

## Weekly Management Report March 17, 2017

1. **Synopsis** Landlord-Tenant Commission Meeting of February 7, 2017  
**Community Development Department**
2. **Update** 3147 Mesa Verde Drive Update  
**Community Development Department**
3. **Synopsis** Planning Board Meeting of March 13, 2017  
**Community Development Department**
4. **Synopsis** Community Development Goals Committee Meeting of March 9, 2017  
**Community Development Department**
5. **Synopsis** Burbank Athletic Federation Meeting of March 7, 2017  
**Parks and Recreation Department**
6. **Update** Roller Hockey Update  
**Parks and Recreation Department**
7. **Article** Local Governments Can Create Blueprint for More Housing  
**The Sacramento Bee, February 20, 2017**
8. **Agenda** Burbank-Glendale-Pasadena Airport Authority  
Regular Commission Meeting of March 20, 2017  
**Burbank-Glendale-Pasadena Airport Authority**



# memorandum

**DATE:** February 7, 2017

**TO:** Ron Davis, City Manager

**FROM:** Patrick Prescott, Community Development Director   
Via: Simone McFarland, Assistant Community Development Director 

**SUBJECT: Landlord-Tenant Commission Meeting – February 7, 2017**

- Under Announcements, Staff introduced Simone McFarland, the new Assistant Community Development Director for the Business and Economic Development Division. Ms. McFarland gave a brief background on herself, and thanked the Commissioners for their volunteer service.
- Staff announced that the deadline for applications to fill the vacancy on the Commission was extended to February 24<sup>th</sup>. Staff informed the Commission that one application was submitted before the previous deadline, however, the City Council voted to extend the deadline to February 24<sup>th</sup> allowing more time after the holidays for the public to consider applying to the Commission. The tentative date for consideration of this appointment is March 7, 2017.
- Finally, staff announced that Planning staff has been invited to present the proposed code changes for the new second dwelling unit (SDU) state law. Staff will coordinate a date for this future Agenda presentation with Planning staff.
- Three (3) members of the public attended the meeting. The first two tenants presented their case on possible retaliation against them by their landlord. They had several questions that the Commission responded to, and the Commission also provided options to the tenants on how to handle their case. Finally, the Commission referred the tenants to the list of legal resources should they wish to discuss their case further with legal counsel. The tenants went on to state they are looking to move, so at this time they did not want the Subcommittee to contact the landlord on their behalf. They will contact staff should they remain in the unit, and they wish to proceed with the Subcommittee's involvement.
- The third member of the public was Ms. Marva Murphy (liaison from the Senior Board) who attends the meetings for educational purposes.
- The Commission approved the minutes of January 9, 2017.

- The Commission discussed the duties and responsibilities of the Commission. Staff handed out the summary sheet from the City Clerk's office that outlines: 1) staff contacts for the commission; 2) meeting time, place and location; 3) references the Burbank Municipal Code (BMC) that established the Commission; and 4) includes a summary of the powers and duties of the Commission.

Based on the description in the BMC of the Commission's powers and duties, the Commission discussed and agreed to the following:

- 1) As Burbank does not have rent control, the Commission discussed that answers to any rent control questions should be short and succinct without detail on pros and cons. Furthermore, the Commission agreed not to reference other community rent control laws (City of Los Angeles for example) so as not to confuse the public.
  - 2) As the powers and duties of the Commission relate specifically to issues between landlords and tenants, the Commission discussed and agreed that any questions, services or referrals outside of landlord tenant disputes would be handled by the staff liaisons to the Commission. Staff will follow-up with any member of the public that has a specific questions, issues or concerns outside of the purview of the Commission.
  - 3) Finally, the Commission discussed future agenda items for the benefit of the general public, and asked staff to inquire with PIO on the more prominent advertisement of upcoming Agendas/discussions on the City's website. Staff will follow-up with PIO on this request.
- During the final Commissioner and Staff Comments item, staff pointed out the new Brown Act pamphlet provided by the City Attorney's office (CAO) reminding Commission members that they are a Brown Act Commission with open meetings to the public. Staff will follow-up with the CAO to see if there were any specific updates to the law that should be highlighted to the Commissioners.
  - The meeting was adjourned at 7:20 p.m.





CITY OF BURBANK  
COMMUNITY DEVELOPMENT DEPARTMENT

150 North Third Street, P.O. Box 6459, Burbank, California 91510-6459  
www.burbankca.gov

March 9, 2017

Mr. Jon Van Dixhorn  
Senior Investigator, Bureau of Investigation  
Los Angeles County District Attorney's Office  
Hall of Justice  
211 West Temple Street, Suite 300  
Los Angeles, CA 90012

Re: 3147 Mesa Verde Drive

Dear Mr. Van Dixhorn:

Thank you for taking the time to meet with Ms. Albano and me last Friday regarding 3147 Mesa Verde Drive, Burbank.

As was explained during our meeting, the Community Development Department hired an outside architectural firm, Torti Gallas, originally in December 2015 to assist Department staff with architectural review of projects. The Department had a similar agreement with another architectural firm. Before review of the home on Mesa Verde, Department staff used these architectural firms to review design on two different commercial buildings.

In May 2016 staff asked Torti Gallas to review the Mesa Verde design. The firm did two different drawings of the house and these renderings were used by staff and the Planning Board in making an informed decision on neighborhood capability. If you haven't already, I urge you to review the staff report and exhibits from the Planning Board hearing on January 23, 2017 regarding 3147 Mesa Verde Drive. Copies of the drawings by Torti Gallas, which were presented to the Planning Board, are included with this letter and is Exhibit D to the Planning Board staff report. (This is the link to the material:

[http://burbank.granicus.com/GeneratedAgendaViewer.php?view\\_id=6&clip\\_id=7700](http://burbank.granicus.com/GeneratedAgendaViewer.php?view_id=6&clip_id=7700)

The front elevation drawings were instructive for the planner and Planning Board because they illustrated ways to achieve compatibility through architecture with even a larger home. As we discussed when we met, the issue of neighborhood compatibility has become increasingly important in Burbank over the past two or three years and we were faced with giving guidance to an applicant on how to achieve compatibility with no adopted design guidelines to lean on. The drawings showed that compatibility could be achieved by rearranging the mass and bulk of the structure rather than simply reducing the square footage of the home.

I did want to make another point with you. Torti Gallas did not prepare architectural plans for the Mesa Verde home. Rather, staff used the drawing by Torti Gallas to facilitate discussions with the applicant and his team, including his architect, to assist in making the proposed house more compatible to the neighborhood.

During our discussion, we agreed to provide you with various documents concerning the City's purchasing procedure and the agreement with the Torti Gallas Firm. Toward that end, included is a copy of the applicable Burbank Municipal Code and Administrative Procedures for hiring professional services, as well as the original Professional Services Agreement with Torti Gallas, its two Amendments and the invoice for the work on Mesa Verde totaling \$1265. As you can see from this documentation, executing the agreement and having Torti Gallas do a peer review and design for the Mesa Verde house was well within my purchasing authority and served a public purpose.

Lastly, during our meeting you asked me if I knew of any other complaints and I said "no." Since our meeting, I received a copy of an email written to a Council Member and the person claimed she was interviewed by two District Attorney Investigators regarding the Mesa Verde property. She also reported that she complained about a \$50,000 political donation and the Council's obligation under the Government Code. If this is the matter you were referring to when asking me the above question, please be advised that the City Attorney apprised Alan Yochelson, Head Deputy of the District Attorney's Public Integrity Division of this matter in a letter dated January 3, 2017.

Please let me know if there is any other information you need.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Prescott".

Patrick Prescott, Community Development Director

c: Ron Davis, City Manager  
Amy Albano, City Attorney

## Burbank Municipal Code

### **2-2-102: PROFESSIONAL SERVICES:**

This chapter is not applicable to the procurement of professional services. It is the policy of the City to select a professional service provider on the basis of demonstrated competence and qualifications for the types of services to be performed, and at fair and reasonable prices.

To obtain professional services, the City Manager or their designee may enter into and sign on behalf of the City, agreements for professional services not exceeding seventy five thousand dollars (\$75,000.00) for which funds have been budgeted and appropriated therefor, provided that the City Manager has established administrative procedures for the procurement of professional services. Said procedures shall establish rules and regulations for the solicitation and evaluation of proposals from providers of professional services based on fair and objective criteria which implement the policy of the City set forth herein.

