1920s residential housing (ranging from modest to large) in the Benmar Hills area. Bottom photo shows palm tree lined Bel Aire Drive. (Photo taken by Galvin Preservation Associates, March 2009.)*

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Residential Development Boom (1912-1928)

Residential (Working and Middle Class Single-Family)

Burbank experienced a period of tremendous growth after its incorporation in 1911. At the time of incorporation, the city was primarily a farming town with the population centered near the downtown core. It began to expand outside of its core as numerous manufacturing companies established plants in Burbank starting in the late 1910s. Thus, the establishment of the plants led to the creation of small residential developments, of primarily single-family residences, at the northeast and southwest sides of the city. The establishment of the motion picture studio (Warner Brothers) and aircraft manufacturing plant (Lockheed) during the late 1920s set the stage for even further residential and commercial development; however, the start of the Great Depression in 1929 put an end to the boom period. There was several small single-family working and middle class residences constructed as a result.



Character Defining Features Include:

- One-story
- Wood framed
- Craftsman, Tudor or Spanish Colonial Revival styles (Refer to style guide for character-defining features.)
- Constructed on residential lots
- Single-car garage with swing out or sliding doors at rear of property
- Hollywood style (center grass) or a fully paved driveway
- Set back from street side

Essential Aspects of Integrity

- *Location:* Near and outside of downtown core
- *Setting:* Located on subdivided lots with residential landscaping features; associated fencing, one-car garage at rear of lot; paved driveway; sidewalks; graded streets lined with trees
- *Materials:* Wood framed structure; stucco, stone, wood shingle, or horizontal wood board cladding; wood windows and doors
- *Design:* One-story asymmetrical or square plan; full- or partial-width porch; gabled roof with wood or brick porch columns; additional design features specific to architectural style (Refer to style guide.)
- *Workmanship:* Wood framed construction; cladding; decorative elements based on style
- *Feeling:* 1910s/1920s housing tract development; working class housing
- *Association:* The economic boom period of the 1910s and 1920s

Applicable Criteria:

(c) *It embodies distinctive characteristics of a style, type, period, design ideology, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship;*

(e) *It contributes to the significance of an historic area, being a geographically definable area possessing a concentration of not less than fifty (50) percent of historic or scenic properties or thematically related grouping of properties which contribute to each other and are unified aesthetically by plan or physical development;*

(h) *It is singular to other distinctive properties, sites, areas, or objects based on an historic, cultural, or architectural motif;*

Eligibility Requirements (Minimum Qualifications for Eligibility)

Needs to retain its original location and most of its original materials, design, workmanship, and setting. Property must be an excellent example of its type, period and/or style as compared with similar properties within the same context to be individually significant. May have less integrity if located within a concentration and thus contributes to a potential historic district of houses from the same development period or style.

MINUTES OF THE HERITAGE COMMISSION

September 4, 2025

Members Present:	Donald Baldaseroni (Chair) Lynn Kronzek (Vice-Chair) Kyle Hardy Richard Schmidt
Members Absent:	Arthur Solis
Staff Present:	Amanda Landry, Principal Planner Ryan Allen-Esquivel, Assistant Planner Eduardo Rendon, Assistant Planner Diana Arias, Clerical Worker

****

Call to Order
The meeting was called to order at 5:30 p.m.

Roll Call
Commissioner Arthur Solis was absent.

Announcements
Principal Planner Landry updated the Commission: on the new changes to Boards, Commission and Committees Memo that were passed by City Council and Save the Date for the Boards & Commission Recognition being held on October 21st. City Clerk's office will provide more information as the date gets closer.

Public Communication on Agenda Items
None.

Approval of Minutes
Chair Baldaseroni made a motion to approve the minutes from June 5, 2025. Seconded by Commissioner Schmidt motion passed by a 4-0 vote.

Chair Baldaseroni made a request to change the order of the last two items on the agenda.

****

Items

1. **An Application for Designation of an Eligible Historic Resource for a house at 1515 East Alameda Avenue.**
   Principal Planner Amanda Landry presented an application for designation of an Eligible Historic Resource at 1515 East Alameda Avenue. The proposed Designation has been evaluated under the California Environmental Quality Act

(CEQA) and requires no further CEQA review. Staff recommends that the Heritage Commission recommend to the City Council that the house at 1515 East Alameda Avenue be designated as a historic resource. After Commission discussion, Chair Baldaseroni made a motion to approve the application for designation of an eligible historic resource at 1515 East Alameda Avenue, seconded by Vice Chair Kronzek. Motion passed by a 4-0 vote.

2. **Transparency Law Basics.**
   Senior Assistant City Attorney, Kane Thuyen presented and discussed topics including the Brown Act, the Public Records Act, Conflicts of Interest, and other best practices related to transparency.

3. **Review of Commissioner Solis' Attendance Records and Report to Council.**
   Commission discussed the attendance record of Commissioner Solis to see if his previous absences could be excused. Ultimately, the Commission decided not to excuse the absences, citing a need for the consistent processing of City business. Commissioner Solis had served the Heritage Commission for many years, staff and the City are grateful for his dedication and many years of service. Commissioner Schmidt made the motion to not excuse the absences, seconded by Commissioner Hardy. Motion passed by a 4-0 vote.

Staff Communication

Assistant Planner Allen-Esquivel shared with the Commission that 1022 East Walnut Avenue is ineligible for designation as a historic resource and the homeowner was notified of staff's determination on September 3, 2025, and 808 North Ford Street will be presented to City Council on September 9.

Commissioner Communication

Commissioner Schmidt asked staff to agendize a discussion about attending Commission meetings virtually.

Public Communication on Non-Agenda Items

None.

Tentative Agenda Items for Next Meeting

City Staff will be providing an overview of Burbank Historic Preservation Incentives and an update on the status of the City's Mills Act Program.

****

The meeting adjourned at 6:51 p.m. to the meeting of October 2nd, 2025.

Correspondences

Please Note: If Additional Documents/Correspondences are submitted for this item, they will be periodically posted to the City website for public viewing.

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

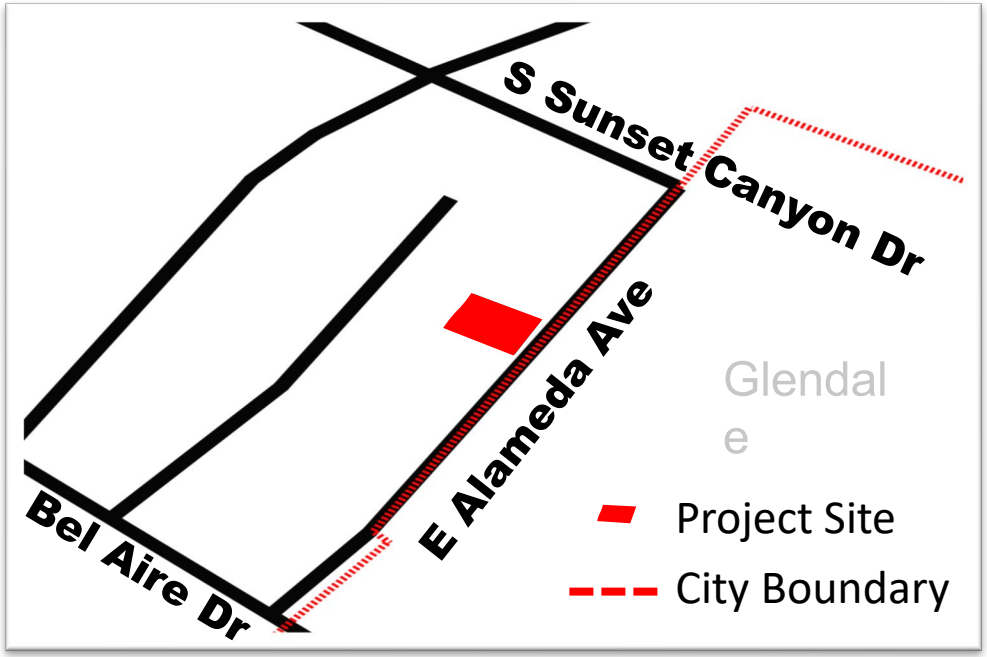
City Council
February 10, 2026

COMMUNITY DEVELOPMENT

PURPOSE



- Request for Historic Designation at 1515 East Alameda Avenue
- Proposed Designation of:
  - Exterior of the house



CRITERIA FOR DESIGNATION

The Resource is eligible for designation under BMC 10-1-926(C):

"[The property] embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work on an important creative individual, or possesses high artistic values."

