

In compliance with Governor Newsom's Executive Order N-29-20, which suspended portions of the Brown Act, Governor Newsom's Executive Order N-33-20 (Stay At Home Order issued March 19, 2020), and the County of Los Angeles Public Health Officer's Reopening Safer at Work and in the Community for Control of COVID-19 Blueprint for a Safer Economy – Red Tier Risk Reduction Measures (issued March 12, 2021), members of the Airport Commission and staff will participate in this meeting via teleconference or other electronic means in our continuing effort to practice social distancing to reduce the spread of COVID-19.

MEMBERS OF THE PUBLIC MAY VIEW AND PARTICIPATE IN THE MEETING via Zoom by using the following link or by calling in with the phone number listed below: <https://bit.ly/3u8AkeI>
Phone number: 1 (669) 900-9128
Meeting ID: 955 9208 4836
Passcode: 493429



**Zamperini
Field
Airport
Commission**

**CITY OF TORRANCE
AIRPORT COMMISSION
AD HOC NON-AVIATION
HANGAR RENTAL COMMITTEE
THURSDAY, MARCH 25, 2021
REGULAR MEETING
6:00 P.M.**

VIA TELECONFERENCE OR OTHER ELECTRONIC MEANS

AGENDA

**THE AD HOC NON-AVIATION HANGAR RENTAL COMMITTEE MAY
TAKE ACTION ON ANY ITEM LISTED ON THE AGENDA**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **MOTION TO ACCEPT AND FILE REPORT ON
POSTING OF AGENDA**
5. **APPROVAL OF MINUTES:**
 - A. **FEBRUARY 25, 2021**
6. **ACTION ITEMS:**
 - A. **Continue Discussion to Consider Non-Aviation Hangar Rentals
at Torrance Municipal Airport – Zamperini Field**
7. **ORAL COMMUNICATION
(Limited to a 30 minute period)**

Comments on this portion of the agenda are limited to items not on the agenda and to no longer than (2) minutes per speaker. Under the provisions of the Brown Act, the Commission is prohibited from taking action or engaging in discussion on any item not appearing on the posted agenda.

8. **ADJOURNMENT:**

The Zamperini Field Airport Commission is an advisory body to the City Council. All meetings are open to the public. Regular meetings are scheduled on the second Thursday of each month at 7:00 p.m. in the West Annex Commission Meeting Room.

Those who wish to speak on any matter on the agenda are asked to complete a "Speaker Information" card (available at the meeting) and relay it to the staff before leaving the meeting.

Staff reports are available for review at the General Aviation Center, Civic Center Main Library and the City Clerk's Office. Direct any other questions or concerns to Rafael Herrera, Airport Manager, at (310) 784-7900. Agendas and Minutes are posted on the City of Torrance Home Page www.TorranceCa.gov.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in this meeting, please call 310.618.5880. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28CFR 35.102-104 ADA Title II]

HOURS OF OPERATION

**Monday through Friday from
7:30 a.m. to 5:30 p.m.**

Offices are closed alternate Friday.

City Hall will be closed on March 12 & 26

ROLL CALL:

De Rago ____ Gong ____ Zygielbaum ____

**MINUTES OF THE AIRPORT COMMISSION
AD HOC NON-AVIATION HANGAR RENTAL COMMITTEE**

1. CALL TO ORDER

The Torrance Airport Commission Ad Hoc Non-Aviation Hangar Rental Committee convened in a regular session on Thursday, February 25, 2021 at 6:30 p.m. via teleconference or other electronic means.

2. ROLL CALL

Present: Commissioners De Rago, Gong, and Zygielbaum.

Absent: None.

Also Present: Facility Operations Manager Pinela,
General Services Director, Shant Megerdichian.

3. FLAG SALUTE

Commissioner Gong led the Pledge of Allegiance.

4. AFFIDAVIT OF AGENDA POSTING

MOTION: Motion by Commissioner Gong to approve the posting of the agenda. Commissioner Zygielbaum seconded the motion. A roll call vote reflected approval.