All contracts for professional services in excess of seventy five thousand dollars (\$75,000.00) must be approved by the City Council. The Council may delegate the power to award contracts under this section to any board, commission, or committee provided for in Title 2, Chapter 1, Article 4 of this code. [Amended by Ord. No. 3600, eff. 8/31/02; 3478, 3282.]



# ADMINISTRATIVE PROCEDURE

NO. VI-13-Rev 3

DATE 9/1/02

SUBJECT: USE OF PROFESSIONAL SERVICES  
BY CITY DEPARTMENTS

RRO

CITY MANAGER

## I. STATEMENT:

In accordance with the Burbank Municipal Code, Section 9-102, this procedure establishes rules and regulations on procurement of Professional Services. The City recognizes that there is an appropriate role for the use of professional services. It is the policy of the City, however, to use outside professional services only when it is cost effective or absolutely necessary to meet the needs of the City. This Administrative Procedure sets forth guidelines for City departments planning to use professional services, so they may be assured of doing so within the spirit and intent of City policy. Professional services are generally utilized for one of three reasons: as a supplement to City forces; to provide services not available on City staff; requirements exist which require work to be completed by non-City staff.

## II. DEFINITION:

The definition of professional services is accounting, appraisal, architectural, auditing, design engineering, environmental, land surveying, construction management, legal, financial planning, medical, or planning services or any service which is similarly professional, scientific, expert or technical to be performed for the City by a person or entity qualified to practice such profession (hereafter collectively referred to as "expert"). It is important to clearly establish that the person providing the service under a Professional Services Agreement (PSA) is an independent contractor and not an employee of the City. Please review attachment A to this A.P. to make this determination.

## III. PROCEDURE - BUDGETED SPECIFIC:

During the budget process each year, departments shall specify any and all programs which will require the use of professional services, including the maximum dollar amount. The City Council's approval of the budget shall be deemed approval of the use of professional services as specifically designated by the departments.



# ADMINISTRATIVE PROCEDURE

NO. VI-13 Rev 3  
DATE 9/1/02

SUBJECT: USE OF PROFESSIONAL SERVICES  
BY CITY DEPARTMENTS

RRO

CITY MANAGER

## IV. PROCEDURE - UNBUDGETED OR BUDGETED NON-SPECIFIC:

Dollar Levels for Approvals

A. \$1 - \$50,000 Procedure:

Non-Competitive (Sole Source) Proposal Process:

PSA is executed by Department Head and approved by the City Attorney.

B. \$50,001 - \$75,000 Procedures:

1. Competitive Proposal Process:

Department or Purchasing solicits three (3) written proposals. PSA is executed by Department Head and approved by the City Attorney. If the PSA exceeds (1) year, City Council approval is required.

2. Non-Competitive Proposal Process:

Departments may dispense with a competitive proposal process if they adhere to section VI-A of this administrative procedure. The PSA is to be approved by the City manager or their designee and approval as to form from the City Attorney.

**The Department shall forward a copy of the appropriate Council Resolution or Authorization to Purchasing prior to issuance of the Purchase Order.**

C. All over \$75,001 or multi-year PSA Procedures:

Department or Purchasing solicits three written proposals. PSA is reviewed by City Manager or their designee and approved as to form by the City Attorney. City Council or Burbank Water & Power (BWP) Board approval is required.

**The Department shall forward a copy of the appropriate Council Resolution or Authorization to Purchasing prior to issuance of the Purchase Order.**

## Albano, Amy

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**From:** Prescott, Patrick  
**Sent:** Friday, February 24, 2017 9:58 AM  
**To:** Albano, Amy  
**Subject:** FW: Property on 3147 Mesa Verde Drive

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** Prescott, Patrick  
**Sent:** Monday, January 30, 2017 7:34 PM  
**To:** Kramer, Bob; Carol Tensen (tensencarol@gmail.com)  
**Cc:** Hess, Justin; Davis, Ron; Sugars, Drew; City Council  
**Subject:** RE: Property on 3147 Mesa Verde Drive

Hi, Carol. Thanks for your email. I hope I can clarify this issue for you.

As single family home design and the protection of single family neighborhood character has taken on increasing importance in Burbank it has been necessary to educate staff, decision makers, and the public, about how homes can be better designed, especially the larger homes some wish to build. During the time that the Interim Development Control Ordinance (IDCO) was in effect, Planning staff was in the position of trying to achieve better design of single family homes with no guidance from any adopted standards other than those intended to reduce mass and bulk. The decision to use a third party architectural consultant was seen as an opportunity to illustrate for Planning staff, decision makers, and the community that a larger house can be designed so that it fits better into and respects the character of the existing neighborhood. We hired the same architectural firm who had achieved some good results when they assisted us with the review of a couple commercial projects. This is the purpose of outside consultants – to supplement staff's skills and hopefully use the opportunity for staff development.

Trust me; the applicant was not thrilled we did this and he did not perceive this as a gift. As far as he was concerned his house was just fine and he had already reduced the proposed house by about 2,000 square feet at planning staff's direction. (Reducing the house to a .19 Floor Area Ratio.) This was not a gift or a donation of free architectural assistance. It was an investment in staff and Planning Board education and we would likely make a similar investment again if we could foresee a similar benefit.

If you want to see how the architect presented the suggestions you can click on the link below. Scroll to page D-4 to see a side by side comparison. Alternate massing #1 was approved by the Planning Board with a couple modifications including removing one of the front balconies and a couple side windows due to concerns about privacy for adjoining neighbors. You can also see the sketch of this alternative on D-2.

[http://burbank.granicus.com/MetaViewer.php?view\\_id=6&clip\\_id=7700&meta\\_id=312088](http://burbank.granicus.com/MetaViewer.php?view_id=6&clip_id=7700&meta_id=312088)

Patrick

**Patrick Prescott, AICP** | Community Development Director  
City of Burbank | Community Development Department  
818.238.5176 | 818.238.5177 fax  
[www.burbankca.gov](http://www.burbankca.gov)

**From:** Kramer, Bob  
**Sent:** Monday, January 30, 2017 7:13 AM  
**To:** Carol Tensen ([tensencarol@gmail.com](mailto:tensencarol@gmail.com))  
**Cc:** Hess, Justin; Davis, Ron; Sugars, Drew; Prescott, Patrick; City Council  
**Subject:** RE: Property on 3147 Mesa Verde Drive

*Carol*

*Thank you for your email. I am going to forward it to additional staff.*

*Sincerely*

*Bob K*  
Sent from my iPhone

Begin forwarded message:

**From:** Carol Tensen <[tensencarol@gmail.com](mailto:tensencarol@gmail.com)>  
**Date:** January 29, 2017 at 7:13:05 PM PST  
**To:** [jtalamantes@burbankca.gov](mailto:jtalamantes@burbankca.gov), [wrogers@burbankca.gov](mailto:wrogers@burbankca.gov),  
[bfrutos@burbankca.gov](mailto:bfrutos@burbankca.gov), [dgordon@burbankca.gov](mailto:dgordon@burbankca.gov), "Gabel-Luddy, Emily" <[egabel-luddy@burbankca.gov](mailto:egabel-luddy@burbankca.gov)>  
**Subject:** Property on 3147 Mesa Verde Drive

Dear Mayor Talamantes and City Council Members:

When we keep hearing about budget shortfalls in the city, it is truly dismaying to hear that Mr. Tonoyan, the owner of future McMansion on Mesa Verde Dr., was given help to spiff up his plans. I don't have a dollar amount, but somebody building an enormous structure like this can afford to pay for his own architect. This is something that we need to put a stop to.

Here a quote from last week's Leader:

"Since then, Tonoyan has been working with city staff and a third-party architect to design a house that would better conform to those in the neighborhood.

Tonoyan said that he would agree to build whatever home was compatible with the area and was confused to as why his neighbors would appeal his project.

Though board member Christopher Rizzotti\* said he thought it was a good idea to bring in a third-party architect to assist in Tonoyan's project, resident Sue Cleereman thought otherwise.

Cleereman, a member of Preserve Burbank who was also among the five appellants, said that the Planning Board needs to reconsider allowing the city to pay for an outside source to help with someone's project."

Someone said that other municipalities do this - well, I'm not paying taxes in other cities. If we need to have constant reminders that we have financial problems, don't make it worse by giving these ridiculous projects extra "help"

Carol Tensen

\* What is Mr. Rizzotti's relationship with this architect?