HISTORIC CONTEXT

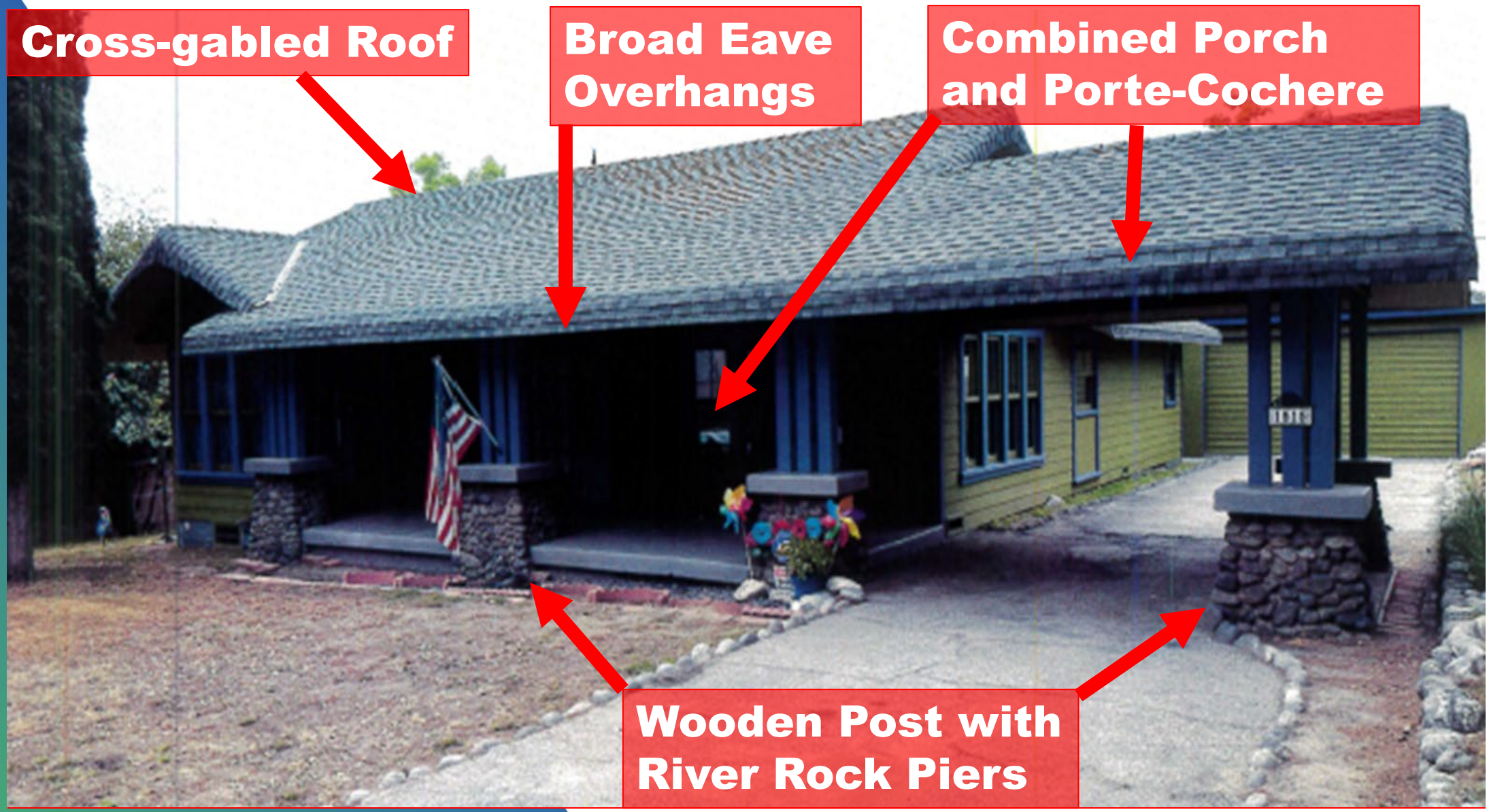


Date of Construction:
1923

Architectural Style:
Single-family residence constructed in the Craftsman Style

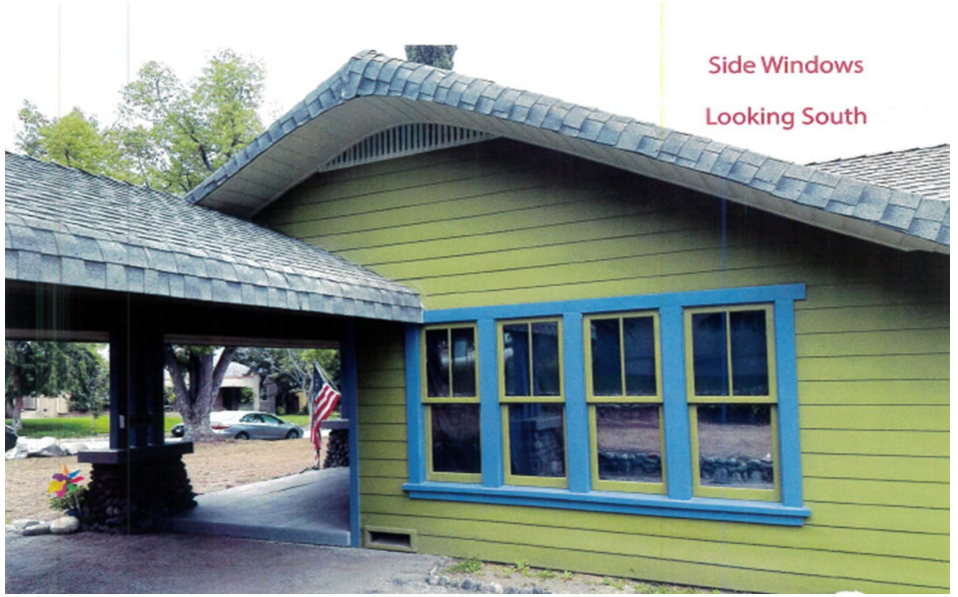
Period of Significance:
Residential Development Boom period of 1929-1938

CHARACTER DEFINING FEATURES



CHARACTER DEFINING FEATURES









ANALYSIS

- The house retains its original character-defining features and sufficient integrity to satisfy Criterion C

- On August 7, 2025, the Heritage Commission voted 4-0 to recommend that the City Council approve the requested designation

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK TO DESIGNATE THE HOUSE, AT 1515 EAST ALAMEDA AVENUE AS A HISTORIC RESOURCE, PURSUANT TO BURBANK MUNICIPAL CODE SECTION 10-1-927(D)

QUESTIONS

Eduardo Rendon
Assistant Planner
Erendon@burbankca.gov
(818) 238-5250

RESOLUTION NO. 26-29,683

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)

(PROJECT NUMBER 24-0000695, DESIGNATION OF A HISTORIC RESOURCE)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Heritage Commission of the City of Burbank at its regular public meeting of September 4, 2025, considered Project No. 24-0000695, a request by Patricia Tomaszewski, owner of 1515 East Alameda Avenue, to designate the exterior the house on the property as a Historic Resource in accordance with Burbank Municipal Code (BMC) Section 10-1-925, et seq.

B. Said meeting was properly held in accordance with the provisions of Section 10-1-927(C).

C. The Heritage Commission determined that the house at 1515 East Alameda Avenue satisfies BMC Section 10-1-926(C) to be approved as a Designated Historic Resource because it embodies the distinctive characteristics of a type, period, region, or method of construction.

D. The Heritage Commission recommended the City Council approve Project No. 24-0000695, an application to designate the house at 1515 East Alameda Avenue as a Historic Resource as described above and in the Heritage Commission Staff Report dated September 4, 2025.

E. On February 10, 2026, the City Council at its regular meeting, held a public hearing on Project No. 24-0000695, an application to designate a historic resource at 1515 East Alameda Avenue.

F. Said hearing was property noticed in accordance with the provisions of BMC Section 10-1-1994.

G. The City Council considered the report and recommendations of the City Planner, the action and recommendations of the Heritage Commission as evidenced by its Resolution 26-29,683, and the evidence and testimony presented at such hearing.

H. The Council has determined that the house at 1515 East Alameda Avenue satisfies BMC Section 10-1-926(C) because it embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.

I. The proposed designation was evaluated under the California Environmental Quality Act (CEQA) and the designation is exempt from further CEQA review pursuant to CEQA Guidelines Section 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment and there are no unusual circumstances that would preclude the use of this exemption.

J. The documents and other materials that constitute the record of proceedings, upon which the decision to recommend approval of the proposed Resolution, including the designation of a historic resource (Project No. 24-0000695) and associated environmental assessment that the project qualifies for a common sense exemption under CEQA or in the alternative, is not a "project" subject to CEQA review, is located in the Planning Division of the City of Burbank and the custodian of record is the City Planner.

THE COUNCIL OF THE CITY OF BURBANK RESOVLES:

1. The findings above are true and correct, and incorporated herein.

2. Project No. 24-0000695, an application to designate the house at 1515 East Alameda Avenue as a Historic Resource as described above and in the Heritage Commission Staff Report dated September 4, 2025, and as reflected in the Council's February 10, 2026, Staff Report hereto, is approved.

3. The City Council's approval of the Project, which designates it a Historic Resource, is based on the Council's determination that it satisfies the following criteria for approval as a Designated Historic Resource as provided in BMC Section 10-1-926:

> *C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.*

The house is an intact example of a Craftsman architectural style single-family residence constructed during the Residential Development Boom period of 1912-1928.

4. The City Council's approval of the Project has been evaluated under the California Environmental Quality Act (CEQA) and is exempt from further CEQA review pursuant to CEQA Guidelines Section 15308, Class 8 pertaining to Actions by Regulatory Agencies for the Protection of the Environment and there are no unusual circumstances that would preclude the use of this exemption. Additionally, the documents and other materials that constitute the record of proceedings related to the designation, upon which the decision was made to recommend approval of the proposed Resolution, qualifies for a commonsense exemption under CEQA or in the alternative, is not a "project" subject to CEQA review, and therefore requires no further evaluation.

5. The City Council authorizes any change deemed necessary by the City Attorney to the Resolution to maintain consistency with applicable State laws and City regulations and procedures.

PASSED AND ADOPTED this 10th day of February 2026.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Jill Vander Borght
Jill Vander Borght
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 Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 10th day of February 2026, by the following vote:

AYES: Anthony, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: Perez.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

CITY CLERK'S OFFICE

DATE: February 10, 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 Infrastructure Oversight Board for an Unexpired Term

RECOMMENDATION

Appoint one member to the Infrastructure Oversight Board to fill an unexpired term ending July 31, 2027.

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).

Infrastructure Oversight Board

In November 2018, Burbank voters passed Measure P – Burbank Infrastructure and Community Services Protection Transactions and Use Tax, a local sales tax ordinance. Under the Sales Tax Ordinance, BMC § 2-4-2114 provides for oversight and thus required Council to establish an oversight board. On April 16, 2019, Council adopted Ordinance No. 19-3,914, adding the Infrastructure Oversight Board to BMC § 2-1-426. The Infrastructure Oversight Board (Board) is comprised of seven members who oversee and make recommendations to the Council regarding the infrastructure of the City (not part of an enterprise fund). The mission of this Board, in part, is to ensure the reliability, maintenance, and safety of the City's infrastructure. Oversight parameters may include safety, funding, planning, construction (i.e., high-level review of scope, schedule, cost, and risk of infrastructure projects), operations, maintenance (reviewing the adequacy of existing maintenance programs), and implementation of best practices related to infrastructure.

DISCUSSION

On January 2, 2026, the City Clerk's Office began advertising and accepting applications for one vacancy on the Board for an unexpired term ending July 31, 2027, created by the resignation of Board Member Linda Bessin.

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 Monday, February 2, 2026, at 5:00 p.m. The City Clerk's Office received a total of five applications: Armond Matevosian, Tanya Papazian, Ward Smith, Marcus Davis, and Fred Massabki. The applications are listed in the order received.

Please note that applicant Tanya Papazian has also applied for the Art in Public Places Committee. If appointed to the Infrastructure Oversight Board, this applicant's name will

be removed from consideration for the Art in Public Places Committee appointment, which is tentatively scheduled to be presented to 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 § 2-1-426

Applications and Resumes

Application Form

Profile

Armond
First Name

Middle Initial

Matevosian
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91504
Postal Code

[redacted]
Primary Phone

Alternate Phone

HND
Employer

Project Engineer – Technology & Site Development (contract)
Job Title

Mechanical Engineer/Infrastructure Development
Occupation

Which Boards would you like to apply for?

Infrastructure Oversight Board: Submitted

Length of time as a Burbank Resident:

13 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 help bring improvements and advancements into Burbank's infrastructure and technology development and applications.

Education

Bachelors of Science, Aerospace Engineering Master's of Science, Mechanical Engineering

Additional Pertinent Courses or Training

FAA Part 107 Drone Pilot CSWA Certified Solidworks Associate EIT Engineer in Training Certifications (CA issued)

Other Pertinent Skills, Experience or Interests

Software applications (SAAS) Animal Welfare Recycling and environmental causes and technology development EV infrastructure development Electronics packaging development Product design and consumer products development

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:

Drone Advocacy Group; Hope for Paws; Howl of the Dog; Neighborhood watch

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:

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.

20+ years in engineering environments developing hardware and packaging systems for commercial, government, and space systems. Master's in mechanical engineering, Bachelor's in aerospace engineering. Strong management and team leading skills as well as top level systems understanding and problem solving capabilities applied throughout my career.

What are your goals in serving on this Board/Commission/Committee?

Bring my technical skills and experience to the board and team in order improve Burbank's infrastructure challenges and solve complex issues that the city may face.

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)

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.

