

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 19, 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/3myT8bQ>
Phone number: (669) 900-9128
Meeting ID: 972 0062 9217
Passcode: 791971



**Zamperini
Field
Airport
Commission**

**CITY OF TORRANCE
ZAMPERINI FIELD
AIRPORT COMMISSION
THURSDAY, APRIL 8, 2021
REGULAR MEETING
7:00 P.M.**

VIA TELECONFERENCE OR OTHER ELECTRONIC MEANS

AGENDA

**THE AIRPORT COMMISSION MAY TAKE ACTION ON ANY
ITEM LISTED ON THE AGENDA**

1. **CALL TO ORDER**
2. **ROLL CALL/MOTION FOR EXCUSED ABSENCE**
3. **FLAG SALUTE**
4. **MOTION TO ACCEPT AND FILE REPORT ON POSTING OF AGENDA**
 - A. **APPROVAL OF MINUTES MARCH 11, 2021**
5. **ORAL COMMUNICATIONS #1 AND ANNOUNCEMENTS (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.

6. **ACTION ITEMS:**
 - A. **Request from Ad Hoc Non-Aviation Hangar Rental Committee that the Airport Commission Review and Recommend the Implementation of Non-Aviation Hangar Rentals at Torrance Municipal Airport-Zamperini Field.**
7. **INFORMATION ITEMS:**
 - A. **Aeronautical Operational Information Under the Purview of the General Services Department**
8. **ADJOURNMENT: May 13, 2021**

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 April 9 & 23.**

ROLL CALL:

De Rago ___ Gong ___ Nishinaga ___ Ross ___ Witherill ___ Zygielbaum ___ Chairperson O'Brien ___

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**MINUTES OF A REGULAR MEETING
OF THE AIRPORT COMMISSION**

1. CALL TO ORDER

The Torrance Airport Commission convened in a regular session on Thursday, March 11, 2021 at 7:05 p.m. via teleconference or other electronic means.

2. ROLL CALL

Present: Commissioners De Rago, Nishinaga, Ross, Zygielbaum, and Chairperson O'Brien.

Absent: Commissioners Gong and Witherill.

Also Present: Facility Operations Manager Pinela, Airport Manager Herrera, Deputy Community Development Director Cessna, and Senior Environmental Quality Officer Duncan.

MOTION: Commissioner Zygielbaum moved to approve the excused absence of Commissioner Witherill for the March 11, 2021 Airport Commission meeting. Commissioner De Rago seconded the motion; a roll call vote reflected 5-0 approval.

3. FLAG SALUTE

Commissioner Ross led the Pledge of Allegiance.

4. AFFIDAVIT OF AGENDA POSTING

Facility Operations Manager Pinela reported the agenda for this meeting was properly posted on the notice board.

4A. APPROVAL OF MINUTES OF FEBRUARY 11, 2021

MOTION: Commissioner De Rago moved to approve the Airport meeting minutes of February 11, 2021 as presented. Commissioner Zygielbaum seconded the motion; a roll call vote reflected 5-0 approval (absent Commissioners Gong and Witherill).

5. ORAL COMMUNICATIONS #1 AND ANNOUNCEMENTS

Chairperson O'Brien spoke.

Members of the public spoke.

6. ACTION ITEMS

6A. COMMUNITY DEVELOPMENT – TORRANCE AIRPORT NOISE ABATEMENT PROGRAM

Senior Environmental Quality Officer Duncan provided background regarding the Torrance Airport Noise Monitoring system that was taken out of service in October 2020 due to budgetary concerns. She stated this resulted in staff losing the ability to measure aircraft noise or track flight paths and altitudes. She noted a considerable increase in complaints received since that time, and called attention to complaints logs for the fourth quarter 2020 and January

2021 in agenda packets. Senior Environmental Quality Officer Duncan recommended the Commission receive public input and recommend that staff prepare a Request for Proposal (RFP) for new Noise Abatement System options that would be more cost effective.