**PROFESSIONAL SERVICES AGREEMENT**

**DATE:** December 15, 2015

**PARTIES:** "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Justin Hess  
Title: Assistant City Manager /  
Interim Community Development Director  
Telephone: (818) 238-5176

Mailing Address: 150 North Third Street  
2<sup>nd</sup> Floor  
Burbank, CA 91502

THE "CONSULTANT"

Torti Gallas and Partners Architects

Representative: Name: Neal Payton, FAIA  
Title: Principal  
Telephone: (213) 607-0070

Mailing Address: 523 West 6th Street, Suite 212  
Los Angeles, CA 90014

**TERM:** Commencement date: December 21, 2015  
Completion date: December 31, 2016

**COST OF SERVICE:** not to exceed \$5,000.00

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

REQUESTS FOR A WAIVER OF TERMS MUST BE IN WRITING AND PRESENTED TO THE CITY ATTORNEY'S OFFICE AT THE TIME THIS AGREEMENT IS DELIVERED TO THE CITY ATTORNEY'S OFFICE FOR REVIEW AND APPROVAL AS TO FORM.

1.0 **Services.** Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service set forth on the "Scope of Services" attached to this Agreement as Exhibit "A." The initiation of service by the Consultant will commence upon receipt of a written notice from the Designated Official authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official.

2.0 **Compensation.** The Client shall pay for the services of Consultant either on a time-and-material basis or on a fixed-price basis, depending upon the agreed cost of the applicable service as indicated on the "Schedule of Compensation" which is set forth in Exhibit "B." No payment for expenses or labor shall be paid by Client unless it is related to a service, which is referred to in the Scope of Services. The cost of service designated on the first page of this Agreement may be increased by 10% of the original Cost of Services or \$10,000, whichever is less with the prior written approval of the Designated Official. Any additional increase in the cost of service designated on the first page of this Agreement must have the prior written approval and authorization of the City Manager.

3.0 **Payment.** If the service specified in the Scope of Services is to be paid for on a fixed-price basis, then Client shall pay for services of Consultant the total fixed price according to the progress payment schedule established in the Schedule of Compensation. If, however, payment is to be made on a time-and-material basis, then Consultant shall, at the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the tenth day of the following month, submit to the Client a verified invoice prepared in the manner prescribed by the Client and the Designated Official. Client's payment to Consultant shall be made within thirty (30) days of either the date of completion of each phase as set forth in the progress schedule if Consultant's Compensation is a fixed price, or the date of Consultant's invoice if compensation is calculated on a time-and-material basis, whichever is applicable.

4.0 **Standard of Skill.** Consultant, and Consultant's staff, if any, is skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. Client relies upon the skill of the Consultant, and Consultant's staff, if any, to do and perform such work in a skillful manner, and Consultant agrees to thus perform Consultant's work. The acceptance of Consultant's work by the Client shall not operate as a release of the Consultant from such standard of care and workmanship.

5.0 **Independent Contractor.** Consultant is retained and employed by Client only to the extent set forth in this Agreement, and the Consultant's relationship to the Client 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 Client 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 Client's officers or employees.

**6.0 Indemnification.** Consultant shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the acts or omissions of the Consultant, its agents, employees, or subcontractors.

Consultant shall defend, indemnify and hold harmless the Client and its officers, agents, and employees, against any claim for personal injury, property damage, or wrongful death arising out of or as the result of any work by Consultant or the employees, agents, or subcontractors of the Consultant, in the performance of this Agreement.

**7.0 Termination of Agreement.** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days notice in writing. This Agreement may be extended beyond the term only by the written agreement of both parties prior to the expiration of the term of the Agreement.

**8.0 Safety Requirement.** All work performed 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 Client 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, shall immediately be reported to the Client.

**9.0 Insurance.** Consultant shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Consultant shall show Client evidence of such coverage:

**9.1 Automobile Insurance.** If Consultant uses, or intends to use, a personal automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage.

Waiver Approved:

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**9.2 Workers' Compensation Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Consultant performing services under this Agreement. This insurance cannot be waived, but does not apply if Consultant is a sole proprietor and provides a written statement to that effect.

**9.3 General Liability and Property Damage Insurance.** Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the client

designated in this paragraph; Consultant shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit. When this coverage is required, the Client shall be named as an additional insured on a separate endorsement to the insurance policy. The endorsement shall require the insurance company to provide Client a minimum of ten (10) days notice of the cancellation of the policy.

Waiver Approved:

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**9.4 Errors and Omissions Insurance.** Errors and Omissions Insurance which includes coverage for professional malpractice, in the amount of \$1,000,000.00. The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy for a minimum period of three (3) years.

Waiver Approved:

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

## **10.0 Miscellaneous Insurance Requirements.**

**10.1 Recovery from Consultant's Insurance.** Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Consultant shall look solely to its insurance for recovery.

**10.2 Failure to Secure.** If Consultant at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the Client 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.

**10.3 Additional Insured.** The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as an additional insured and an additional insured named under this Agreement shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute toward any loss or expense covered by the insurance provided by this policy. Proceeds from any policy or policies shall be payable to the Client primarily, and to the Consultant secondarily, if necessary.

**10.4 Evidence of Insurance.** If requested by Client, Consultant shall furnish Certificates of Insurance evidencing the required coverages or the original of the insurance policies for review by the Client or the Designated Official.

**11.0 Work Product.**

**11.1 Deliverables.** Consultant shall deliver to the Client the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work, submit to the Client all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the Client may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by Client and upon completion or termination of this Agreement, deliver to the Client all material furnished to Consultant by the Client.

**11.2 Ownership.** Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the Client.

**11.3 Confidentiality.** Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) 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 Government Code Section 6254.5.

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 Client or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the Designated Official during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**11.4 Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Client or the Designated Official. The 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 his designees at all proper times to such books and records, and gives the Designated Official or his 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.

**12.0 Assignment.** This Agreement is personal to the Consultant. Any attempt at assignment by the Consultant shall be void unless approved in writing by the Designated Official. Consultant's services pursuant to this Agreement shall be provided by the Representative or directly

under the supervision of the Representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Client, by and through the Designated Official.

### **13.0 Miscellaneous Terms.**

**13.1 Nuisance.** Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

**13.2 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.

**13.3 Conflict of Interest.** Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of interest laws.

**13.4 Waiver.** A waiver by the Client of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

**13.5 Notices.** Any notice required by this Agreement to be given in writing to the persons at the addresses specified on the first page of this Agreement. Either party may change the specified person or address at which it is to receive notices by so advising the other party in writing.

**13.6 Mediation.** The parties agree to submit all claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or breach thereof to mediation prior to the institution of any litigation.

**13.7 Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

**13.8 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 having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**13.9 Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the

Superior Court of Los Angeles County.

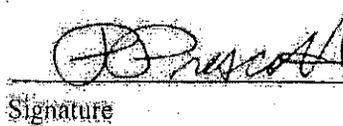
**13.10 Integrated Contract.** This Agreement represents the entire Agreement between the Client and the Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, 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 successors and assigns.

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

"CONSULTANT"

"CLIENT"

  
Signature

  
Signature

NEAL I PAYTON, FAIA  
Name (please print)

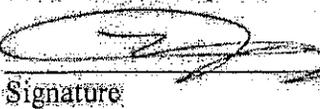
Justin Hess Patrick Prescott  
Name (please print)

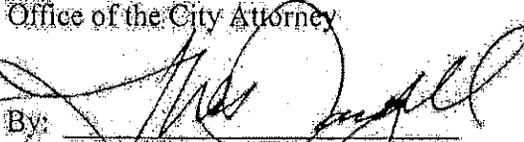
PRINCIPAL  
Title

Assistant City Manager /  
Interim Community Development Director  
Title

ATTEST:  
Office of the City Clerk

Approved as to Form  
Office of the City Attorney

  
Signature

  
By:

Zizette Mullins, CMC  
Name (please print)

Joseph H. McDougall  
**Senior Assistant City Attorney**  
Name (please print)

City Clerk  
Title

\_\_\_\_\_  
Title

## EXHIBIT A

### SCOPE OF SERVICES

#### Task 1 – Review Architectural Plans

Review architectural plans that were submitted with the application. City staff may request that the consultant attend a site visit to view the context and surroundings of the project site. Optional Task: The consultant may be asked to meet with the applicant team to confer with the applicant regarding their vision for the project and design objectives.

#### Task 2 – Identify & Prioritize Options

Identify and analyze a variety of architectural options to enhance architectural design, address design concerns, and suggest alternative finish materials/colors. City staff will attempt to provide direction and focal points to the consultant, such as: horizontal/vertical articulation; mass, bulk, or scale concerns; roofline style or treatment; fenestration or lighting; improving the compatibility of the new construction with its surroundings; or, pedestrian scale or amenities. Communicate with City staff and describe how to define and enhance architectural character for the proposed project.