My professional background demonstrates extensive experience with infrastructure development, site management, and the technical procedures required for both major and routine projects. Major Infrastructure Development & Site Build-Outs EVSE Infrastructure: I lead the design and development of hardware components for Electric Vehicle Supply Equipment (EVSE) and assist in full-cycle site build-outs. Site Feasibility & Assessment: I developed Infrastructure Cost Estimation (ICE) tools specifically for site feasibility assessments. Technology Integration: My work includes the design and integration of Battery Energy Storage Systems (BESS), solar, and backup battery systems into existing site designs. Utility Coordination: I have established charging system sizing criteria based on utility capabilities ranging from 11kW to 350kW. Routine Maintenance & Project Procedures Site Logistics: I have experience leading site logistics and providing on-site guidance to contractors for construction and maintenance. Project Scheduling: I develop and adjust project schedules to optimize timelines for routine and major projects. Standardized Protocols: I established site development protocols and product integration standards for both private and commercial vehicle fleets. Supplier & Procurement Management: My expertise includes performing supplier negotiations for cost-effective procurement and material sourcing. Mapping, Surveys, & Asset Tracking UAV Aerial Surveys: I conduct high-resolution 3D mapping using UAVs, totaling over 300 flight hours. Pre-Construction Planning: This mapping data is utilized for essential pre-construction planning and infrastructure assessments. Asset Tracking: I use aerial data to maintain accuracy in asset tracking throughout the project lifecycle. Technical Analysis & Compliance Design Standards (DFM): I collaborate with engineering and production teams to ensure all designs align with Design for Manufacturing (DFM) principles, reducing production costs while maintaining standards. Risk Assessment: I conduct formal risk assessments and develop mitigation strategies for project sites. Structural Analysis: My expertise includes performing structural analysis on infrastructure components, such as mobile charging rigs.

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)

My professional background is deeply intertwined with city infrastructure, particularly through my work in pioneering Electric Vehicle (EV) infrastructure and high-stakes aerospace engineering. Below is a detailed breakdown of my expertise as it pertains to the categories requested: Project Management Multidisciplinary Leadership: I serve as the primary Point of Contact (POC) across multidisciplinary teams, including field crews, 3rd party vendors, and municipal clients. This demonstrates my ability to manage the complex stakeholder web typical of city-scale projects. Operational Optimization: At GRP Enterprises, I increased annual revenue by 50% by improving material processes and optimizing project schedules. Risk Mitigation: I have a proven track record of conducting formal risk assessments and developing mitigation strategies to ensure projects remain on track and within safety protocols. Construction Management On-Site Guidance: I provide direct, on-site guidance to contractors, ensuring that construction and maintenance of infrastructure projects (like EV charging hubs) align with technical specifications. Infrastructure Build-Outs: I lead full-cycle site build-outs for Electric Vehicle Supply Equipment (EVSE), which involves coordinating logistics, labor, and materials in a real-world construction environment. Asset Tracking: I utilize UAV-captured 3D mapping data to maintain accurate asset tracking throughout the construction lifecycle of a project. Civil Engineering Site Feasibility & Assessment: I developed the Infrastructure Cost Estimation (ICE) tool used to assess the feasibility of infrastructure projects before they break ground. Aerial Surveying: With over 300 UAV flight hours, I capture high-resolution mapping data essential for modern civil engineering assessments and pre-construction planning. Utility Integration: I have specialized knowledge in integrating charging systems with the electrical grid, ranging from 11kW to 350kW, which is a critical component of modernizing city utility infrastructure. Traffic Engineering (including parking) EVSE Siting: My work at EVgo and HND involves the strategic placement of charging infrastructure within parking lots and street-side locations, directly impacting city traffic flow and parking availability. Hardware Design: I create custom hardware (like cable holsters and plug extenders) designed for ergonomic functionality in public parking spaces, ensuring that infrastructure is accessible and does not impede pedestrian or vehicle traffic. Urban Planning Sustainable Development: My career is dedicated to the "Green Energy" sector, specifically building the infrastructure required for the electrification of city vehicle fleets (police, maintenance, and public transit). 3D Modeling for Cities: By using LiDAR and photogrammetry to create 3D models of sites, I provide urban planners with the digital twins necessary to visualize how new infrastructure fits into the existing city fabric. Structures/Buildings Structural Analysis (FEA): At JPL/NASA, I performed Finite Element Analysis (FEA) for thermal and structural durability. I apply these same principles to ensure that mobile charging rigs and EVSE hardware can withstand environmental stressors. Design for Durability: My experience designing "Cradle to Grave" prototypes for ground-based telescopes and Mars Rover flight hardware demonstrates an expert-level understanding of material science and structural integrity. Budget/Financing Cost Estimation Tools: I created the Infrastructure Cost Estimation (ICE) tool, which is a direct application of financial modeling to infrastructure projects. Procurement & Negotiation: I have extensive experience in supplier negotiations, ensuring cost-effective procurement for major infrastructure components, which is vital for maintaining municipal budgets. Other Related Experience: Autonomous Systems & UAS Advanced Mapping: My expertise in UAS (Uncrewed Aircraft Systems) isn't just about flying; it's about the data-driven future of city maintenance—using drones for bridge inspections, power line monitoring, and rapid disaster assessment.

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

Armond Matevosian

ARMOND MATEVOSIAN

Burbank, CA, USA | [redacted] | [redacted]

SUMMARY

Results-driven Engineer with over 20 years of experience bridging project management, product development, mechanical design, and green energy technology development. Adept at working across multiple disciplines to drive innovation, optimize workflows, and deliver scalable solutions in EV infrastructure, aerospace, and sustainable construction.

EXPERIENCE

Project Engineer – Technology & Site Development (contract)

HND / Nov 2023 – Present

- Lead the design and development of supplementary hardware components to support Electric Vehicle Supply Equipment (EVSE) infrastructure, while assisting in full-cycle site build-outs.
- Serve as primary Point of Contact (POC) across multidisciplinary teams, ensuring seamless communication between field crews, 3rd party vendors, and clients to align with project goals, timelines, and deliverables.
- Conduct aerial surveys using UAVs, totaling over 300 flight hours, to capture high-resolution 3D mapping data used for pre-construction planning, asset tracking, and infrastructure assessments.
- Collaborate closely with engineering and production teams to validate that all design specifications align with DFM principles, reducing production time and cost while maintaining design standards.
- Create custom EVSE accessory designs such as cable holsters and plug extenders using SolidWorks, focusing on ergonomic functionality, durability, and integration with existing systems.

Product Development Engineer

EVgo / Lion Electric / April 2019 – Nov 2023

- Managed EV charging solutions lifecycle for both private and commercial vehicle fleets.
- Established site development protocols and product integration.
- Developed charging system sizing criteria based on utility capabilities (11-350kW).
- Collaborated with OEMs (ABB, BTC, Clipper Creek, etc.) vendors, and utilities to align with market trends.
- Provided engineering support for new charging hardware.
- Created VLP (Vehicle Load Profile) tools for vehicle route analysis and efficiency calculations.
- Developed ICE (Infrastructure Cost Estimation) tools for site feasibility assessments.
- Conducted structural analysis on mobile charging rigs.
- Streamlined site design between development and project teams.
- Assisted in the design of BESS, solar, and backup battery systems.

Technical Project Manager

GRP Enterprises, LLC / June 2012 – Mar 2019

- Led site logistics and provided on-site contractor guidance.
- Implemented eco-friendly materials and energy-efficient systems.
- Developed and adjusted project schedules to optimize timelines.
- Performed supplier negotiations for cost-effective procurement.
- Conducted risk assessments and developed mitigation strategies.
- Increased annual revenue by 50% through improved material processes.

Mechanical Engineer – Flight Hardware Design & Product Development

JPL / NASA / June 2006 – Apr 2012

- Engineered complex packaging solutions for planetary science missions.
- Led electronics packaging efforts for JPL's flagship project Mars Rover (MSL) CheMin Instrument.
- Designed and analyzed high-power electronics packaging systems for JPL's space-based projects.
- Reduced labor and material costs by 30% via workflow optimization.
- Routinely performed (FEA) thermal and structural analysis proving durability of flight hardware.
- Increased design cycle productivity by 50% by developing custom CAD model libraries.
- Developed test fixtures and test plans for hardware vibration and stress performance evaluations.
- Designed and built "Cradle to Grave" prototypes of ground based telescopes.

EDUCATION + CERTIFICATIONS

Masters of Science (MSc), Mechanical Engineering

Virginia Tech, Blacksburg, VA

Thesis: Hybrid Adaptive Feedforward Control of Structures to Seismic Inputs

Bachelors of Science (BSc), Aeronautical Engineering

California Polytechnic Institute, Pomona, CA

Solidworks Certified Associate (CSWA) + FEA Training

Solidworks Corporation

Part 107 Certified Commercial Drone License

Federal Aviation Administration

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

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:

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

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

Tanya Papazian

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

City of Burbank Boards, Commissions & Committees

Application Form

BBK city clerk 01-12-26PM01:59

Profile

WARD W. SMITH
First Name | Middle Initial | Last Name

[redacted]
Email Address

[redacted]
Home Address | Suite or Apt

BURBANK | CA | 91504
City | State | Postal Code

[redacted]
Primary Phone | Alternate Phone

BLUESPACE INTERIORS | GENERAL MANAGER | MANAGER
Employer | Job Title | Occupation

Which Boards would you like to apply for?

None Selected
INFRASTRUCTURE OVERSIGHT BOARD

Length of time as a Burbank Resident: LIFETIME

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?

BURBANK CIVIC INVOLVMENT & AWARENESS

Education

B.A BUSINESS ADMIN / MINOR IN ARCHITECTUR
A.A FINE ART

Additional Pertinent Courses or Training

ARCHITECTURAL FOCUSED CAREER OF 46 YEARS

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 TOURNAMENT OF ROSES 10 YEARS

List Community activities in which you are involved:

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

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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.

40 YEAR ARCHITECTURAL & DESIGN IND.

What are your goals in serving on this Board/Commission/Committee?

CIVIC DUTIES - INTRESTED IN PUBLIC FUTURE DEVELOPMENT

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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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

[redacted]

☑ I Agree

Supplemental Questions (Infrastructure Oversight Board Only)

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.

None. I have not been involved in City Infrastructure or any affiliated projects. Looking to learn and serve where possible.

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 –*** *Basic Understanding of Civil Engineering*
- ***Architecture*** *– Minor AA Degree in Architecture and Planning. 46 Years experience in servicing the Architectural and Design Community through specification, installation and service of all Interior Products such as Demountable Walls, Furniture, Carpet, Floor and Equipment.*
- ***Project Management*** *– I manage multiple projects with Critical Paths and customer expectations all day long. I understand the purpose of a Ghant Chart, how to build one and follow one. I have a complete understanding of the concept of a Critical Path and how it*
- ***Urban Planning –*** *Little Experience here*
- ***Traffic Engineering (including parking)*** *- Little Experience here*
- ***Structures/Buildings*** *– Entire career dedicated to Architectural Tenant Improvement in the Private Sector.*
- ***Construction Management*** *– 15 Years experience in Modular Architecture and supporting FF&E on 100's of projects.*
- ***Budget/Financing*** *– 46 Years Experience in building and managing interior budgets. Responsible for $35,000,000 a year in managing a sales force of 10 that now provides the same services. General Manager for Bluespace Interiors in Burbank CA.*
- ***Other related and pertinent experience*** *– 4th Generation Burbank Residents that understands and can access and assist in Burbank concerns and future needs.*

Ward William Smith

[redacted] ◆ Burbank, California ◆ [redacted]

OBJECTIVE

Seeking a leadership position with a leading edge *Contract Furniture Manufacturer* in the area of marketing, sales, and design awareness.

EMPLOYMENT

July 2018 – Present

Bluespace Interiors, Burbank, California

Manager, New Business Development

- Responasable for manaaging the Sales, Design, and Project Mangement Roles and career planning for over twenty five Bluespace Interiors Solutions members.
- Developed sales strategies and internal resources to support a $45,000,000 corporate annual sales goal.
- Principal Responsible for hiring and training all sales and design personel.
- Colloaborted to support a 20% growth from 2014 to present.