5. APPROVAL OF MINUTES:

Motion by Commissioner Gong to approve the minutes of February 25, 2021. Commissioner Zygielbaum seconded the motion. A roll call vote reflected approval.

6. ACTION ITEMS:

A. CONTINUE DISCUSSION TO INVESTIGATE THE PROS AND CONS OF IMPLEMENTING NON-AVIATION HANGAR RENTAL POLICY

Motion by Commissioner Zygielbaum to bring back lease terms, current aviation non-compliant tenant enforcement policy, security concerns, safety for driving on the airport, and explore proposal to charge 4 times the current rental rate. Commissioner De Rago seconded the motion. A roll call vote reflected approval,

7. ORAL COMMUNICATIONS AND ANNOUNCEMENTS

No commissioners spoke. No members of the public spoke.

8. ADJOURNMENT

MOTION: At 6:40 p.m., Commissioner De Rago moved to adjourn this meeting to March 11, 2021 at 6:00 p.m. via teleconference or other electronic means. Commissioner Gong seconded the motion; a roll call vote reflected approval.

###

Honorable Chair and Members
of the AD HOC NON-AVIATION
HANGAR RENTAL COMMITTEE
Zoom Meeting,
Torrance, California

Members of the Committee:

**SUBJECT: Continue Discussion to Consider Non-Aviation Hangar Rentals
at Torrance Municipal Airport – Zamperini Field**

Members of the Committee:

At the Ad Hoc Non-Aviation Hangar Committee of February 25, 2021, the Committee directed staff to bring back the information on the following:

- Method of Implementation
- Enforcement
- Safety
- Rental Rates
- Terms and Conditions

Non-Aviation Hangar Rental Implementation

Instead of evicting tenants for defaulting on their rental agreement, this option provides a new method to enforce aviation hangars for aviation use or change them over to the non – aviation rate instead. This will help with reducing the amount of time spent on repetitive notices of non – compliance to hangar tenants and reduce the amount of time spent with legal matters. This also provides an alternative option for those selling their aircraft or leaving aviation, but want to maintain the use of a hangar to store personal property and be part of the airport community/culture.

The implementation of Non-Aviation Hangar Rentals would begin with a conversion from aviation to non-aviation by evaluating the current 341 hangars to determine how many hangars are out of compliance and are not meeting the terms and conditions of the current aeronautical Hangar Rental Agreement. Examples of non-compliance include, but are not limited to:

- Tenants that do not have a registered or insured aircraft upon inspection of the hangar.
- Tenants that are not meeting the completion of an operational aircraft in the 24 months allotted in the current Rental Agreement.
- Tenants storing commercial overflow items other than aircraft.

If 35 hangars are determined to be non-aviation, staff would then place any additional interested parties on a newly created Non-Aviation Hangar Waiting list. Eligible hangars would be limited to small hangars only. Of there are more than 35 hangars that are in non-compliance, staff would then work with the individual tenants intending to use the hangar for aviation purposes. A consideration could also be made convert any non-compliant hangar to non-aviation rates if that tenant does not meet compliance deadlines as set forth by the Airport Administration.

Lastly, aviation rentals will take priority over non-aviation rentals. Under the current Hangar Rental Agreement, the City may terminate the agreement with a 30-day notice. This will also be included in the Non-Aviation Hangar Rental Agreement. Staff can terminate a non-aviation rental with the 30-day notice to allow access to an aeronautically related tenant.

Enforcement

Enforcement of aviation hangars that are in non-compliance will be subject to the same protocols that are in place today. Every tenant has an opportunity to remedy their situation before being subject to eviction. If non-aviation hangar rates are implemented, those tenants not in compliance with aviation rental agreements can be converted to non-aviation rates.

If a tenant is not meeting the standard terms and conditions of a non-aviation hangar agreement, staff would give that tenant the same opportunities to cure as current aviation tenants. Processes and procedures are in place with timelines to meet goals, and consequences of tenants not meeting those goals.