#### Task 3 – Propose Design Options/Solutions

Propose preferred architectural solutions to City staff. The consultant shall prepare a sketch(es) and narrative of recommendations and/or options to City staff in terms of architectural design solutions. The consulting architect may sometimes be asked to meet with the applicant or applicant's architect to assist City staff with presenting the requested modifications (with City staff to lead the meeting).

#### Task 4 – Review Resubmittals of Plans

Assist City staff with reviewing and commenting on at least one set of revisions to the architectural plans (prepared by an applicant's architect). This may include reviewing and commenting on more than one set of revisions to the architectural plans, if resubmittals are incomplete or inadequate. City staff may ask the consultant for assistance with preparing Conditions of Approval to ensure response to the consultant's recommendations.

The consulting architect will not usually be expected to attend or make any presentations at any public meetings/hearings. If it is determined at a later date that attendance or presentation(s) will be necessary, then the consultant will be paid according to the Schedule of Compensation.

#### Task 5 – Training of City Staff (Optional Task)

The consulting architect may be asked to provide training for Planning staff on the application of design principles to the development review process. If it is determined at a future date that the training is necessary, the consultant will be paid according to the Schedule of Compensation.

EXHIBIT B

SCHEDULE OF COMPENSATION

Standard Hourly Rates:

Neal L Payton, FAIA (Principal): \$250.00 / hour

Martin Leitner, AIA (Architect): \$145.00 /hour

Travel time to and from meetings in Burbank will be reimbursed at the Standard Mileage Rate (currently 57.5 cents per mile in 2015). Hourly Rates shall not be applicable for travel time.

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

**DATE:** May 11, 2016

**PARTIES:** "CLIENT"

THE CITY OF BURBANK, a municipal corporation

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

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

"CONSULTANT"

Torti Gallas and Partners Architects

Representative: Name: Neal Payton, FAIA  
Title: Principal  
Telephone: (213) 607-0070

Mailing Address: 523 West 6<sup>th</sup> Street, Suite 212  
Los Angeles, CA 90014

**TERM:** Original Commencement date: December 31, 2015  
Original Completion date: December 31, 2016  
1<sup>st</sup> Amended Completion date: No Change

**COST OF SERVICE:**

Original Cost of Service: \$5,000.00  
1<sup>st</sup> Amendment to Cost of Service: \$5,000.00  
Revised Cost of Service: \$10,000.00

THIS AMENDMENT TO THE AGREEMENT MUST BE EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND THEN APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THIS AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

1.0 **Amendment.** Client and Consultant entered into a written agreement dated December 15, 2015 for Consultant to provide architectural design review of proposed development projects. Now, Client and Consultant desire to amend the Agreement in order to increase the cost of services by \$5,000 for additional services.

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

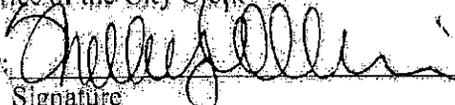
3.0 **Compensation.** The Client shall pay the services of Consultant on a fixed-price basis as indicated on the Schedule of Compensation set forth in Exhibit B-1.

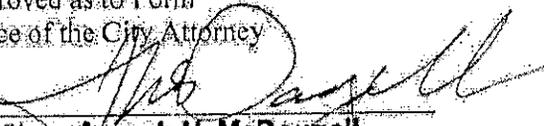
4.0 **Ratification of Professional Services Agreement.** All other provisions of the Agreement dated December 15, 2015, not inconsistent with this Amendment shall remain in full force and effect.

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

"CONSULTANT"  
  
Signature:  
NEAL PAYTON  
Name (please print)  
PRINCIPAL  
Title

"CLIENT"  
  
Signature:  
Patrick Prescott  
Name (please print)  
Community Development Director  
Title

ATTEST:  
Office of the City Clerk  
By:   
Signature  
Shelley Collins, CMC  
Name (please print)  
Assistant City Clerk  
Title

Approved as to Form  
Office of the City Attorney  
By:   
Signature  
Joseph H. McDougall  
Name (please print)  
Senior Assistant City Attorney  
Title

## EXHIBIT A-1

### SCOPE OF SERVICES

#### Task 1 – Review Architectural Plans

Review architectural plans that were submitted with the application. City staff may request that the consultant attend a site visit to view the context and surroundings of the project site.

Optional Task: The consultant may be asked to meet with the applicant team to confer with the applicant regarding their vision for the project and design objectives.

#### Task 2 – Identify & Prioritize Options

Identify and analyze a variety of architectural options to enhance architectural design, address design concerns, and suggest alternative finish materials/colors. City staff will attempt to provide direction and focal points to the consultant, such as: horizontal/vertical articulation; mass, bulk, or scale concerns; roofline style or treatment; fenestration or lighting; improving the compatibility of the new construction with its surroundings; or, pedestrian scale or amenities. Communicate with City staff and describe how to define and enhance architectural character for the proposed project.

#### Task 3 – Propose Design Options/Solutions

Propose preferred architectural solutions to City staff. The consultant shall prepare a sketch(es) and narrative of recommendations and/or options to City staff in terms of architectural design solutions. The consulting architect may sometimes be asked to meet with the applicant or applicant's architect to assist City staff with presenting the requested modifications (with City staff to lead the meeting).

#### Task 4 – Review Resubmittals of Plans

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The consulting architect will not usually be expected to attend or make any presentations at any public meetings/hearings. If it is determined at a later date that attendance or presentation(s) will be necessary, then the consultant will be paid according to the Schedule of Compensation.

#### Task 5 – Training of City Staff (Optional Task)

The consulting architect may be asked to provide training for Planning staff on the application of design principles to the development review process. If it is determined at a future date that the training is necessary, the consultant will be paid according to the Schedule of Compensation.

EXHIBIT B-1

SCHEDULE OF COMPENSATION

Standard Hourly Rates:

Neal I. Payton, FALA (Principal): \$250.00 / hour

Martin Leitner, AIA (Architect): \$145.00 / hour

Travel time to and from meetings in Burbank will be reimbursed at the Standard Mileage Rate (currently 57.5 cents per mile in 2015). Hourly Rates shall not be applicable for travel time.

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

**DATE:** October 18, 2016

**PARTIES:** "CLIENT"

THE CITY OF BURBANK, a municipal corporation

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

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

"CONSULTANT"

Torti Gallas and Partners Architects

Representative: Name: Neal Payton, FAIA  
Title: Principal  
Telephone: (213) 607-0070

Mailing Address: 523 West 6<sup>th</sup> Street, Suite 212  
Los Angeles, CA 90014

**TERM:** Original Commencement date: December 31, 2015  
Original Completion date: December 31, 2016  
1<sup>st</sup> Amended Completion date: No Change  
2<sup>nd</sup> Amended Completion date: December 31, 2017

**COST OF SERVICE:**

Original Cost of Service: \$5,000.00  
1<sup>st</sup> Amendment to Cost of Service: \$5,000.00  
2<sup>nd</sup> Amendment to Cost of Service: No change  
Revised Cost of Service: \$10,000.00

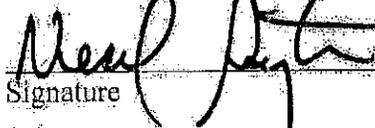
THIS AMENDMENT TO THE AGREEMENT MUST BE EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND THEN APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THIS AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

1.0 Amendment. Client and Consultant entered into a written agreement dated December 15, 2015, for Consultant to provide architectural design review of proposed development projects. On May 11, 2016, Client and Consultant amended the Agreement to increase the cost of services by \$5,000 for additional services. Now, Client and Consultant desire to amend the Agreement in order to extend the completion date to December 31, 2017.

2.0 Ratification of Professional Services Agreement. All other provisions of the Agreement dated December 15, 2015, up to and including the first amendment, not inconsistent with this Amendment shall remain in full force and effect.