October 2016 – July 2018

Interior Office Solutions, Los Angeles, California

Principal, Los Angeles Office

- Responasable for manaaging the Sales, Design, and Project Mangement Roles and career planning for over twenty five Unisource Solutions members.
- Developed sales strategies and internal resources to support a $45,000,000 corporate annual sales goal.
- Principal Responsible for hiring and training all sales and design personel.
- Collaborted to support a 20% growth from 2014 to present

June 2014 – October 2016

UNISOURCE SOLUTIONS, Pico Rivera, California

Principal, Executive Vice-President of Sales & Design

- Responasable for manaaging the Sales, Design, and Project Mangement Roles and career planning for over twenty five Unisource Solutions members.
- Developed sales strategies and internal resources to support a $45,000,000 corporate annual sales goal.
- Principal Responsible for hiring and training all sales and design personel.
- Colloaborted to support a 20% growth from 2014 to present.

October 2002 – June 2014

PACIFIC OFFICE INTERIORS, Agoura Hills, California

Principal, Sales Management

- Responsible for managing and motivating the Dealership Sales Team with two New Business Development postions, five Sales Professionals, six Project Managers and a team of five Designers.
- Designed, developed, and managed, a complete Conulstative Solution Based Sales approach to identify, capture, and deliver the architects and customers vision of interior space.
- Maintainted a consistent 86% close rate over the past eight years.
- Expanded dealership earnings from $4 million in revenue in 2002 through 2012's revenue of $16 million to an anticipated $20 million of revenue in 2013.

March 2001 – October 2002

HAWORTH, INCORPORATED, San Francisco, California

Global Accounts Manager

- Worked with Haworth dealers both domestically and internationally to deliver a turn-key sales approach for delivery, installation, and ongoing maintenance for many of Haworth's global customers.
- Expanded business opportunities with Kaiser Permanente, Siemens, DHL Worldwide Express, Cisco.

January 1999 – March 2001

HAWORTH, INCORPORATED, Holland, Michigan

Senior Territory Market Manager

- Responsible for the State Of Michigan contract (one of Haworth's largest and long standing accounts).
- Expanded the State of Michigan contract from a small offering of Systems Furniture parts to include most of Haworth's domestic product offering.
- Facilitated Haworth Alliance Planning Sessions with the State of Michigan Leadership
- Successfully negotiated a difficult contract extension adding two more years and approximately $40 Million dollars net to the current Haworth contract.

July 1997- January 1999

DBI BUSINESS INTERIORS, Lansing, Michigan

Account Executive

- Achieved over $1 million dollars net in sales in 1998.
- Responsible for maintaining the Michigan State University account.

March 1993 – July 1997

HAWORTH, INCORPORATED, Holland, Michigan

Senior Sales Automation Consultant, Sales and Customer Service Technologies

- Responsible for the development and implementation of the Remote Order Generation Project. Haworth's first "point of sale" product visualization, and order entry system.

January 1991 - March 1993

Electronic Order Processing Consultant, Sales and Customer Service Technologies

- Developed and implemented the *Haworth Product Database* (a CD based electronic CAD symbol library).
- Managed the design and development of Haworth's first electronic literature deployment.
- Implemented Haworth's Electronic Order Processing, technology and process at over one hundred Haworth dealers, increasing electronic order volume from 10% to over 85% of total order volume.

March 1989 - January 1991

Team Leader, Corporate Facilities Planning and Design

- Supervise facilitates design team responsible for product orders totaling 4.2 million dollars annually.
- Responsible for five West Michigan facilities totaling over 450,000 square feet of office space.
- Worked directly with the President, C.O.O., and Chairman of the Board on the construction, product specification and implementation of the executive office space at Haworth Center.

January 1988 - March 1989

LA INTERIOR SYSTEMS, INC., Los Angeles, California

CAD Project Manager

- Provided an interface between sales staff, design community and client while developing the project's scope, limitations and needs
- Supported sales staff with all design development documents and installation drawings through implementation including panel, component and electrical plans

October 1986 - January 1988

INTERIOR OFFICE SYSTEMS, INC., Westlake Village, California

Interior Designer Project Manager

- Implemented the first CAD system at this dealership; including the training and cross training of existing design and sales staff. Set graphic standards and developed a file maintenance system and client billing procedure

EDUCATION

Davenport College, Grand Rapids, Michigan
September 1994 - October 1996

- Completed Bachelors Degree in Business Administration

Kendall College of Art and Design
September 1988 - June 1992

- Courses in Fine Arts, 3 Dimensional Design and Art History

California Lutheran University, Thousand Oaks, California
September 1985 - June 1986

- Courses in Business Administration, English Literature and Physics

Ventura College, Ventura, California
September 1981 - June 1985

- Completed all core requirements and studied extensively in color and design, three dimensional design and space planning

SPECIAL ACHIEVEMENTS

- 1999 Haworth Quality Award
- Designed, organized, and supervised construction and decoration of Pasadena Tournament of Roses Float for City of Burbank, CA. Responsible for design development, man power, time schedules and purchasing of all materials.
- Eagle Scout, 1978

Application Form

Profile

Marcus
First Name

Middle Initial

Davis
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91505
Postal Code

[redacted]
Primary Phone

Alternate Phone

Occidental Entertainment
Employer

Senior Vice President of Property and Construction Management
Job Title

Entertainment Related Real Estate Executive
Occupation

Which Boards would you like to apply for?

Infrastructure Oversight Board: Submitted

Length of time as a Burbank Resident:

18 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?

My name is Marcus Davis. I've been married to my wife, Jessica, for nearly 20 years, and we're raising our three daughters and two dogs in Burbank. I've been a Burbank resident for 17 years, since 2008, and aside from my career and my marriage, being a Burbank resident is a long standing commitment in my life that continues today and into the future. My family and I have experienced the City as renters and homeowners, and I've personally navigated City departments including Building and Safety, Planning, Permitting and Inspections in connection with improvements to our homes. I currently serve as Senior Vice President of Property and Construction Management for Albert Sweet Development, the real estate division of Occidental Entertainment Group Holdings, where I've worked since 2006. I bring nearly 20 years of hands on experience overseeing real estate development, capital improvements, renovations and infrastructure related projects across Los Angeles County. I'm interested in serving on the Infrastructure Oversight Board because I care deeply about how infrastructure decisions translate into day to day experiences for residents. Streets, sidewalks, traffic circulation, utilities and public facilities are not abstract systems. They are things people interact with daily. I also recognize the unique infrastructure demands created by Burbank's role as a regional hub for studios, entertainment related uses and Hollywood Burbank Airport, and the importance of balancing economic activity with neighborhood livability, traffic management and reliable public services. I approach oversight with independence and objectivity, focused on facts, tradeoffs and long term value for residents. I view effective oversight as collaborative, supporting City staff through thoughtful review, constructive questions and clear communication, while keeping attention on scope clarity, funding and delivery outcomes residents can see and feel. As an African American professional and long time resident, I value representative civic leadership and believe diverse professional and lived experiences strengthen public decision making. I see service on this Board as an opportunity to contribute both technical insight and a resident focused perspective to support transparent, accountable infrastructure delivery. I believe effective civic oversight plays a critical role in ensuring public projects are delivered responsibly and in alignment with community priorities. Serving on a City board allows residents with relevant experience to contribute constructively, ask informed questions and help support public trust. My professional background has given me a strong understanding of how complex projects move from planning and design into procurement and construction, and where risks tend to arise related to scope, schedule, funding and coordination. I'm accustomed to reviewing projects through the same lens used in capital program updates, including funding sources, project phase, readiness to proceed and how changes are managed. I'm motivated to apply that experience in a balanced, collaborative way that supports City staff while keeping residents' interests front and center.

Education

High School Diploma Some college coursework

Additional Pertinent Courses or Training

AutoCAD Architecture Certification, supporting a practical understanding of architectural and civil drawings, site plans, grading, utilities and construction documentation.

Other Pertinent Skills, Experience or Interests

I bring extensive experience in project oversight, budgeting and financial controls, contract and vendor evaluation, schedule management, permitting coordination and stakeholder communication. My background includes land use planning, environmental impact considerations and coordination with public works, planning and utility agencies. I'm particularly experienced in reviewing projects at both the corridor and site level, understanding how individual improvements fit into broader systems such as street networks, sidewalks, traffic operations and public facilities. I'm also attentive to smaller, high impact projects that matter to residents, including sidewalk rehabilitation, ADA accessibility, park lighting, irrigation improvements and facility maintenance, because these are often where trust in infrastructure is built.

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:

Active involvement in Burbank schools and City Parks and Recreation programs. Participation in fundraising and volunteer efforts across Burbank elementary, middle and high schools, including Brett Harte Elementary, Luther Middle School and Burroughs High School. Participation in Girl Scouts and school athletic and performing arts programs, including girls volleyball and choir at Burroughs High School. Regular attendance at school and community events that utilize City facilities, parking, traffic coordination and public safety services.

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.

I have overseen hundreds of projects ranging from small repairs to large scale development and infrastructure improvements, with individual project budgets from approximately $10,000 to $25,000,000+ and annual capital and maintenance oversight ranging from approximately $2,000,000 to $20,000,000+. My experience includes coordination with public works agencies, water boards, utility providers, planning departments and building departments on projects involving street improvements, sidewalks, ADA accessibility, street lighting, utilities, environmental review and public infrastructure interfaces. I've worked within multi-departmental permitting and case management environments, and I'm comfortable evaluating projects based on funding sources, scope definition, phase readiness, procurement timing and construction sequencing. In addition, I've consulted with leadership of the Hollywood Business Improvement District to provide independent analysis and feedback on capital and infrastructure programs. This included review of budgets, expenditures, project phases, PS&E readiness, procurement timing and construction windows, with a focus on supporting clear, reliable CIP updates and practical recommendations grounded in scope, schedule and fiscal discipline. This background allows me to review technical documentation, understand plan sets and civil details and ask informed oversight questions such as what has changed, why it changed, how it affects cost and schedule and what mitigation steps are in place. I focus on oversight rather than day to day project management, with attention to accountability, transparency and long term asset management. I understand and respect the ethical obligations of public service and am prepared to complete all required ethics training.

What are your goals in serving on this Board/Commission/Committee?

My goal is to support thoughtful, transparent oversight of City infrastructure projects with a focus on how decisions ultimately affect residents and the broader community. I want to help ensure projects are well scoped, responsibly funded and clearly communicated, so residents see consistent progress in core areas such as street and sidewalk conditions, traffic operations, public facilities and parks. I also hope to contribute to consistent standards around procurement, scope control and lifecycle planning so infrastructure investments continue to deliver long term value for Burbank residents.

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)

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 bring nearly 20 years of hands on experience overseeing infrastructure related projects that interface directly with City departments and public processes. My work includes both major capital projects and routine maintenance and repair work, from early planning and due diligence through design, budgeting, permitting, construction and closeout. I have extensive experience coordinating with public works, planning, building and safety, utilities and environmental agencies on projects involving streets, sidewalks, ADA accessibility, street lighting, utilities, drainage, traffic circulation and public facility improvements. This includes navigating permitting, inspections, plan review, environmental considerations and interdepartmental coordination. On the delivery side, I regularly evaluate projects based on scope clarity, funding sources, phase readiness, procurement timing and construction sequencing. I am accustomed to reviewing capital programs that include both long-term infrastructure investments and recurring maintenance work, and I understand how routine projects like sidewalk repair, lighting upgrades and facility maintenance directly affect resident experience and long term asset performance. My approach to infrastructure work emphasizes clear scoping, fiscal discipline, coordination across departments and practical execution, with attention to how projects impact residents, businesses and daily operations.