From 7:34 p.m. to 8:18 p.m., members of the public spoke.

Following a general discussion, Senior Environmental Quality Officer Duncan presented options for the Commission to consider:

1. Recommend to Council that staff prepare an RFP for new Noise Abatement System options that would address citizens' concerns and be more cost effective with consideration to our current budget;
2. Recommend to Council that staff continue to document complaints, follow up with education and outreach to the pilot community and citizens for the remainder of the fiscal year and return to the Commission with additional information in the first quarter of 2021-22;
3. Recommend that Council accept and file the report and take no further action.

MOTION: Commissioner Zygielbaum moved to select option 1: Recommend to Council that staff prepare an RFP for new Noise Abatement System options that would address citizens' concerns and be more cost effective with consideration to our current budget. Commissioner Ross seconded the motion; a roll call vote reflected 5-0 approval (absent Commissioners Gong and Witherill).

7. **INFORMATION ITEMS**

7A. **AERONAUTICAL OPERATIONAL INFORMATION UNDER THE PURVIEW OF THE GENERAL SERVICES DEPARTMENT**

Airport Manager Herrera reviewed the following reports in the material of record: Hangar and Tiedown Rental Status, Ongoing Projects, Meeting Room Calendar, Hangar Waiting List, Events Requiring Emergency Response for January 2021, and Airfield Operations Status for January 2021.

8. **ADJOURNMENT**

MOTION: At 8:25 p.m., Commissioner Ross moved to adjourn this meeting to April 8, 2021 at 7:00 p.m. via teleconference or other electronic means. Commissioner De Rago seconded the motion; a roll call vote reflected approval.

###

Honorable Chair and Members
of the Airport Commission
City Hall
Torrance, California

Members of the Commission:

SUBJECT: Request from Ad Hoc Non-Aviation Hangar Rental Committee that the Airport Commission Review and Recommend the Implementation of Non-Aviation Hangar Rentals at Torrance Municipal Airport – Zamperini Field.

RECOMMENDATION

The Ad Hoc Non-Aviation Hangar Rental Committee recommends that the Airport Commission review and recommend implementation of non-aviation hangar rentals at Torrance Municipal Airport – Zamperini Field.

FUNDING

Funding is not applicable.

BACKGROUND/ANALYSIS

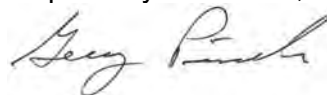
At the Ad Hoc Non-Aviation Hangar Rental Committee meeting of March 25, 2021, the Committee was presented with an item from staff outlining the implementation and methodology for non-aviation hangar rentals. The Committee was also presented with a draft Non-Aviation Hangar Rental Agreement.

The Committee voted 2-0 (Gong absent) to recommend the implementation of non-aviation rentals at the Airport with two amendments. They are:

1. Add language to the draft Non-Aviation Hangar Rental Agreement specifying aviation use has priority and a 30 day notice of termination can be issued to a non-aviation tenant at any time.
2. Conduct a review of the Non-Aviation Hangar Rental Agreement by the City Attorney's Office.

If the Commission concurs with the recommendation, staff would then transmit an agenda item to be brought forward to the City Council for approval.

Respectfully Submitted,



Gerry Pinela
Facilities Operations Manager

Attachments:

- A – Ad Hoc Non – Aviation Hangar Rental Committee Item of March 25, 2021
B – Revised Draft Non-Aviation Hangar Rental Agreement

Committee Meeting of
March 25, 2021

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

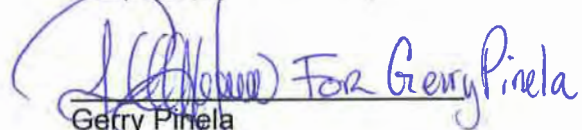
The Ad-Hoc Non-Aviation Hangar Committee also directed staff to investigate the possibility of charging up to 4x the current hangar amount for non-aviation hangar use. To be in line with what other Airports are currently charging, staff feels that the proposed rate of \$1.184 - \$1.328 per sq. ft. is 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.