Safety

There has been concern expressed that the inclusion of non-aviation hangar tenants would pose a threat to Airport security. As there are currently a number of tenants, both City and private hangars, that do not have aircraft, staff feels that the risk of incidents or accidents on the airfield would not be any greater with the addition of new non-aviation tenants. As stated previously, those existing tenants in City hangars that do not have aircraft can be converted to non-aviation rates.

In addition, there have been several recent incidents where East T hangar tenants, who are pilots and have aircraft, have let in dozens of unauthorized vehicles onto the airport. Keycards of those tenants were used to let in members of the public who had no knowledge of operating a vehicle on an airport. This was not only a violation of the Airport's keycard agreement, but was against State and LA County COVID Regulations regarding gathering.

Staff proposes that if non-aviation hangars are approved, a vehicle safety guide be developed and issued to all City hangar tenants. Rules and regulations of airport safety will be outlined, and each hangar tenant would sign an acknowledgment of receipt.

Rental Rates

The Ad-Hoc Non-Aviation Hangar Committee also directed staff to investigate the possibility of charging up to 4x the current hangar amount for non-aviation hangar use. To be in line with what other Airports are currently charging, staff feels that the proposed rate of \$1.184 - \$1.328 per sq. ft. is what the market would bear and does not recommend an increase at this time. Rates for non-aviation hangars would be indexed with the May-May CPI-W, like all other City hangars at the Airport.

Airport	Charge Non-Aviation Rates	Rates/Sqft
Santa Monica	Yes	\$3-\$3.40
Torrance (Proposed)	Yes	\$1.184 - \$1.328
San Gabriel Valley (El Monte)	Yes	\$1.016
Compton Woodley	Yes	\$0.8628
Brackett Field	Yes	\$0.80
Hawthorne	No	
Long Beach	No	
Whiteman	No	

Draft Terms and Conditions of Non-Aviation Hangar Rental Agreement

Attached is a draft of the proposed Non-Aviation Hangar Rental Agreement. It is based on the current Hangar Rental Agreement, but has provisions that have been added that are specific to non-aviation use. See Attachment A

Respectfully submitted,


 Gerry Pinela
 Facilities Operations Manager

Attachments:

A – Draft Non-Aviation Hangar Rental Agreement Standard Terms and Conditions

**STANDARD TERMS AND
CONDITIONS FOR
NON - AVIATION AIRPORT HANGAR
RENTAL AGREEMENTS**

1. RENT.

- A. User will pay rent to the City so long as this Agreement is in effect. Rent is due and payable on the first day of each month.
- B. The monthly rent is determined by multiplying the number of usable square feet enclosed within the Hangar and any additional contiguous space available for the User's occupation and use by a square foot rate adopted by the City Council from time to time, rounded to the nearest dollar.
- C. If this Agreement does not commence on the first day of a calendar month or end on the last day of a calendar month, User will pay prorated rent for the first or last month, as the case may be, in the amount of 1/30th of the monthly rent times the number of days for which rent is being prorated.
- D. Place of Payment. All Rent payments must be paid, without deduction or offset, to the Finance Department, City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503.
- E. Late Payment. In the event any required payment is not paid by the 10th day of the month for the current month billed, User agrees that in addition to the basic rent it will pay an additional 10% of the amount due as a late charge.
- F. Source of payment. Rent payments will be accepted only from the named User.

2. USE.

- A. Non-aviation hangars are to be used to store personal property such as vehicles, boats, motorcycles and household goods solely owned by the renter. Renter may store and use within the Hangar other items of personal property incidental to the purpose and enjoyment of the Hangar, such as storage containers, tools, vehicles, furniture, and spare parts.
- B. User may not use the Hangar for habitation.
- C. User may not use the Hangar for the storage of any fuel, including jet fuel.

- D. User may not use the Hangar for the operation of any business or storage of any business inventory, unless approved by the City Council and properly licensed by the City.

3. COMPLIANCE WITH LAW AND AGREEMENT.

User agrees to comply with all laws and regulations of the Torrance Municipal Airport–Zamperini Field, the City of Torrance, and all other governmental agencies that are applicable to the Hangar or the operations of User on the Airport.