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

My professional background spans multiple areas directly relevant to City infrastructure oversight, including the following: Architecture and Civil Documentation I hold an AutoCAD Architecture Certification and have a working understanding of architectural and civil drawings, including site plans, grading, utilities and construction documents. This allows me to review plans, understand technical details and track scope throughout design and construction. Project and Construction Management I have overseen hundreds of projects ranging from small repairs to large-scale infrastructure and development work. My experience includes managing scope, schedules, consultants and contractors, coordinating inspections and ensuring projects move efficiently from planning into construction and closeout. Structures and Buildings My background includes extensive work on building systems, facility renovations and structural and life safety related improvements. I am familiar with how building performance, maintenance needs and lifecycle planning intersect with public infrastructure systems. Urban Planning and Land Use I have worked closely with planning departments on land use considerations, entitlement processes and environmental review. This includes understanding how zoning, community impacts and long-term planning objectives shape infrastructure decisions. Traffic Engineering and Parking While not a traffic engineer, I regularly work with traffic engineers and transportation agencies on projects involving circulation, access, parking, staging and construction impacts. I understand how traffic and parking considerations affect both project delivery and resident experience. Budget and Financing I have direct responsibility for capital and maintenance budgets, with annual oversight ranging from approximately $2,000,000 to $20,000,000 and individual project budgets up to approximately $25,000,000. I am accustomed to tracking expenditures, evaluating changes, understanding funding sources and ensuring fiscal accountability. Other Related Experience In addition to my primary role, I have consulted with leadership of the Hollywood Business Improvement District to provide independent analysis and feedback on capital and infrastructure programs. This included review of budgets, expenditures, project phases, PS&E readiness, procurement timing and construction windows, with a focus on clear reporting and practical recommendations. Across all of these areas, I bring an oversight mindset focused on transparency, coordination and long term value.

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

Application Form

Profile

Fred
First Name

Middle Initial

Massabki
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91504
Postal Code

[redacted]
Primary Phone

Alternate Phone

Anchor QEA, Inc.
Employer

Senior Managing Engineer
Job Title

Licensed Professional Engineer, Project Manager, Staff Manager
Occupation

Which Boards would you like to apply for?

Infrastructure Oversight Board: Submitted

Length of time as a Burbank Resident:

14 years, 5 months

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?

Burbank has become my hometown. In many ways, I have always had a connection to the City, having come out here every summer on vacation to visit cousins who grew up here. My wife is a Burbank native, and we've returned here given her roots (her parents and extended family members live here too) and her job (BUSD teacher). Our three children are in 1st through 6th grade in BUSD schools. We make good use of the libraries and park facilities. We walk, bike, and drive throughout the City and appreciate the sidewalk, crossing, and street improvements made over the years. Therefore, I want to give back to this City by helping to evaluate capital improvement projects, gathering community input, and advising Council on CIP elements to phase the work to ensure both maximum useful life and effective allocation of available general and grant funding.

Education

B.S. Mechanical Engineering - University of Virginia, 2003; M.S. Civil Engineering - UCLA, 2004

Additional Pertinent Courses or Training

Project Management Certificate - San Diego State University; Project Management Professional certificate; Professional Engineering License since 2006

Other Pertinent Skills, Experience or Interests

Professional: project management; condition assessment; master planning and concept design; preparation of plans, specifications, calculations, and cost estimates for public and private infrastructure repair and replacement; and MS Project scheduling Personal: reading and research (e.g., library services), walking, biking, recreational sports

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

List Community activities in which you are involved:

Burbank AYSO soccer coach - 2024 and 2025; Burbank Parks and Rec youth basketball coach - 2024/25 and 2025/26; cleared volunteer at BUSD

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:

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.

I have been a licensed civil engineer in the state of California for 20 years and have worked as a design and project management consultant for over 21 years. I have worked closely with municipal clients throughout the state on a variety of projects and understand the various codes, standards, and design guidelines involved in public infrastructure work.

What are your goals in serving on this Board/Commission/Committee?

My goal is to ensure that City capital improvement and infrastructure maintenance and repair projects are selected and phased in a manner that considers life cycle cost analysis, sustainable design, and responsible use of current and projected general funds and available grant funding.

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)

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 have worked over 20 years providing civil engineering consulting services for public and private clients. I have been involved in condition assessments, repairs and retrofit of existing structures, and design and construction oversight of new projects. These projects have been as varied as piers, wet utility systems, wastewater treatment upgrades, container terminal improvements, park redevelopment, and marinas. I am well-versed in the California Building Standard Codes, National Fire Protection Association standards, Greenbook standards, and ASCE standards and manuals of practice among others. Recently, sustainable and resilient design and life cycle cost analysis have become critical components of the project evaluation and design processes. Having worked with several municipal clients, I understand what is required for project development, requests for proposals, design development, permitting, and construction. Additionally, several projects included community and working committee meetings, commission and city council presentations, and engaging with council members in addition to working with public works staff. Therefore, I believe that I would bring a technical understanding and insight to the project review process as well as an understanding of public engagement and working with public works staff and consultants.

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

As noted in Question #1, I have performed a variety of projects for municipal clients. This includes concept design; civil engineering design for water, sewer, recycled water, and storm drain lines; design of foundations and retaining wall structures (e.g., bulkheads, piles, etc.); master planning of utility systems; brownfield redevelopment for municipalities; project management; plan check support; grant funding support; regulatory permitting support; bid support; and construction services support. I understand what goes into design and construction such as the duration and effort required, the unknown issues that may arise, design life, and methods to extend the useful life of infrastructure. I look forward to working the Public Works Department, other City departments, City Council, other members of the Infrastructure Oversight Board, and the community at-large if I am chosen to sit on the board. Thank you.

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

Fred Massabki

Fred Massabki, P.E., PMP

[redacted]

Summary

Award-winning engineer with over 21 years of experience in waterfront facility design and infrastructure projects across North America. Expertise in managing and delivering complex engineering solutions for public and private sector clients. Projects encompass fixed piers, floating docks, bulkheads, launch ramps, shoreline stabilization, and ADA compliance. Results-oriented leader serving as team manager and principal engineer, overseeing all project phases from inspection and design through permitting and construction services. Specializes in recreational marinas, seawalls, and container terminal facilities, with a strong background in civil engineering, site utility, grading/paving, quality assurance/control, and CAD. Recognized for excellence in project management and design, with projects receiving awards from ENR, ACEC, and CMAA.

Professional Experience

Anchor QEA (11/2015 – Present)

Senior Managing Engineer (01/2022 – Present)
Managing Engineer (11/2015 – 12/2021)

Leads waterfront engineering projects, providing expertise in design, inspection, permitting, and construction services. Key responsibilities include project management, engineer-of-record, client liaison, and ensuring compliance with industry standards and code requirements. Manages a staff of four engineers and designers and is responsible for larger waterfront facilities group operations.

AECOM (09/2007 – 11/2015; acquired URS Corporation in 10/2014)

Senior Associate Engineer/ Project Manager (03/2014 – Present)
Senior Engineer (09/2007 – 03/2014)

Served in increasingly responsible engineering and managerial roles, focusing on waterfront projects, including recreational marinas and port facilities. Gained significant experience in project design, management, and client interaction.

Kennedy/Jenks Consultants (07/2004 – 09/2007)

Engineer (06/2006 – 09/2007)
Staff Engineer (07/2004 – 06/2006)

Gained experience in site civil and water system engineering projects. Prepared computer models and master plans of water and wastewater systems. Designed pressure and gravity pipelines.

Licenses and Certifications

- Professional Civil Engineer, State of California, No. C70423, 2006
- Professional Civil Engineer, State of Washington, No. 2010786, 2020
- Project Management Professional, Project Management Institute, No. 1936952, 2016

Education

- **MS, Civil Engineering** - University of California, Los Angeles, 2004
- **BS, Mechanical Engineering** - University of Virginia, 2003
- **Certificate, Project Management** - San Diego State University, 2015
- **Certificate, Coastal Engineering** - Old Dominion University, 2007

Awards

- **Engineering News Record,** US West Award of Merit, Water/Environment: Newport Bay Trash Interceptor, 2025
- **American Council of Engineering Companies**, National Recognition Award: National Park Service Scorpion Anchorage Pier Replacement in Channel Islands National Park, 2025
- **American Council of Engineering Companies California**, Engineering Excellence Awards, Honor Award: National Park Service Scorpion Anchorage Pier Replacement in Channel Islands National Park, 2025
- **American Council of Engineering Companies California**, Engineering Excellence Awards, Merit Award: National Park Service Anacapa Island Wharf Rehabilitation in Anacapa Island, 2024
- **Construction Management Association of America Southern California Chapter**, Project Achievement Award: Design Quality Partner in Transportation less than $10 Million—Port of Long Beach, Pier G, Berths G235 to G236 Shore-to-Ship Power Retrofit, 2014

Key Skills

- Waterfront Structures Design (Piers, Docks, Bulkheads, Marinas, Seawalls)
- Coastal Engineering and Shoreline Stabilization
- Project Management (PMP Certified) and Principal Engineering
- Civil Engineering (Site Utility, Grading/Paving)
- Construction Management and Support Services
- Condition Assessments and Inspections
- Permitting and Regulatory Compliance
- Master Planning (Small Craft Marinas, Marine Terminals)
- CAD and Design Software
- Quality Assurance/Quality Control

Selected Project Experience

- **Scorpion Pier Replacement, Santa Cruz Island, National Park Service, Ventura, CA** (Award Winner): Provided civil engineering design and served as engineer-of-record for the replacement of a deteriorated pier. Addressed challenges of a remote, exposed open-ocean site. Led structural engineering services for the replacement pier and approach road design.
- **Anacapa Island Wharf Replacement, National Park Service, Venture, CA** (Award Winner): Led design and construction support services as civil/structural engineer-of-record for replacement of the access wharf. Oversaw structural engineering for the new cantilevered wharf structure and adjustable embarkation platform. Prepared design of mooring systems.
- **Balboa Yacht Basin Redevelopment, City of Newport Beach, CA**: Project manager and lead engineer for replacement of a 170-slip marina. Design considerations include strategic reuse of piles, improvements to slip widths while maintaining slip mix, and utility upgrades.
- **Los Angeles County Public Safety Dock Replacement, Marina del Rey, CA**: Lead waterfront engineer for preparation of bridging documents for replacement of the Sheriff and Lifeguard Dock in Marina del Rey. Design elements including on-dock buildings, fuel dispenser, sewer line, domestic water and fire protection water lines, and electrical utilities.
- **El Dorado Duck Pond Rehabilitation, City of Long Beach, CA**: Project manager and civil/structural engineer-of-record for replacement of concrete walks and pump house, design of bioswales, and installation of new recycled water fill and golf course irrigation supply lines. Larger project included improvements to the pond, landscaping, and grading.
- **San Pedro Waterfront Connectivity Plan, Port of Los Angeles, CA**: Waterfront consultant for a visioning and planning document. Focused on water taxi service opportunities, facility recommendations, and participated in public outreach.
- **King Harbor Public Amenities Plan, City of Redondo Beach, CA**: Waterfront consultant for a visioning and planning document. Developed concepts for public boat launch, non-motorized hand launch, bulkhead replacement, and pier replacement, and prepared associated rough-order cost estimation. Participated in working committee meetings.
- **Clayton Resiliency and Economic Development Projects, Clayton, NY**: Lead marine structural engineer for the design and installation of a wave attenuator to protect the public waterfront following storm damage. Evaluated wave conditions and hydrodynamic loads.
- **San Diego Creek Trash Interceptor, City Newport Beach, CA** (Award Winner): Engineer-of-record for waterfront structural elements of a trash interceptor project to capture debris along the San Diego Creek and reduce trash entering Newport Bay. Oversaw design of guide piles, boom anchor piles, and a pile-supported pier structure.
- **Balboa Island Seawalls Structural Integrity Assessment, City of Newport Beach, CA**: Managed and performed condition assessment of 2.5 miles of bulkheads. Prepared concept design options and cost estimates for near-term and long-term replacement planning.
- **Pier G, Berth G236 Shore-to-Ship Power Retrofit, Port of Long Beach, CA** (Award Winner): Managed construction support and record drawing services for the retrofit of an existing wharf to provide shore-to-ship power utilities including backlands infrastructure.