**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.
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- 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. PREFERENCE FOR AVIATION USE

- A. User acknowledges that priority is given for aviation use first, and that a Non-Aviation Hangar Rental Agreement can be terminated in favor of an aviation use with a thirty day written notice.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.:-

10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. SUCCESSORS, INHERITANCE.
The terms of this agreement will be binding on the parties and their successors, heirs, executors or administrators.
17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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Honorable Chair and Members
of the Airport Commission

Members of the Commission:

SUBJECT: Transmittal of Aeronautical Operational Information under the Purview of
the General Services Department for the Months of **FEBRUARY 2021**

The General Services Department acts as both the landlord for the city-owned facilities
at the airport and as business manager for the airport. As such, the department is
providing the following informational reports for review by the commission:

Report #1: Hangar and Tie down Rental Status

Report #2: Ongoing Projects

Report #3: Meeting Room Calendar

Report #4: Hangar Waiting List

Report #5: Events Requiring Emergency Response

Report #6: Airfield Operations Status

For any questions about this transmittal, please call Rafael Herrera at
(310) 784-7900.

REPORT 1

ZAMPERINI FIELD

HANGAR AND TIEDOWN INFORMATION

Total Number of City-Owned Hangars	341
Total Number of Hangar Vacancies	7
Total Number of Airport Tiedowns	181
Total Number of Tiedowns Available	61

The 341 hangars owned by the City are broken down into three size categories: small, medium, and executive. Of 341 total hangars, 74 were built by the City, while 267 hangars were funded by several private contractors. At time of construction, these hangars were built with individual preferences in mind and were not standardized according to size. Here are approximate sizes of small, medium and executive hangars.

Small Type A: Under 40' Door Opening Width	800-1,200 sq. ft.
Small Type B: 40'-41' Door Opening Width	800-1,200 sq. ft.
Medium: 52'-54' Door Opening Width	1,200-2,200 sq. ft.
Executive: 57'-61' Door Opening Width	2,200-3,200 sq. ft.

Current rates for hangars are: \$0.592/sq. ft. per month for Torrance Residents.
\$0.664/sq. ft. per month for Non-Residents.

Current rates for Tiedowns are: Single Engine \$118.00
Twin Engine \$130.00

Current rates for Transient (Overnight) are: Single Engine \$10.00
Twin Engine \$16.00
Jet Engine \$21.00

REPORT 2

ONGOING PROJECTS April 8, 2021

1. Fire Extinguishers for City owned Hangars – The specifications of the project have been completed, and a request for proposal has been advertised. Bids for this project are due on Wednesday April 28, 2021. All potential bidders must schedule a site visit to identify the specific locations to install fire extinguishers at the airport prior to submitting bid. We will have monthly updates as we progress through this development.

NON- INFRASTRUCTURE

Capital Projects

	<u>FEAP #</u>	<u>PRIMARY FUNDING</u>	<u>PROJECT TOTAL</u>
Fire Extinguishers for City owned Hangars	FEAP-00792	AIRPORT	\$150,000
East "T" Pilot's Lounge East	FEAP – 00722	AIRPORT	\$352,000
Remodel General Aviation Center and East "T" Restrooms	FEAP - 00719	AIRPORT	\$275,000
Total			\$777,000.00