4. ALTERATIONS.

User may not make or permit alterations or additions to the Hangar, nor construct or erect any improvements without first obtaining the written consent of the City. All approved alterations or additions must be in accordance with applicable building codes.

5. MAINTENANCE OF HANGAR INTERIOR.

User, at the sole cost and expense of User, must maintain the interior of the Hangar and all improvements and keep the same in good and sanitary condition and repair.

6. LIABILITY.

By taking possession of the Hangar, User accepts the condition of the Hangar. User agrees to hold the City free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including but not limited to User, or property of any kind whatsoever and to whomsoever belonging, including but not limited to User's, from any cause or causes whatsoever while in, upon or in any way connected with the Hangar, during the term of this Agreement.

7. INSURANCE.

A. User must maintain standard insurance policies on the Hangar. At all times during the term of this Agreement and prior to taking possession of the Hangar, User must maintain on file with the City Clerk at 3031 Torrance Boulevard, Torrance, California, 90503 and the Facility Operations Manager at 3301 Airport Drive, Torrance, California, 90505 certificates of the insurance carriers, showing that the insurance policies are in effect in the amounts provided below. Notwithstanding any other provision to the contrary contained in this Agreement, User may not take possession of the Hangar until the certificate or certificates and insurance policies are filed with the City Clerk and the Facility Operations Manager. The required insurance pursuant to this Agreement must conform to:

(1) Hangar Insurance.

(a) User agrees that at all times during the term of this Agreement User will maintain in force insurance policies that insure and indemnify the User and the City, the City Council and each

member thereof, and every officer and employee of the City, and members of Boards and Commissions. These policies are against liability or financial loss resulting from any suits, claims, or actions brought against the City, or User, by any person or persons and from all costs and expenses of litigation brought against the City in the amount of \$1,000,000 combined single limit for any injury to persons and /or damage to property in or about the Hangar by reason of the use and occupation of property or by any other person or persons.

- (b) The City, the City Council and each member thereof, and every officer and employee of the City, and members of Boards and Commissions must be named as an additional insured on the policies. The policies must be issued by an insurer rated in Best's Insurance Guide with a financial rating of B+VII or better. The policies must provide that the insurance coverage may not be canceled or reduced by the insurance carrier without the City having been given ten days prior written notice by the carrier. User agrees that User will not cancel or reduce the insurance coverage.

8. ASSIGNMENT AND SUBLETTING.

- A. User may not assign or sublet this Agreement or any interest in it. Any assignment, attempted assignment or sublease will be null and void, and will constitute a default under this Agreement.
- B. A prohibited assignment or subletting will be deemed to have occurred if:
 - (1) The rental payment is made by any person other than the User, without the prior consent of the City.-

9. USE OF AIRPORT.

User is granted the right of access to the Hangar and to reasonable ingress and egress for non-aviation use. Must yield to all aircraft. Do not enter the ramps or taxi ways or runways. Restricted areas include vehicles to and from the runways of the Torrance Municipal Airport – Zamperini Field in conformance with all applicable laws, rules and regulations.

10. UTILITIES.

User agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Agreement in connection with the use of the Hangar including, but not by way of limitation, electricity, telephone, utilities and other services used by User in the Hangar.

11. TAXES AND ENCUMBRANCES.

User is advised that taking possession of the Hangar and executing this Agreement may result in the imposition of a possessory interest tax by the County of Los Angeles. User agrees to pay, within the time limits and without objection, all properly-assessed taxes.

12. NOTICE.

A. Whenever it is necessary for either party to serve notice on the other respecting this Agreement, notice will be served by certified mail, return receipt, or personal service addressed to the City Clerk at 3031 Torrance Boulevard, Torrance, California 90503.

B. Any notice given by certified mail will be deemed, as between the City and User, to have been fully given and delivered for all purposes at the expiration of 72 hours after the same is deposited in the United States Post Office, or upon personal service.

13. SIGNS.

User agrees that no signs or advertising material may be erected or maintained upon the Hangar or elsewhere within the Torrance Municipal Airport without prior written consent of the City.