- **ITS Pier G Container Terminal Equipment Automation Study, Port of Long Beach, CA**: Assistant terminal planner preparing a study for container storage yard and stevedoring equipment recommendations as part of a major container terminal expansion.
- **North Lake Tapps County Park Bulkhead Replacement and Boat Launch Improvements, Pierce County, WA**: Provided engineering to replace a degraded bulkhead and extend shoreline protection using fiberglass sheet piles and concrete retaining walls. Developed boat launch improvements. Larger project included park improvements and new comfort station.
- **Parcel 86 Shoreline Repair Project, Port of Tacoma, WA**: Engineer-of-record for steel sheet pile wall adjacent to active rail trestle to protect port infrastructure along creek.
- **Amherst and Wolfe Island Ferry Terminal Concept Plans, Ministry of Transportation Ontario, Canada**: Prepared concept designs including geotechnical review and ice floe analysis to improve ferry service between the Ontario mainland and Amherst and Wolfe islands in the St. Lawrence River.

(The above project list is a selection. A comprehensive list can be provided upon request.)

Burbank Municipal Code
§ 2-1-426: Infrastructure Oversight Board

Attachment 2

Burbank Municipal Code
§ 2-1-426: Infrastructure Oversight Board

A. Establishment and Purpose: There is hereby created an Infrastructure Oversight Board, who shall oversee and make recommendations to the Council regarding the infrastructure of the City (not part of an enterprise fund). The mission of this new Board, in part, is to ensure the reliability, maintenance and safety of the City's infrastructure. Some oversight parameters may include: safety, funding, planning, construction, (i.e. high level review of scope, schedule, cost, and risk of infrastructure projects), operations, maintenance (reviewing the adequacy of existing maintenance programs), and implementation of best practices related to infrastructure.

B. Composition of the Board:
   1. The Infrastructure Oversight Board shall be composed of the following members:
      a. Seven (7) members to be appointed by Council.
      b. When appointing persons to the Board, Council should consider not only diversity, but also the appointee's interest in and knowledge of City infrastructure projects, methods, and procedures. As such, Council should consider appointment of architects, civil engineers, as well as professionals with expertise in other areas such as project management, urban planning, traffic engineering, structures/buildings, construction management, budget/finance, and/or other related expertise. Toward this end, when recruiting for open positions on this Board, the City Clerk in any advertisements shall encourage civil engineers, as well as professionals with expertise in other areas such as transportation, urban planning, traffic engineering, structures/buildings, construction management, budget/finance, to apply.

   2. The Board shall have the constituted offices of Chair and Vice Chair.
      a. Chair – The Chair shall maintain the general supervision, direction and control of the business and meetings of the Infrastructure Oversight Board. The Chair shall preside at all meetings of the Board.
      b. Vice Chair – The Vice Chair shall act in the absence of the Chair, perform all the duties of the Chair, and in so acting, shall have all the powers of the Chair.

   3. Liaison with Council: The City Council shall designate two members of the City Council to attend Board meetings, but such members shall not be members of the Board.

C. Powers and Duties of the Board:
   The Infrastructure Oversight Board shall have the duties to:
   1. Act as advisory body to the Council on matters related to City infrastructure (non-enterprise funded).

2. Provide annual review and recommendation to Council as recommended by City staff for infrastructure projects and programs, such as:
   a. Capital Improvement Projects – Major Projects (i.e. construction or renovation of a municipal facility);
   b. Programmatic Capital – routine and regular annual capital renewal (i.e. the City's pavement management program, HVAC replacements, roof replacement, etc.);
   c. Maintenance Programs;
3. Annually review staff's recommended infrastructure funding prioritization for Council consideration and review the proposed general fund infrastructure expenditures. Review of funding and recommended prioritization of annual budget and ten-year infrastructure plans. Annual review of funding shall include a review of use of prior year funding and what was and was not accomplished versus planned project and program specific goals.
4. Receive quarterly reports on the status of funded projects.
5. Review and recommend infrastructure policies, practices, and programs in accordance with adopted plans (i.e., the General Plan, Specific Plans, Complete Streets Plan, and Bicycle Master Plan, etc).
6. Assist in communicating with the community concerning infrastructure projects and programs and the importance of properly maintaining the City's assets.
7. To perform such advisory functions as are delegated to it by the provisions of this code or other action of the Council or as prescribed in the Burbank Municipal Code, adopted plans and governing rules, laws and regulations.

D. Meetings:

The Infrastructure Oversight Board shall meet regularly at least every month, on a day and time and place to be determined and fixed by the Board and held in accordance with the Ralph M. Brown Act. Additional noticed meetings may be scheduled as necessary. Regular action minutes of each meeting shall be maintained by the Public Works Department. The Board may create subcommittees as necessary to accomplish the goals of the Board.

E. Quorum:

A majority of four (4) voting members of the Infrastructure Oversight Board shall constitute a quorum. [Added by Ord. No. 19-3,914; Amended by Ord. No. 24-4,012, eff. 5/10/24.]

STAFF REPORT

POLICE DEPARTMENT

DATE: February 10, 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: Introduction of an Ordinance Amending Article 28, Chapter 1, Title 6 of the Burbank Municipal Code regarding Electric Mobility Devices

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RECOMMENDATION

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.

BACKGROUND

At the March 11, 2025, City Council meeting, Staff was directed to establish guidelines to regulate the usage of personal electric mobility devices. Council direction focused on clarifying definitions and rules for these devices across local and state law, streamlining enforcement, and addressing safety concerns these devices may pose to pedestrians and other roadway users. Additionally, Staff was directed to coordinate internally, solicit input from the Transportation Commission, engage in public outreach and education with the community, and analyze changes in State policy to update the Burbank Municipal Code (BMC) to reflect new technologies.

DISCUSSION

The use of electric mobility devices, including electric scooters and motorized bicycles, as well as Class 1, 2, and 3 electric bicycles, has surged in popularity due to their convenience for short-distance travel, cost-effectiveness, and perceived environmental benefits. There has been an increase in electric mobility devices on the City's roadways, designated bikeways, and hillside trails over recent years, prompting discussions and concerns regarding their proper use, the need for additional enforcement, and stricter regulations.

A Shifting Regulatory Landscape

The Burbank Police Department is responsible for both enforcement and education related to traffic safety, including the safe operation of electric mobility devices. The Police Department's Traffic Bureau oversees the distribution of traffic safety educational materials and conducts citywide traffic enforcement with support from Patrol Officers. However, the BMC does not reflect the rapid diversification of the electric mobility device landscape and therefore does not enable effective enforcement of issues related to these devices. This has resulted in ineffective enforcement as regulations at the local level do not accurately reflect changes at the State level.

Since vehicle and device types are defined in the California Vehicle Code (CVC), local regulations rely on terms defined by the State (Attachment 2). As electric mobility devices expanded in recent years, various State laws have been adopted to provide local agencies clearer distinctions between the various devices and the ability to more effectively regulate these devices (Attachment 3).

Updates to the BMC

Through a joint effort of staff from the Police Department, City Attorney Office, Parks and Recreation Department, and Community Development Department (CDD), Staff has prepared a proposed ordinance (Attachment 1) to update BMC Article 28, Chapter 1, Title 6: BICYCLE PATHS, TRAILS AND BIKEWAYS; EQUESTRIAN, HIKING AND RECREATION TRAILS and add subsequent Articles (Ordinance). Proposed changes include:

- Addition of a Definitions Article reflective of the current transportation landscape (Amending BMC § 6-1-2801)
- Expansion and modernization of the "Rules of the Road" Article (Amending BMC § 6-1-2802)
- New Articles on enforcement (BMC § 6-1-2803) and exemptions (BMC § 6-1-2804)
- Addition of restrictions on electric mobility devices and electric bicycles to the existing bicycle restriction on the Mariposa Street Bridge (BMC § 6-1-2805)
- Elimination of existing BMC § 6-1-802: SELF-PROPELLED VEHICLES AND COASTERS PROHIBITED IN CITY-OWNED PARKING LOTS, STRUCTURES

AND OTHER AREAS DESIGNATED BY THE CITY and incorporate into the “Rules of the Road” (BMC § 6-1-2802)

The Ordinance reflects changes made at the State level to more closely reflect the current CVC. This brings the BMC in compliance with the updated CVC and positions the City to more effectively adopt any future CVC changes related to bicycles and electric mobility devices. These changes support the City’s transportation goals and policies identified in the Burbank2035 General Plan and the Complete Streets Plan.

BMC Changes in Practice

The proposed Ordinance seeks to clarify definitions and clearly indicate where electric mobility devices are allowed and where they are prohibited. Per Assembly Bill 1909, the CVC was updated to state that Class 1, 2, and 3 electric bicycles can be operated anywhere a standard bicycle is permitted, and local jurisdictions’ regulations are limited to only equestrian, hiking, or recreation trails.

CVC § 231 states, “An electric bicycle is a bicycle.” An electric bicycle is defined as a bicycle with pedals, top power of less than 750 watts, and a top speed of 28 miles per hour (CVC § 312.5). They can be ridden on all on-street bike lanes (Class II, III, and IV) and off-street bike paths (Class I), including the Chandler Bikeway, Burbank Channel Bikeway, and North Channel Bikeway.

The proposed Ordinance groups all devices that do not have the defining characteristics of a bicycle (CVC § 231) or electric bicycle (CVC § 312.5) as electric mobility devices. These devices do not have pedals, have a top speed above 28 miles per hour, and/or have a power output of more than 750 watts. Electric mobility devices include electric scooters, electric personal assistive mobility devices (e.g., hoverboards), electric motorized boards, pocket bikes, motor-driven cycles (e.g. Vespas), and motorized bicycles or mopeds. A subset of electric mobility devices, such as electric personal assistive mobility devices, electric motorized boards, and electric scooters are permitted in bicycle lanes and on sidewalks per the CVC, while other higher speed devices are not. Given the fragmented nature of the mobility market, the proposed Ordinance is an attempt to more easily discern, better educate, and streamline enforcement around the usage of electric mobility devices at the local level.

All bicycles, including standard bicycles, are currently prohibited from the Downtown District. In conformance with State law, the proposed Ordinance reiterates that bicycles can be ridden on sidewalks elsewhere in the City but adds language requiring yielding and mandating safe interactions with pedestrians. The Ordinance proposes that all bicycles and electric devices be prohibited from the equestrian trails between Alameda Avenue and the Los Angeles River as well as the Mariposa Street Bridge.