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

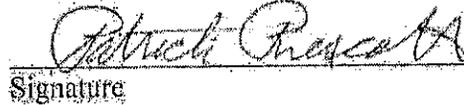
"CONSULTANT"

  
Signature

**NEAL PAYTON, F.A.I.A.**  
Name (please print)

**PRINCIPAL**  
Title

"CLIENT"

  
Signature

Patrick Prescott  
Name (please print)

Community Development Director  
Title

ATTEST:  
Office of the City Clerk

By:   
Signature

Zizette Mullins, MMC  
Name (please print)

City Clerk  
Title

Approved as to Form  
Office of the City Attorney

By:   
Signature

Joseph H. McDougall  
Senior Assistant City Attorney  
Name (please print)

Title



CITY OF BURBANK  
PURCHASING DIVISION  
301 EAST OLIVE AVENUE P.O. BOX 6459  
BURBANK, CALIFORNIA 91510-6459  
(818) 238-5466

01-FEB-2016

STANDARD PURCHASE ORDER NO:

145465 REV 0

Page 1 of 1

THE ABOVE NUMBER MUST APPEAR ON ALL  
INVOICES, SHIPPING PAPERS, PACKAGES, AND  
CORRESPONDENCE

PLEASE DELIVER TO:  
COMMUNITY DEVELOPMENT  
PLANNING  
150 N THIRD ST  
BURBANK, CA 91502-1232

TERMS:  
R.O.B: Delivery  
  
PAYMENT: Net 30

VENDOR NAME AND ADDRESS:  
JOHN F TORTI ARCHITECTURAL  
CORPORATION  
DBA TORTI GALLAS AND PARTNERS  
INC  
523 W 6TH ST SUITE 212  
LOS ANGELES, CA 90014

REQ NO: 49190		REQUESTED BY: JOHN FOOTE		VENDOR NO: 86367		PHONE NO: (213) 607-0070	
ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL AMOUNT		
COMMENCEMENT DATE: DECEMBER 31, 2015		COMPLETION DATE: DECEMBER 31, 2016					
TO PROVIDE ARCHITECTURAL DESIGN REVIEW OF PROPOSED DEVELOPMENT PROJECTS FOR THE CITY OF BURBANK, COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION, PER THE PROFESSIONAL SERVICES AGREEMENT DATED DECEMBER 15, 2015.							
1	ARCHITECTURAL DESIGN REVIEW		Dollar		5,000.00		
CITY OF BURBANK PURCHASE ORDER NUMBER AND REQUESTOR NAME MUST APPEAR ON ALL INVOICES.							
INSURANCE: VENDOR SHALL MAINTAIN CURRENT, VALID, COMMERCIAL GENERAL LIABILITY WITH SEPARATE ADDITIONAL INSURED ENDORSEMENT, AUTO LIABILITY, WORKERS' COMPENSATION, AND ERRORS AND OMISSIONS INSURANCE DOCUMENTS ON FILE IN THE CITY OF BURBANK PURCHASING OFFICE DURING THE EFFECTIVE DATES OF THIS ORDER. INSURANCE DOCUMENTS SHALL BE APPROVED BY THE CITY OF BURBANK BEFORE THEY ARE CONSIDERED VALID. FAILURE TO PROVIDE SUCH INSURANCE WHEN REQUESTED OR UPON RENEWAL SHALL CAUSE THE CITY TO STOP WORK IN PROGRESS AND WITHHOLD PAYMENTS UNTIL THE INSURANCE IS BROUGHT INTO COMPLIANCE.							
REFER QUESTIONS TO (818) 238-5466		BUYER NAME: ADRIANA GARCIA			TOTAL		
		VENDOR CONTACT: ELIZABETH MACKILLOP			5,000.00		

NOTICE: This order is subject to the terms and conditions shown on the face and reverse side hereof.  
The City is exempt from Federal Excise Tax.

MAIL INVOICE IN DUPLICATE TO:  
COMMUNITY DEVELOPMENT  
PLANNING  
150 N THIRD ST  
Burbank, CA 91502-1232

CITY OF BURBANK, CALIFORNIA

PURCHASING MANAGER

## TERMS AND CONDITIONS

Acceptance of order constitutes acceptance of the terms, prices, delivery instructions, specifications and conditions stated therein, including the following:

Vendor agrees to save the City harmless from any liability arising from the misuse or infringement of any patented or copyrighted articles sold hereunder.

City reserves the right to cancel all or any portion of this order if not filled within the time specified.

City also reserves the right to correct typographical errors wherever they may appear in this order.

Municipalities are exempt from Federal Excise and Transportation Taxes. Prices shall **EXCLUDE** Federal Taxes. Exemption Certificate will be furnished on request.

Transportation charges must be prepaid by vendor on all purchases where the FOB point is other than Burbank, California. These charges may be added to vendor's invoice and shall be shown as a separate item.

No charges for transportation, containers, packing, etc., will be allowed vendor unless so specified in this order.

In case of default by the vendor, the City may procure the articles or services from other sources and may default from unpaid balance due the vendor or may collect against the bond or surety, if any, for excess costs so paid. The prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Reasonable attorney's fee shall be awarded City in the event suit is filed and City recovers excess costs.

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be the account of the vendor.

Vendor will not be held liable for failure or delay in the fulfillment of this order if hindered or prevented by fire, strikes, or Acts of God.

This order, attachment, and/or documents cited in this order represent the entire Agreement between the City and the Vendor.

The laws of the State of California shall govern this transaction.

All payments made to California Non Residents (not qualified with the Secretary of State) for services provided in the State of California are subject to a 7% withholding which will be paid directly to the State of California. For more information see CA FTB Publication 1017.

The City of Burbank holds a valid California Use Tax Direct Payment Permit. As such, we will self assess and report use tax directly to the state of California, per Sales and Use Tax Regulations - Regulation 1699.6.

# TORTI GALLAS AND PARTNERS

Architects of Sustainable Community

May 31, 2016

Project No: 15322.00

Invoice No: 0061936

Brian Foote, AICP  
Senior Planner  
City of Burbank  
150 North Third Street  
2nd Floor  
Burbank, CA 91502-1264

Project 15322.00 Burbank Town Architect REP

**Professional Services from May 1, 2016 to May 31, 2016**

Phase 01 Design Review/Peer Review

Design Review/Peer Review

**Professional Personnel**

		Hours	Rate	Amount
PRINCIPAL				
Payton, Neal	5/31/2016	1.00	250.00	250.00
SENIOR ASSOCIATE				
Jonick, Christopher	5/24/2016	.50	145.00	72.50
Leitner, Martin	5/10/2016	.50	145.00	72.50
Leitner, Martin	5/24/2016	6.00	145.00	870.00
Mesa Verde Dr				
Totals		8.00		1,265.00
<b>Total Labor</b>				<b>1,265.00</b>

**Total this Phase /Task \$1,265.00**

**Billing Limits**

	Current	Prior	To-Date
Labor	1,265.00	5,000.00	6,265.00
Limit			10,000.00
Remaining			3,735.00

**Total this Invoice \$1,265.00**

**Outstanding Invoices**

Number	Date	Balance
0061767	5/9/2016	1,455.00
<b>Total</b>		<b>1,455.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	1,265.00	5,000.00	6,265.00
<b>Totals</b>	<b>1,265.00</b>	<b>5,000.00</b>	<b>6,265.00</b>

**APPROVED**  
  
 JUN 20 2016  
 CITY OF BURBANK  
 PLANNING

*Carol Barrett*

Please remit to:

Torti Gallas and Partners, Inc. 1300 Spring Street, 4<sup>th</sup> floor Silver Spring, Maryland 20910 301.588.4800 301.650.3353 fax www.tortigallas.com



# TORTI GALLAS AND PARTNERS

Architects of Sustainable Community

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Project	15322.00	Burbank Town Architect RFP	Invoice	0061936
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Authorized By: \_\_\_\_\_

Martin Leitner

Date:

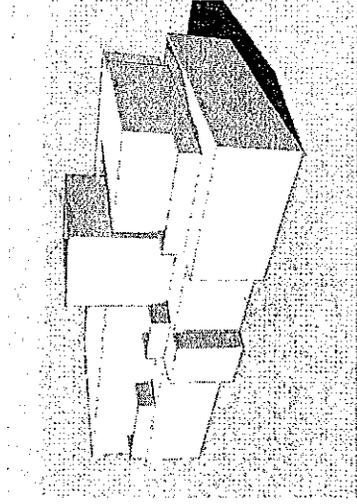
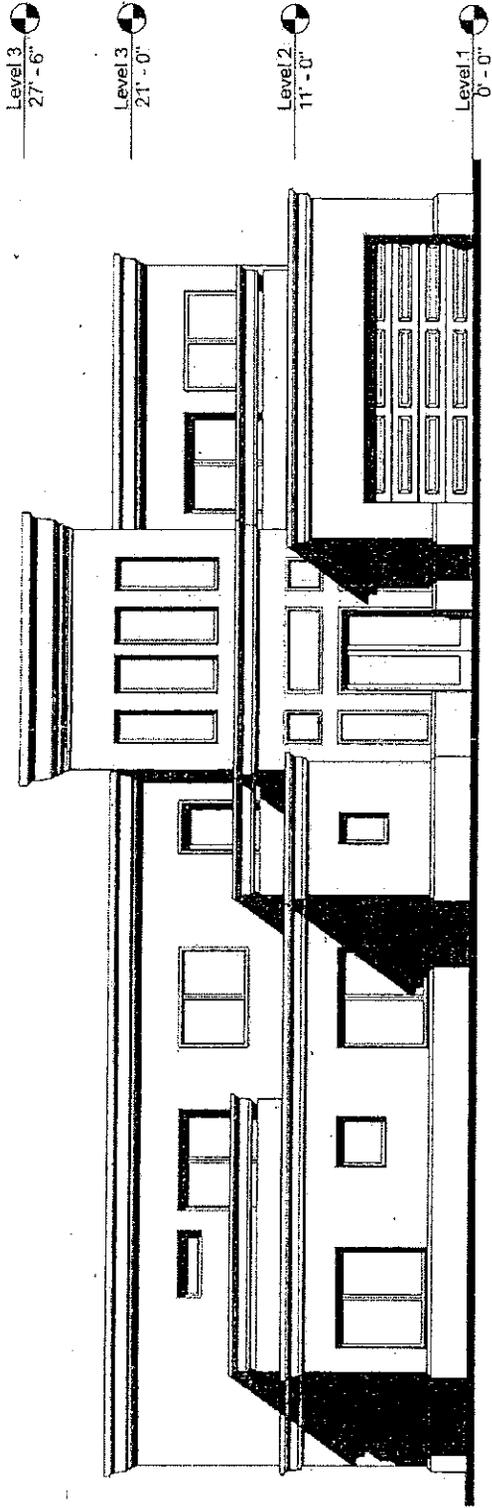
6/10/16

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Please remit to:

Torti Gallas and Partners, Inc. 1100 Spring Street, 4<sup>th</sup> Floor Silver Spring, Maryland 20910 301.483.1800 301.650.3355 fax www.tortigallas.com

DRAFT

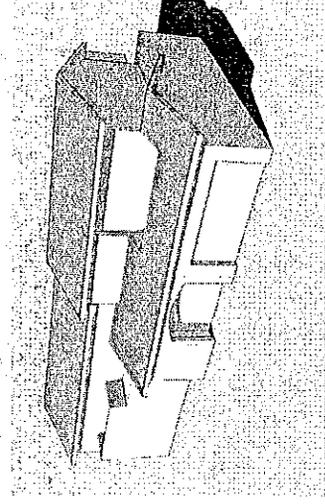
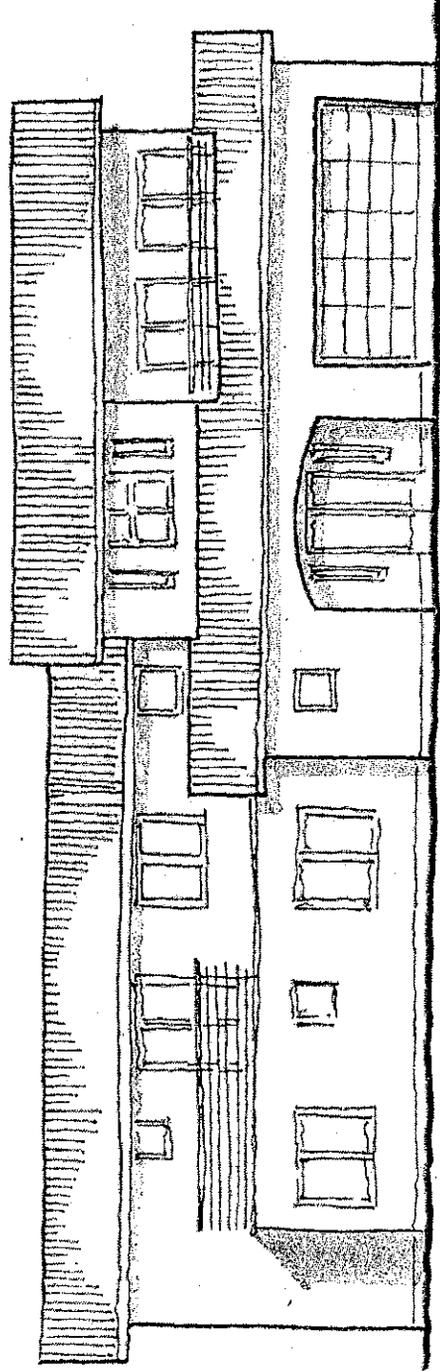


Massing Proposed by Applicant  
3147 Mesa Verde Drive

5/19/16

EXHIBIT D-1

DRAFT

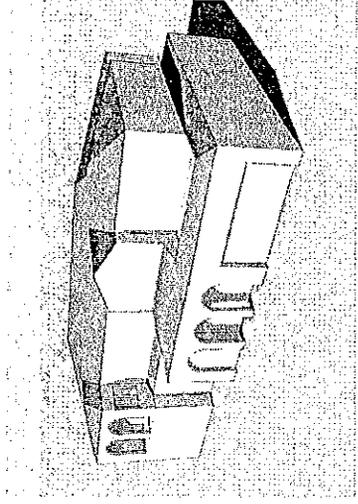
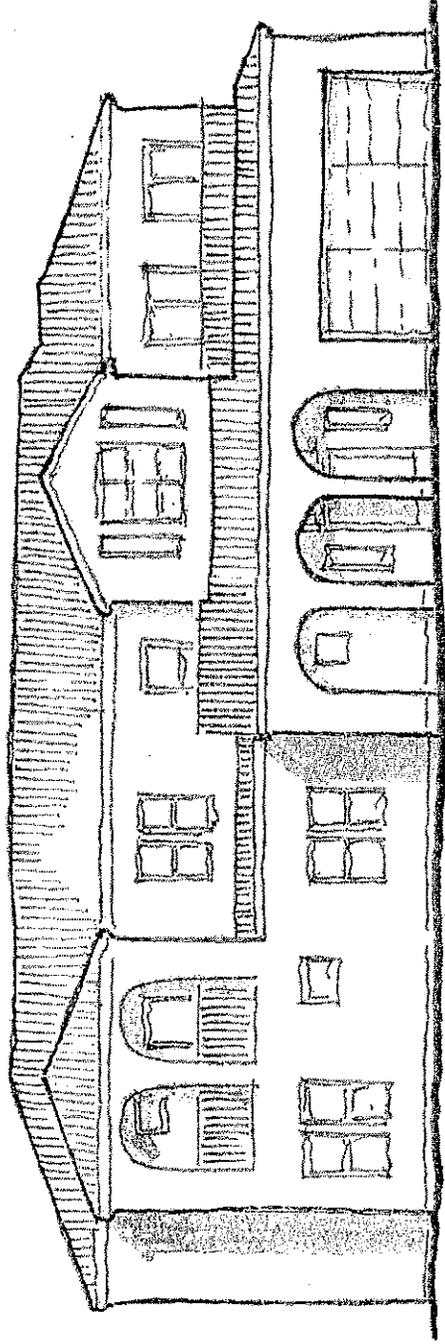


5/19/16

Alternate Massing #1  
3147 Mesa Verde Drive

EXHIBIT D-2

DRAFT

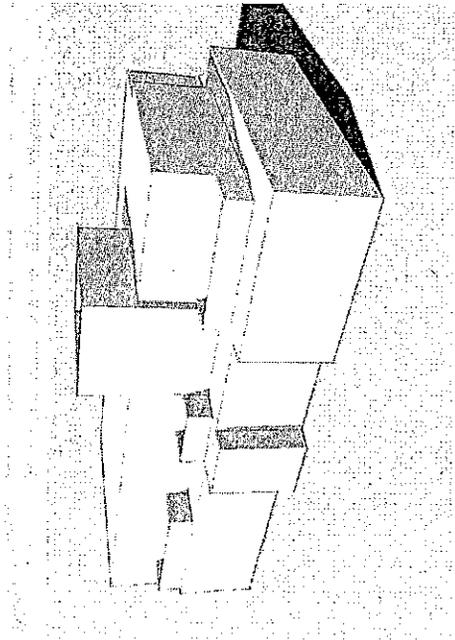


5/19/16

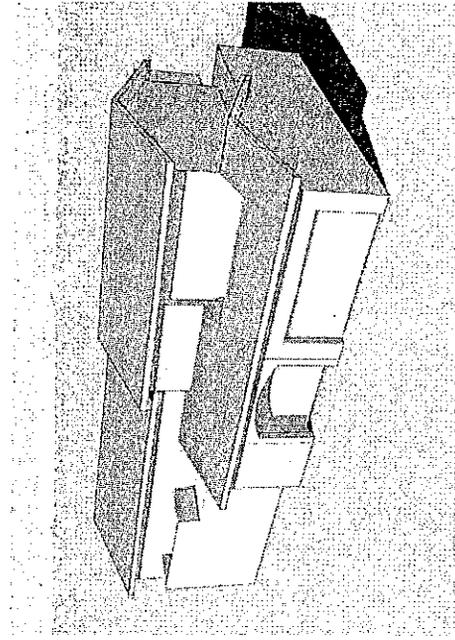
Alternate Massing #2  
3147 Mesa Verde Drive