14. ATTORNEY FEES.

If any action or proceeding arises out of a dispute over any of the terms of this Agreement, the loser must pay the prevailing party's reasonable attorneys' fees.

15. SUCCESSORS, INHERITANCE.

The terms of this agreement will be binding on the parties and their successors, heirs, executors or administrators.

16. RIGHT OF ACCESS.

A. The City and the City's officers, employees and agents will have the right to enter the premises during normal business hours upon 24 hours written notice to User (except in case of emergency) for the purpose of inspecting the premises.

B. Each Hangar will be inspected by Fire Department personnel for compliance with fire safety codes every twelve months. User agrees to schedule an inspection and to provide access to the Hangar during the weekend inspection periods specified by the Fire Department for inspections.

17. HAZARDOUS MATERIAL.

User agrees that in the use of the subject Hangar and contents, that User will properly contain, and dispose of all wastes and hazardous materials in a legal manner and in appropriate receptacles.

18. NOTICE OF TERMINATION.

The City may terminate this Agreement by giving at least thirty days written notice to the other party of its intention to terminate this Agreement.

19. SURRENDER.

At the expiration of the term of this Agreement or upon any earlier termination, User will surrender the Hangar to the City in the same condition as received, reasonable wear and tear accepted. Upon surrender, User will be responsible for the cost of removing any alterations or additions for which appropriate permits or prior City consent were not obtained. User may terminate this Agreement by giving at least thirty days written notice to the City of their intention to terminate this Agreement.

20. BREACH OR DEFAULT.

A. Event of Default. Any of the following will constitute an event of default by User under this Agreement:

- (1) Failure of User to pay when due the rent required under this Agreement, or any other sums payable by User under this Agreement, and the continuance of a failure for three days after written notice from the City that such payment is due. If City serves User with a Notice to Pay Rent or Quit pursuant to applicable law, such Notice to Pay Rent or Quit will also constitute the notice required; or
- (2) The abandonment or vacation of the Hangar for ten days after written notice from the City; or
- (3) The failure of User to perform any other obligation under this Agreement that is not remedied within ten days after written notice from the City specifying the failure to perform or if User has not commenced appropriate action to effect a remedy within the ten day period and thereafter prosecuted the action to completion with all due diligence; or
- (4) Except as otherwise provided by paramount law,
 - (a) the entry of any decree or order for relief by any court with respect to User in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state bankruptcy or insolvency law;
 - (b) the appointment of or taking possession by any receiver, liquidator, assignee, trustee in bankruptcy or for the benefit of creditors, sequestrator or other similar official, of the premises or of User or of any substantial part of the property of User or the ordering or winding up or liquidating of the affairs of the User and the continuance of such decree or order unstayed

and in effect for a period of sixty days; or

(c) the commencement by User of a voluntary proceeding under the Federal Bankruptcy Code or any other applicable state or federal bankruptcy or insolvency law or consent by User to appointment of or taking of possession by a receiver, liquidator, assignee, trustee, sequestrator or other similar official, of User or of any substantial part of the property of User or the making by User of any general assignment for the benefit of others.

(5) The attachment, execution or judicial seizure of substantially all of User's assets located at the premises or of User's interest in this Agreement, where such seizure is not discharged within thirty days.

B. Remedies. In the event of any material default or breach by User, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of any default or breach:

(1) Terminate User's right to possession of the Hangar by any lawful means, in which case this Agreement will terminate and User will immediately surrender possession of the Hangar to City. In such event City will be entitled to recover, but is not limited to, the cost of recovering possession of the Hangar; expenses of reletting, including necessary renovation and alteration of the Hangar, and reasonable attorney's fees.

(2) Maintain User's right to possession in which case this Agreement will continue in effect whether or not User will have abandoned the Hangar. In such event City will be entitled to enforce all of City's rights and remedies under this Agreement, including the right to recover the rent as it becomes due.

(3) Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the state wherein the Hangar is located. Unpaid installments or rent and other unpaid monetary obligations of User under the terms of this Agreement will bear interest from the date due at the maximum rate then allowable by law.

21. GOVERNING LAW; JURISDICTION.

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.