Additionally, the proposed Ordinance will mandate rider conduct requirements contained in the "Rules of the Road" section of the BMC to also pertain to electric bicycles and, depending on the location, electric mobility devices. Finally, the Definitions Article will add a definition for operation in an "unsafe manner," which was previously undefined.

Enforcement Issues and Efforts

Two major enforcement issues have been high speeds in congested pedestrian areas and unsafe riding on roadways. Most of these high speed and unsafe riding incidents involved devices that are not electric bicycles because they are outside of the Class 1, 2, or 3 electric bicycle designation. For example, many devices are marketed as "electric bicycles" but do not meet the legal definition of electric bicycle due to higher speed, inclusion of a throttle, no pedals, or a combination of these. Some devices that have a top speed of 30 miles per hour meet the definition of "*motorized bicycle* or moped" as defined in CVC § 406 and require a valid license of any type to operate. If the device exceeds 30 miles per hour, it is considered a *motor-driven cycle* and requires an M1 license to operate (CVC § 405).

Many of these devices are sold online and shipped directly to consumers, and in this distribution model, there is little oversight and few repercussions for mislabeling a motorized bicycle as an electric bicycle. With a multitude of devices for sale and confusing or misleading device definitions, it is difficult for consumers to understand that they may not be buying a legal Class 1, 2, or 3 electric bicycle, but instead a device that requires an M1 license. This is especially concerning when parents purchase them for their children. Recent State legislation, such as Assembly Bill 1774 and Senate Bill 1271, attempt to hold the manufacturers accountable for misrepresenting device classes, but there is no evidence it has been effective yet.

The updated BMC definitions give the Police Department the ability to more effectively communicate, educate, and enforce rules on these devices that resemble electric motorcycles. The proposed Ordinance (BMC § 6-1-2803: ENFORCEMENT) outlines a fine schedule and alternative enforcement method for minors. Should a minor receive a citation, the Police Department will use the occasion as an opportunity to educate the minor and parents of the rules of the road and laws as they pertain to electric mobility devices.

COMMUNITY OUTREACH

The Police Department has conducted presentations with public commissions and boards, as well as held several forums with community groups to discuss these issues and receive critical feedback. Community engagement initiatives included meetings with the Police Commission (February 19, 2025), Transportation Commission (June 25, 2025), Senior Board (May 28, 2025) and Youth Board (May 7, 2025). The Police Department and CDD also hosted public forums regarding electric mobility devices, with an in-person

forum on September 3, 2025, and an online forum on September 10, 2025. The main goal of these forums was to gauge public sentiment and receive feedback that would aid in crafting the ordinance to meet the needs of the community while addressing the related safety issues and concerns.

Valuable feedback was obtained from the Police Department's community outreach and incorporated into the proposed Ordinance. Overall, the Police Department's outreach revealed confusion over existing State law, notably where certain devices can legally be ridden. Members of the public voiced concern over safety issues that arise in locations where slower road and path users interact with electric devices, specifically pedestrians on Chandler Bikeway and in the Downtown District, as well as equestrians in the paths along the Los Angeles River. Support was also voiced for further regulations on high-speed devices while maintaining the ability to ride Class 1, 2, and 3 electric bicycles on existing bikeways and trails in the Verdugo Mountains. Some members of the public expressed interest in speed limits on electric bicycles, but many bicycles and devices are already regulated at the point of sale or are subject to speed limits in the CVC.

While an outright ban on electric mobility devices was discussed during the outreach process, most individuals who attended the presentations and forums recognized and supported the approach of engaging in community education around proper usage. As such, Staff is preparing an outreach and education campaign to inform the public on the Ordinance, should it be approved.

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.

CONCLUSION

The Police Department and CDD solicited and received input from commissioners, board members, and community members regarding concerns related to electronic mobility devices. This feedback informed a collaborative, multi-departmental effort to develop a proposed ordinance that clearly defines and establishes regulations governing bicycles and electric mobility devices within the City of Burbank.

If approved, the City, through the Police Department and the Public Information Office, will continue its public education efforts through a variety of outreach forums and social media platforms to ensure the community is informed and understands the new regulations. These efforts will support safer shared use of public spaces, improve compliance, and help balance mobility options while protecting pedestrians, cyclists, and riders—ultimately benefiting the Burbank community.

ATTACHMENTS

Attachment 1 – Proposed Ordinance
Attachment 2 – California Vehicle Code Device Definitions
Attachment 3 – Relevant State Laws related to Electric Mobility Devices and Electric Bicycles
Attachment 4 – Redlined BMC § 6-1-2801

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 us 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

Mode	Where Riding Allowed per CVC						Where Riding Allowed per CVC (Description)	Max Device Speed per CVC	Helmet	Age/License Restriction	Can Local Jurisdiction Further Limit?
	Road	Sidewalk	Class 1 Bike	Class 2 Bike	Class 3 Bike	Class 4 Bike					
Bicycles											
Bicycle	Yes	Yes	Yes	Yes	Yes	Yes	All roadways, bike lanes, or sidewalks	N/A	Under 18	N/A	Yes, Equestrian, recreation, or hiking trail only per CVC 21207.5
Electric Bicycle	Yes	Yes	Yes	Yes	Yes	Yes	Anywhere a standard bicycle is allowed (CVC 231)	-	-	N/A	Yes, Equestrian, recreation, or hiking trail only per CVC 21207.5
Class 1	Yes	Yes	Yes	Yes	Yes	Yes	Anywhere a standard bicycle is allowed (CVC 231)	20	Under 18	N/A	Yes, Equestrian, recreation, or hiking trail only per CVC 21207.5
Class 2	Yes	Yes	Yes	Yes	Yes	Yes	Anywhere a standard bicycle is allowed (CVC 231)	20	Under 18	N/A	Yes, Equestrian, recreation, or hiking trail only per CVC 21207.5
Class 3	Yes	Yes	Yes	Yes	Yes	Yes	Anywhere a standard bicycle is allowed (CVC 231)	28	Everyone	Under 16 prohibited from operating	Yes, Equestrian, recreation, or hiking trail only per CVC 21207.5
Electric Mobility Devices											
Electric Personal Assistive Mobility Device	Yes	Yes	Yes	Yes	Yes	Yes	Can only ride as fast as "reasonable and prudent" (CVC 21281.5)	12.5	N/A	-	Yes per CVC 21282
Electric Motorized Board	Yes	Yes	Yes	Yes	Yes	Yes	On roadways over 35 mph speed limit they must ride in Class II or IV bikeways (CVC 21294a) On a road, bikeway, or any other public bicycle path, sidewalk, or trail, at a speed under 15 mph (CVC 21294b)	20	Everyone	Under 16 prohibited from operating	No guidance in CVC
Motor-driven Cycle	Yes	No	No	No	No	No	Only on streets applicable to motorcycles (CVC 405)	N/A	Everyone	15 years and 6 months minimum for permit; M2 license required	No, since already prohibited on roadways and paths
Motorized Bicycle or Moped	Yes	No	No	Yes	Yes	Yes	Allowed on Class II or Class IV bikeways (CVC 21207.5) at a speed that is "no greater than is reasonable or prudent" (CVC 21209b)	30	Everyone	M2 license required	No, since already regulated to bike lanes only
Motorized Scooter	Yes	No	Yes	Yes	Yes	Yes	On a bikeway, bike trail, or bike path (CVC 21230) In the roadway if the speed limit is 25 mph or less (CVC 21235b) May not be ridden on any sidwalk (CVC 21235g)	15	Under 18	Under 16 prohibited from operating; need valid license or permit	Yes per CVC 21230
Pocket Bike	No	No	No	No	No	No	Not on any public rights of way	N/A	N/A	Not designated for use in right of way	No, since already prohibited on roadways and paths

Relevant State Laws related to Electric Mobility Devices and Electric Bicycles

Assembly Bill 544

- Requires e-bikes to have a rear red reflector or light visible at 500 feet at all times of day.
- Extends bicycle safety courses for minors who receive helmet infractions to include a specialized electric bicycle safety course developed by the Department of the California Highway Patrol

Assembly Bill 545

- Prohibits a person from selling an application that can modify the speed capability of an electric bicycle.

Assembly Bill 965

- Restricts sale of class 3 electric bicycle to someone under the age of 16

Assembly Bill 1774

- Prohibits modifications that allow e-bikes to exceed 28 mph.
- Bans the sale of devices that modify e-bike speeds.
- Requires updated labeling if an e-bike is modified to function as a different class.

Assembly Bill 1778

- Authorizes Marin County to prohibit individuals under 16 from operating Class 2 e-bikes.

Assembly Bill 1909

- Removes the prohibition of class 3 electric bicycles on Class I, II, III, and IV bikeways but authorizes a local authority to prohibit the operation of any electric bicycle or any class of electric bicycle on an equestrian trail, or hiking or recreational trail.
- Bans compulsory bicycle licensing ordinances, though voluntary programs are still permitted.

Assembly Bill 1946

- Requires the California Highway Patrol (CHP) to develop a statewide e-bike safety and training program.
- The program, available on the CHP website under "Electric Bicycle Safety Training," provides a certificate upon course completion.
- CHP was mandated to implement this program by September 1, 2023.

Assembly Bill 2234

- Authorizes San Diego County to prohibit individuals under 12 from operating Class 1 and Class 2 e-bikes.

Senate Bill 1271

- Defines an electric bicycle as one equipped with fully operable pedals and an electric motor not exceeding 750 watts.
- Clarifies definitions for Class 1 and Class 3 e-bikes.
- Prohibits the advertisement, sale, or labeling of specified non-compliant devices as electric bicycles.
- Establishes battery safety standards for e-bikes.

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.

6-1-28042: 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~~,~~; bikeways~~,~~; 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 trails. Electric Personal Assistive Mobility Devices, Electric Motorized Boards, Motorized Bicycles, and Motorized Scooters, as defined by the California Vehicle Code, are permitted in Class 2, Class 3, or Class 4 bicycle lanes.

B. ~~No person shall operate a motorized scooter or motorized skateboard on any pedestrian or bicycle facility, including, but not limited to, sidewalks, bicycle paths, bicycle trails, bikeways, equestrian trails, hiking or recreational trails.~~ 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 shall operate a motorized bicycle on any pedestrian or bicycle facility, including, but not limited to, sidewalks, bicycle paths, bicycle trails, bikeways, equestrian trails, hiking or recreational trails, or bicycle lanes unless the bicycle lane is within or immediately adjacent to a roadway.~~ No person under the age of sixteen (16) shall operate a Class 3 electric bicycle, per California Vehicle Code § 21213.

D. ~~No person shall operate a low speed vehicle on any pedestrian or bicycle facility, including, but not limited to, sidewalks, bicycle paths, bicycle trails, bikeways, equestrian trails, hiking or recreational trails.~~ 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 operate an electric personal assistive mobility device otherwise known as a segway, on any bicycle facility, including, but not limited to, bicycle paths, bicycle trails, bikeways, equestrian trails, hiking or recreational trails.~~ 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 in wilful or wanton disregard for the safety of persons or property is guilty of reckless cycling.~~ 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 operate a bicycle on a roadway, bicycle lane, bicycle path, bicycle trail or bikeway unless it is equipped with a brake which will enable the operator to make one braked wheel skid on dry, level, clean pavement.~~ 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. ~~No person shall operate upon any roadway, bicycle lane, bicycle path, bicycle trail or bikeway any bicycle equipped with handlebars so raised that the operator must elevate their hands above the level of their shoulders in order to grasp the normal steering grip area.~~ 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 upon any roadway, bicycle lane, bicycle path, bicycle trail or bikeway a bicycle which is of such a size as to prevent the operator from safely stopping the bicycle, supporting it in an upright position with at least one foot on the ground, and restarting it in a safe manner.~~ No person shall operate a bicycle, electric bicycle, or electric mobility device faster than the posted speed limit in any public area.