EXHIBIT D-3

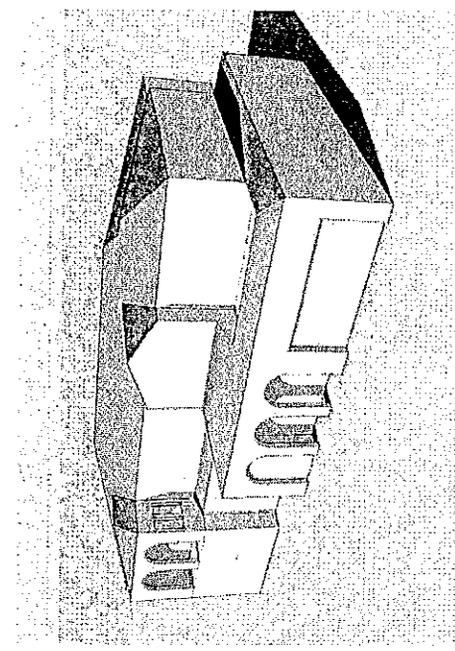
DRAFT



Massing proposed by applicant



Alternate massing #1



Alternate massing #2

Building Massing Comparison  
3147 Mesa Verde Drive

5/19/16

**EXHIBIT D-4**



# memorandum

**DATE:** March 14, 2017  
**TO:** Ron Davis, City Manager  
**FROM:** Patrick Prescott, Community Development Director   
**SUBJECT:** Planning Board Actions of March 13, 2017

At the regular meeting of March 13, 2017, the Planning Board discussed the following items:

## Hearing

### **1. Appeal of Project No. 15-1454 (Hillside Development Permit) | 2843 Joaquin Drive**

The Board was presented with an appeal of a Community Development Director's decision to approve a Hillside Development Permit for a new single family home of 3,310 square-feet (maximum height will be 28'6" and Floor Area Ratio will be 0.40). The Board stated they could make the findings and voted 5-0 to deny the appeal and uphold the Director's decision to approve the Hillside Development Permit.

**The Board's decision on this item is final. Modifications may not be made, nor the decision of the Board reversed, unless the Board's decision is appealed by the public or the City Council as a body decides to set the matter for a public hearing in lieu of an appeal. Any City Council Member requesting City Council review of this matter must submit a request in writing to the City Clerk by March 28, 2017.**

### **2. Project No. 16-5095 (Conditional Use Permit) | 2121 Kenmere Avenue**

The Board was presented with a request for a Conditional Use Permit (CUP) to allow the applicant to build a 756 square-foot tasting room within an existing 5,040 square-foot brewery. The CUP is only for the incidental tasting room and beer sampling within the brewery. The Board made the findings to approve the CUP with a vote of 5-0.

**The Board's decision on this item is final. Modifications may not be made, nor the decision of the Board reversed, unless the Board's decision is appealed by the public or the City Council as a body decides to set the matter for a public hearing**

**in lieu of an appeal. Any City Council Member requesting City Council review of this matter must submit a request in writing to the City Clerk by March 28, 2017.**

**Report**

The Board was presented with a report to note and file on the State of California's Assembly Bill 2299 and Senate Bill 1069 pertaining to State mandated regulations altering local project submittals for Second Dwelling Unit's (SDU's).

**Attendance**

Present: Jo, Petrusis, Rizzotti, Atteukenian, Eaton.



# memorandum

**DATE:** March 15, 2017

**TO:** Ron Davis, City Manager

**FROM:** Patrick Prescott, Community Development Director   
Via: Simone McFarland, Assistant Community Development Director

**SUBJECT: Community Development Goals Committee – March 9, 2017**

- The Community Development Goals Committee (Committee) was attended by all 9 appointed members.
- The Committee Chair (Robin Savoian) at 6 p.m. called the meeting to order and discussed the estimated Fiscal Year 2017-18 CDBG Funding and gave a recap of the Request for Funding Process.
- During oral comment, the Committee heard a total of 15 presentations from the 2017-18 CDBG applicants. Each presenter was given five minutes to share their proposed project(s)/program(s). The Committee also incorporated questions and answers as part of the oral comment period. Those in attendance included:
  - Parks and Recreation Department
  - Family Service Agency
  - Kids Community Dental Clinic
  - Boys and Girls Club of Burbank
  - Burbank Temporary Aid Center
  - Public Works Department
  - Burbank Unified School District
  - Burbank YMCA
  - Salvation Army Burbank Corps
  - BCR A Place to Grow
  - Family Promise of the Verdugos
  - Burbank Youth Center
  - Armenian Relief Society
  - Burbank Coordinating Council
  - Burbank Noon Lions
  - Housing Rights Center (HRC was unable to remain for the duration of public comment due to a schedule conflict)
- Other business included the approval of the Committee Meeting Minutes from January 19, 2017, and scheduling the next Committee meeting on March 23, 2017.



CITY OF BURBANK  
**PARKS AND RECREATION**  
**ANNOTATED AGENDA/MEETING SUMMARY**

**Meeting: Burbank Athletic Federation**      **Date: March 7, 2017**

**Members Present:** Craig Hunter, Larry Nelson, Dennis Roy, Ron Sabatine, Karen Sartoris, Char Tabet

**Members Absent:** Jim Frankian

**Staff Present:** Erin Barrows, Rena Ghamelian

**Liaisons Present:**

Item Discussed	Summary	Direction or Action, if any
1 Approval of Minutes- February 7, 2017	Approved	Motion made by Ms. Sartoris and Seconded by Mr. Sabatine to approve the minutes as read. Motion 6-0
2 Financial Statement	Ms. Barrows provided updates on pending projects. Pilgrim Fence Co. repaired the outfield fence at Schafer Ballfield. They will start on the vinyl windscreen paneling and first base side netting on April 4 <sup>th</sup> .  McCambridge Gym - Department is still waiting for Public works approval to start on side basket upgrades.	N/A
3 Announcements	Ms. Barrows shared some upcoming events: Dodger Day is scheduled for June 25 <sup>th</sup> 1:10 p.m. against the Rockies. Tickets will be sold at the Sports Office at a later date.	N/A
4 Oral Communication	N/A	N/A
5 Written Communication	N/A	N/A
6 Unfinished Business	<b>Civitan/Jamboree:</b> Ms. Barrows informed the Board that she held a meeting with Burbank Civitan Club, Foothill Civitan and Youth Sports to	N/A

CITY OF BURBANK  
**PARKS AND RECREATION**  
**ANNOTATED AGENDA/MEETING SUMMARY**

		<p>discuss Civitan and Jamboree Day. They came to the agreement of combining the two celebrations to one day and holding 2 field events. The two events will be Baserunning and Throw for Accuracy. Staff is excited and will be working on a flyer for teams with all the specifics. Civitan Jamboree day is scheduled for June 10<sup>th</sup>.</p> <p><b>Capital Improvement Projects:</b>  Ms. Barrows reminded the Board of her suggestion to create annual project accounts that BAF will allocate money in for upgrades and repairs. Ms. Barrows would like to allocate the following amount in each projects:  Backstop/ Light Pole Padding: Allocate \$8,000.00 annually.  Gym Floor Resurfacing: Allocate \$10,000.00 annually.  Walk of Fame: Allocate \$50,000.00</p>	<p>Motion made by Ms. Sartoris and seconded by Mr. Sabatine to allocate \$8,000.00 annually for Backstop/ Light Pole Padding project.  Motion 6-0  Motion made by Mr. Sabatine and seconded by Ms. Sartoris to allocate \$10,000.00 annually for Gym Floor Resurfacing project.  Motion 6-0  Motion made by Mr. Nelson and seconded Ms. Tabet to allocate \$50,000.00 for Walk of Fame Expansion project.  Motion 6-0</p>
<p>New Business</p>		<p><b>Walk of Fame Applications:</b>  Ms. Barrows informed the Board that applications are now available at the Sports office and online. The deadline to submit applications is May 19, 2017 at 5:00 p.m.</p> <p><b>Selection of Suspension Hearing Sub-committee:</b>  Ms. Barrows drew names for the Suspension Hearing Sub Committee:  1. Char Tabet  2. Craig Hunter  3. Dennis Roy  Alternates:  1. Ron Sabatine  2. Larry Nelson</p>	<p>N/A</p>
	<p>Additional Agenda Items</p>	<p>N/A</p>	<p>N/A</p>