REPORT 4
HANGAR WAITING LIST

1	Schmidt, O.	01/17/12	MEDIUM
2	Giannola, P.	08/08/12	MED/EXEC
3	Bohner, R.	08/21/12	EXEC
4	Freitag, D.	11/05/12	EXEC
5	Striplin, D.	04/17/13	EXEC
6	Myronowicz, C.	05/01/13	MED/EXEC
7	Dwoskin, D.	07/12/13	EXEC
8	Deaver R.	10/22/13	EXEC
9	Ellison, B.	11/05/13	EXEC
10	Adams, R.	01/10/14	EXEC
11	Grau, W.	01/31/14	MED/EXEC
12	Yarymovych, N.	05/05/14	MED/EXEC
13	Bentley, D.	07/17/14	MED/EXEC
14	Rietdyk, G.	11/26/14	MED/EXEC
15	Deal, J.	03/12/15	MED/EXEC
16	Deal, B.	03/12/15	MED/EXEC
17	Myers, L.	03/12/15	MED/EXEC
18	Reisman, G.	08/20/15	MEDIUM
19	Garcia, D.	08/20/15	MED/EXEC
20	Hadley, L.	08/31/15	MED/EXEC
21	Schladen, M.	02/18/16	MED/EXEC
22	Robinson, A.	03/22/16	MEDIUM
23	Broen, P.	05/06/16	MED/EXEC
24	Macey, B.	08/02/16	MED/EXEC
25	Van De Velde, D.	09/26/16	MEDIUM
26	Woodside, D.	12/29/16	MED/EXEC
27	Ristevski, B.	01/09/17	MED/EXEC
28	Mabry, M.	01/24/17	MED/EXEC
29	Geiger, G.	02/06/17	EXEC
30	Adli, B.	02/22/17	EXEC
31	Constable, W.	03/23/17	EXEC
32	Stewart, D.	04/07/17	EXEC
33	Regan, K.	05/24/17	MEDIUM
34	Gerts, I.	06/27/17	MEDIUM
35	Armstrong, S.	11/14/17	MED/EXEC
36	Levine, M.	01/26/18	MED/EXEC
37	Bryson, Z.	03/22/18	EXEC
38	Badour, S.	09/24/18	MED/EXEC
39	Wachner, J.	10/02/18	MED/EXEC
40	Vartanian, J.	10/15/18	MED/EXEC
41	McNerney, R.	11/05/18	MED/EXEC
42	McKay, R.	03/28/19	MEDIUM
43	Burshtan, D.	06/24/19	MEDIUM
44	Ribitsch, R.	10/04/19	MEDIUM
45	Jenkins, R.	12/03/19	MEDIUM
46	Colton, J	06/03/20	MEDIUM
47	Ristevki, B.	10/02/20	MED/EXEC
48	Elminoufi, G.	01/08/21	MED/EXEC

Summary of Changes to Hangar Waiting List

Applicants From Waiting List Who Received Hangars

Wolfbrandt, R.	06/18/12	Med/Exec
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New Waiting List Applicants Added

Request For Refund/Removal From Hangar Waiting List

Slusser, R.	02/22/21	Medium
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*Hangars Received Through Advertisement (not from Waiting List)

Slusser, R.	03/16/21	Small B
Amar, L.	03/17/21	Small B
Soper, M.	03/19/21	Small B
Morin, V.	03/24/21	Small A
Ammann, B	03/31/21	Small A

REPORT 5

EVENTS REQUIRING EMERGENCY RESPONSE FOR THE MONTH OF FEBRUARY 2021

OPERATIONS	-----TOTAL	10,607
INCIDENTS	-----	0
ACCIDENTS	-----	0
PERCENT OF OPERATIONS	-----	.00

Airport Incidents: NONE

Definitions:

INCIDENTS: An occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

SUBSTANTIAL DAMAGE means damage or failure which adversely affects the structural, strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or is damaged, bent fairings or cowling, dented skin, small punctured holes in the skin or fabric, ground damage to rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered "substantial damage".

SERIOUS INJURY means any injury which: (1) requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); (3) causes severe hemorrhages, nerve, muscle or tendon damage; (4) involves any internal organ; or (5) involves second or third degree burns; or any burns affecting more than 5% of the body surface.