J. ~~Every bicycle operated upon any roadway, bicycle lane, bicycle path, bicycle trail or bikeway during darkness shall be equipped: 1) with a lamp emitting a white light which while the bicycle is in motion, illuminates the roadway, bicycle lane, bicycle path, bicycle trail or bikeway in front of the bicyclist and is visible from a distance of three hundred feet (300') in front and from the sides of the bicycle; 2) with a red reflector on the rear which shall be visible from a distance of five hundred feet (500') to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle; 3) with a white or yellow reflector on each pedal visible from the front and rear of the bicycle from a distance of two hundred feet (200'); and 4) with a white or yellow reflector on each side forward of the center of the bicycle, and with a white or red reflector on each side to the rear of the center of the bicycle, except that bicycles which are equipped with reflectorized tires on the front and the rear need not be equipped with these side reflectors. Such reflectors and reflectorized tires shall be of a type meeting requirements established by the Department of Motor Vehicles of the State of California. A lamp or lamp combination emitting a white light, attached to the operator and visible from a~~

~~distance of three hundred feet (300') in front and from the sides of the bicycle, may be used in lieu of the lamp attached to the bicycle.~~ 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.

~~K.~~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. [Added by Ord. No. 3673, 7/16/05.]

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.

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.

6-1-280~~2~~25: SPECIAL RULES APPLICABLE TO THE USE OF THE MARIPOSA STREET BRIDGE:

In addition to the Rules of the Road, as set forth in 6-1-280~~31 A-E, and K~~, which are incorporated herein by this reference, the following special rules for the Mariposa Street Bridge (Bridge) are as follows:

A. 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.

B. No person shall ride, walk or carry a bicycle, electric bicycle, or electric mobility device on the Bridge.

C. Pedestrians are allowed to use the Bridge.

D. 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.]

~~**6-1-802: SELF-PROPELLED VEHICLES AND COASTERS PROHIBITED IN CITY-OWNED PARKING LOTS, STRUCTURES AND OTHER AREAS DESIGNATED BY THE CITY:**~~

~~Wherever signs are posted giving notice thereof, no person shall operate or ride upon a bicycle, skateboard, scooter or other self-propelled conveyance within a City-owned public parking lot, parking structure, within the Village District, or any other area designated by the City.~~

~~The Village District consists of 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. [Formerly numbered Section 29-35; renumbered by Ord. No. 3058, eff. 2/21/87. Amended by Ord. No. 3723, eff. 7/3/07; 3565, 3507, 2713.]~~

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

POLICE DEPARTMENT

City Council
February 10, 2026

WHY WE ARE HERE

- Update BMC to align with evolving electric bike and electric device ridership
- Enhance community education of the devices
- Strengthen enforcement efforts/abilities

CHANGING LANDSCAPE

Proliferation of Electric Devices

Electric bicycles (e-bikes)
Electric scooters (e-scooters)
Electric skateboards
Hoverboards/self-balancing boards
Electric unicycles
Electric motorcycles
Motorized bicycles

Increased Concern

Improper use
Enforcement
Changing regulations
Unclear categories
Pedestrian safety

Challenge: BMC does not reflect changing landscape

STATE REGULATORY CHANGES

AB 965 – Restricts sale of class 3 e-bikes to minors under the age of 16

AB 1774 – Prohibits modifications that allow e-bikes to exceed 28 mph

AB 1909 – Removes prohibition of class 3 electric bicycles on Class I, II, III, and IV bikeways; bans compulsory bicycle licensing ordinances, though voluntary programs are still permitted

SB 1271 – Defines an electric bicycle as one equipped with fully operable pedals and an electric motor not exceeding 750 watts; prohibits the advertisement, sale, or labeling of specified non-compliant devices as electric bicycles



Reflected in California Vehicle Code (CVC)

MOST COMMON DEVICES









Electric bicycle [312.5(a) CVC]
A bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. Programmed top speed of 20 mph speed (Class 1, 2) and 28 mph (Class 3)

Electric Scooter [407.5(a) CVC]
Any two-wheeled device that has handlebars, a floorboard, and is powered by an electric motor. Enforceable speed limit of 15 mph, per CVC 22411.

Electric Personal Assistive Mobility Device [313 CVC]
A self-balancing, nontandem two-wheeled device, maximum wattage of 750 watts (1 horsepower), programmed top speed of 12.5 miles per hour.

Electrically Motorized Board [313.5CVC]
A wheeled device that has a floorboard designed to be stood upon by only one person and has an electric motor less than 1,000 watts and maximum programmed speed of 20 miles per hour.

OTHER OBSERVED DEVICES





- Devices outside of classification requirements for Class 1, 2, or 3 e-bikes due to:
  - No pedals
  - Speeds over 28 mph
  - Throttle
- Depending on device, may be considered a motorcycle and require license
- Many illegally marketed and sold online as “electric bikes”

COMMUNITY CONCERNS

Community Engagement Opportunities

- Commissions: Police (2/19/25) and Transportation (6/25/25)
- Boards: Senior (5/28/25) and Youth (5/7/25)
- Public Forums: In-person (9/3/25) and virtual (9/10/25)

What We Heard	
	Applicability of current laws is unclear • Which devices can be ridden where **Interaction of devices and pedestrians a concern** • Downtown, sidewalks, multi-use paths **E-commerce options misleading and confusing** • Devices marketed as legal but not within CVC definitions **Legal device users want to maintain ability to use them** • Concern that further restrictions will restrict legal riding

PROPOSED BMC CHANGES

Overall Goal

- Align BMC with recent changes to CVC

BMC Changes

- Add definitions section
- Expand and modernize “Rules of the Road”
- Add articles on enforcement, exemptions
- Update article on Mariposa Bridge to include e-bikes and e-devices

BMC CHANGES IN PRACTICE

- Clearer picture of what can go where
- Standalone article on enforcement, fines, and education
- Updated sections on rider conduct
- Exemptions for people with disabilities, City personnel

Where Devices Can Ride (per CVC)						
	Road	Sidewalk	Class 1 Bikeway	Class 2 Bikeway	Class 3 Bikeway	Class 4 Bikeway
Bicycles						
Bicycle	Yes	Yes	Yes	Yes	Yes	Yes
Electric Bicycle	Yes	Yes	Yes	Yes	Yes	Yes
Class 1	Yes	Yes	Yes	Yes	Yes	Yes
Class 2	Yes	Yes	Yes	Yes	Yes	Yes
Class 3	Yes	Yes	Yes	Yes	Yes	Yes
Electric Mobility Devices						
Electric Personal Assistive Mobility Device	Yes	Yes	Yes	Yes	Yes	Yes
Electric Motorized Board	Yes	Yes	Yes	Yes	Yes	Yes
Motor-driven Cycle	Yes	No	No	No	No	No
Motorized Bicycle or Moped	Yes	No	No	Yes	Yes	Yes
Motorized Scooter	Yes	No	Yes	Yes	Yes	Yes
Pocket Bike	No	No	No	No	No	No

<u>Additional Local Restrictions</u>

No bikes or devices on:

- Sidewalks in Downtown District
- City-owned lots, structures, fields, courts
- Equestrian trails

ENFORCEMENT

Immediate action if ordinance approved:
-60-day educational grace period
-Educational campaign via social media, partnering with the Burbank Unified School District (BUSD), City and Police Department's Public Information Offices (PIO)

Following this initial phase, programs effectiveness will be assessed to ensure it meets the community's needs before full enforcement begins.

Further ongoing action:
-Continued public information to ensure sustained awareness
-Work with Public Works Department to determine if/where signage needs to be updated

RECOMMENDATION

Adopt a Resolution of the City Council Approving the Ordinance amending Article 28, Chapter 1, Title 6 of the BMC.

Questions?

Jeff Barcus,
Police Lieutenant

Chris Buonomo,
Senior Transportation Planner

818-238-3000

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: February 10, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Simone McFarland, Assistant Community Development Director
BY: Mary Hamzoian, Economic Development Manager

SUBJECT: Appointment of a City Council Member to Participate in the Creative Industry Taskforce

RECOMMENDATION

Appoint a new City Council representative to participate in the Creative Industry Taskforce.

BACKGROUND

On June 24, 2025, City Council established the Creative Industry Taskforce (Taskforce) to better understand the immediate and future needs of the creative industry in Burbank. The City is working with Stratiscope as the consultant to facilitate the Taskforce that functions as a temporary ad-hoc committee to proactively identify, analyze, and prepare for the evolving landscape of the industry, ensuring the City's creative economy remains resilient and competitive. At the same meeting, Council selected two representatives to participate in the Taskforce, Councilmember Perez and Councilmember Anthony.

DISCUSSION

The first Taskforce Meeting was held on September 25, 2025. The primary goals of the meeting were to frame the scope of the Taskforce, identify the critical issues and challenges facing each industry, and identify the key areas the City should focus on supporting. The meeting resulted in six areas of focus and the development of separate Working Groups to address each area. The Working Groups include Taskforce members, as well as industry experts, such as location managers and union representatives. The following Working Groups were formed:

- Branding the City for the Creative Industry
- Workforce Development
- Experiential Design
- Creative / Creator's Hub
- Workforce Housing and City Amenities
- Enhancing Film Permitting

The Working Groups met twice in 2025 to discuss the tactics and strategies within each area of focus. Their recommendations would later be presented to the Taskforce. To ensure community participation in the Taskforce process, a Creative Industry Taskforce Community Workshop (Workshop) was held on January 14, 2026 from 6:00 p.m. to 8:00 p.m. at Woodbury University. The Workshop included a panel discussion with a few members of the Taskforce as well as information about the emerging themes from the Taskforce Working Groups. Thereafter, community members participated in an activity to solicit ideas and feedback. The Workshop was well attended with 80 participants.

The feedback from the Workshop and the recommendations from the Working Groups were presented to the Taskforce at their second meeting held on January 28, 2026. At the meeting, Taskforce members were asked to review the list of recommendations and prioritize their top three. Staff is working to compile the final recommendations from each Taskforce Member and prioritize themes and actions, which will be presented to the Taskforce at their third meeting in April 2026. A fourth and final Taskforce meeting will be scheduled in June to confirm recommendations in anticipation of the presentation to Council in the summer of 2026.

Both Councilmember Perez and Councilmember Anthony were in attendance during the January 28, 2026 Taskforce meeting. After the meeting, Councilmember Anthony notified City Council with a request to resign from the Taskforce.

ENVIRONMENTAL REVIEW

This 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 review pursuant to § 15378 of Title 14 of the California Code of Regulations (CEQA Guidelines).

FISCAL IMPACT

There is no fiscal impact associated with this report.

CONCLUSION

Staff recommends Council appoint a representative to the Creative Industry Taskforce to replace Councilmember Anthony.

The recommendations and action plan from the Taskforce will be an important tool for Council and the City in supporting, sustaining and growing the creative economy for Burbank now and for many years to come.

ATTACHMENTS

None.