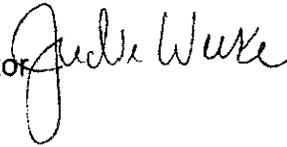
CITY OF BURBANK  
**PARKS AND RECREATION**  
**ANNOTATED AGENDA/MEETING SUMMARY**

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Staff Report	Ms. Barrows discussed and reviewed the staff report.	N/A
Adjournment	September Meeting Meeting Adjourned at 7:02	



**Date:** March 10, 2017  
**To:** Ron Davis, City Manager  
**From:** Judie Wilke, Parks and Recreation Director  
**Subject:** ROLLER HOCKEY UPDATE



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On February 21, 2017, staff provided an update memo on the Roller Hockey program and upcoming RFP process. The memo also mentioned that inaccurate information about the future of the roller hockey program continues to be circulated through the community. Most recently on Sunday, March 5, 2017, Mr. Frank Dalessandro the Executive Director of Community Sports Foundation, operator of the Roller Hockey Rink sent an email to all of his participants continuing to misinform the community about the future of the program and made direct accusations about staff's honesty. (Exhibit A)

Staff had a previously scheduled meeting with Mr. Dalessandro and his attorney James Morris the following day, and staff took the opportunity to express the continued frustration and disappointment with his actions. This behavior not only demonstrates to staff that Mr. Dalessandro does not understand or value his role as a partner with the City, but is seeking to taint the integrity of the Department and staff.

During that meeting and in a follow-up email from Mr. Morris, staff was assured that Mr. Dalessandro would be sending a follow-up email advising the roller hockey community that the future of the roller hockey program was not going to be discussed at the upcoming Park Board meeting, but rather it was to discuss the audit results. Additionally, the email was to also state that Parks and Recreation supports roller hockey, and that the Department is not doing anything improper. Unfortunately, the follow-up email was never sent.

Staff will not have a problem continuing to work with Mr. Dalessandro through the end of his agreement, however staff believed it was important to make you aware of the Roller Hockey Operator's most recent actions.

Attachments

Exhibit A – Email from Roller Hockey Operator to Participants

# EXHIBIT A

Ok everyone , there will be another Parks Board Meeting this **Thursday, March 9th**. As usual, the meeting will be at the Burbank City Hall **located at 275 E Olive Ave, Burbank, CA 91502** . The meeting will start **at 6pm**. If you cannot be there by 6pm just come as soon as you can. Everyone should wear their hockey shirts or hockey jerseys. Make sure all the kids are up front and wearing their jerseys. Show them that we care and we will not give up on this fight .

The Parks and Rec department will be discussing the future of the roller hockey rink AGAIN even though we just bought 32 hockey boards and already donated some of them to the city to keep the rink open. This time the Parks and Rec department will be suggesting to getting us out of there and they want to either take over the program or have one of their friends take over the program. They will ruin the program like they did last time. Dont let them do this . Fill out a speakers card when you get there and Speak up.

The meeting is open to everyone who would like to attend. All Burbank Residents and families NEED to be there to tell your Parks and Rec Department and YOUR Parks and Rec Board to keep this program open and keep Frank and Community Sports Foundation in charge of the program. The last time the city changed to operator of the roller hockey program the entire program shut down with in a year. Speak up and demand that they leave this program alone. It is the most successful program in their department. Hope to see you there. Bring your friends and Family.

Thank you,

Frank Dalessandro  
Home Office - 818-360-4302  
Rink Office - 818-845-0960  
[www.BurbankRollerHockey.com](http://www.BurbankRollerHockey.com)





February 20, 2017

## **Local governments can create blueprint for more housing**

By Carolyn Coleman

Special to The Bee

Local elected leaders are acutely aware of the severity of California's housing affordability crisis and our role in fashioning solutions. That's why city leaders are actively involved in efforts to develop policy reforms that can create a blueprint for more housing construction.

In recent weeks, academics, state officials and elected officials have offered opinions and potential solutions to increase housing supply. Many have been critical of local governments for the lack of construction in our communities. Some of these criticisms are fair, but many ignore the realities of the private housing market, the limited resources for affordable housing and the conditions that encourage or discourage new housing development.

Let's start with what cities can do. While local governments do not build homes, cities are responsible for planning and land-use decisions that allow housing to be built. Local government housing elements are updated every eight years and reviewed by the Department of Housing. All building permits must be processed in accordance with the Permit Streamlining Act; the Housing Accountability Act prohibits denials of housing consistent with these local plans.

But more can be done to streamline housing and environmental reviews. One challenge local developers face is complying with the California Environmental Quality Act, which can be lengthy and create delays and uncertainty. Toward that end, the League of California Cities is promoting legislation to support city efforts to conduct all environmental reviews upfront in order to streamline housing approvals and boost construction.

As proposed, these plans would focus on affordable housing in areas close to jobs and transit, and conform to California's greenhouse gas reduction laws. A revolving loan fund would help cities finance these upfront plans and environmental reviews with the additional costs recovered from fees when the units are built. This approach could drastically streamline housing approvals and create a blueprint to more housing construction.

The state must also lead by example. The league supports Senate Bill 3 by Jim Beall, D-San Jose, which would put a \$3 billion affordable housing bond on the ballot, and Senate Bill 2 by Toni Atkins, D-San Diego, which would generate hundreds of millions of dollars each year for affordable housing, emergency shelters and other housing needs.

The state should also reward communities approving housing with incentives to help offset the reality that property taxes generated by affordable housing are often insufficient to cover the cost of the supporting infrastructure.

It is important to recognize, however, that free-market forces largely dictate housing location and cost. In the Bay Area, with less available land, the red-hot job market is driving prices higher. Conversely, in areas like the Central Valley and Inland Empire, cities have set the table for development and even approved projects, but developers remain cautious.

State laws – including those dictating building standards, energy efficiency, greenhouse gas emissions, stormwater, taxes and other laws – also add costs to housing and affect the financial viability of projects.

It is time to have a more realistic discussion of all the forces at work that affect the housing market. Cities already have to plan extensively for housing needs and process applications within strict time frames. The league's upfront planning proposal will help further streamline development projects, without sacrificing public input and environmental reviews. Still, the state also needs to do its part and provide real funding to support local efforts and affordable housing.

There is much that we can do together in partnership this year to create a blueprint for more housing construction. The League of California Cities and its member cities stand ready to be part of responsible solutions.

*Carolyn Coleman is executive director of the League of California Cities. She can be contacted at [ccoleman@cacities.org](mailto:ccoleman@cacities.org).*

Read more here: <http://www.sacbee.com/opinion/op-ed/soapbox/article133667434.html#storylink=cpy>





March 17, 2017

CALL AND NOTICE OF A REGULAR MEETING  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held Monday, March 20, 2017, at 9:00 a.m., in the Airport Skyroom of the Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

Terri Williams, Board Secretary  
Burbank-Glendale-Pasadena Airport Authority



# **REGULAR COMMISSION MEETING**

## **AGENDA**

**MARCH 20, 2017**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, March 20, 2017

9:00 A.M.

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

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

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

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***In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.***

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
  - a. Committee Reports  
(For Note and File)

- 1) Operations and Development Committee
  - (i) February 6, 2017 **[See page 1]**
- 2) Finance and Administration Committee
  - (i) February 21, 2017 **[See page 4]**
- b. Commission Minutes  
(For Approval)
  - 1) March 6, 2017 **[See page 8]**
- c. Treasurer's Report
  - 1) January 2017 Treasurer's Report **[See page 15]**
- d. Amendment No. 2 to Amended and Restated  
Employment Agreement with Director of  
Public Safety/Chief of Police **[See page 38]**
6. ITEMS FOR COMMISSION APPROVAL
  - a. Award of Contract: Project Number E17-01  
Building #36 Data Server Room **[See page 42]**
7. ITEMS FOR COMMISSION INFORMATION
  - a. January 2017 Passenger/Cargo Statistics  
and Parking Information **[See page 45]**
8. ADJOURNMENT