INCIDENT: Any occurrence other than an accident associated with the operation of an aircraft, which affects or could affect the safety of operations.

NOTE: Per the FAA, Airport Operations totals will no longer be reported for the previous month. Due to automation, the totals will now be reported two months after they occur.

REPORT 6

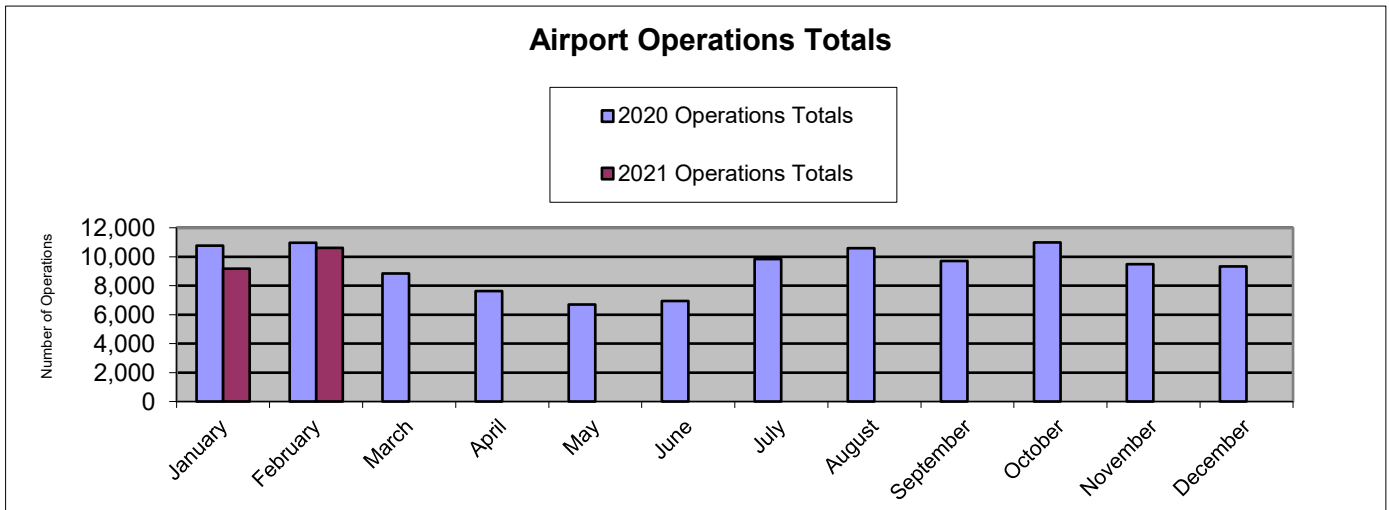
AIRFIELD OPERATIONS STATUS ZAMPERINI FIELD

OPERATIONS ACTIVITIES FOR THE MONTH OF **FEBRUARY 2021**

- Morning runway, taxiway, and hospital pad/lights checked for safety
- Foreign object debris checked on all runways and taxiways
- Storm water check done (for foreign object debris) for all drains, inlets, and outlets
- All runways, taxiways, and ramp areas vacuum swept
- Various hangars cleaned and prepared for rental
- All taxiway lights and signs sprayed for weeds
- All runways and taxiways swept
- Large items removed from trash bin area
- FOD removed from fence line

2020/2021 OPERATIONS TOTALS

Month	Year	Operations		Month	Year	Operations
January	2020	10,761		January	2021	9,167
February	2020	10,965		February	2021	10,607
March	2020	8,835		March	2021	
April	2020	7,636		April	2021	
May	2020	6,702		May	2021	
June	2020	6,938		June	2021	
July	2020	9,831		July	2021	
August	2020	9,831		August	2021	
September	2020	10,596		September	2021	
October	2020	10,987		October	2021	
November	2020	9,482		November	2021	
December	2020	9,331		December	2021	



2008 - 2020 Airport Operations Totals

■ Total Operations

