

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (310) 618-2780. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28CFR35.102-35.104 ADA Title II]

Direct questions or concerns to the Commission Liaison at (310) 784-7900 or individual department head prior to submission to the Commission. Parties will be notified if the complaint will be included on a subsequent agenda.

**TORRANCE AIRPORT COMMISSION AGENDA
SEPTEMBER 9, 2021
REGULAR MEETING
7:00 P.M. WEST ANNEX COMMISSION MEETING ROOM
AT 3031 TORRANCE BL**

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

8. CALL METING TO ORDER

ROLL CALL: Commission members De Rago _____, Gong _____, Cohen _____, Ross _____, Witherill _____, Zygielbaum _____, Chair O'Brien _____

2. FLAG SALUTE:

3. REPORT OF THE AIRPORT STAFF ON THE POSTING OF THE AGENDA

The agenda was posted on the Public Notice Board at 3031 Torrance Bl. And on the City's Website on Friday, September 3, 2021.

4. ANNOUNCEMENT OF WITHDRAWN, DEFERRED, AND/OR SUPPLEMENTAL ITEMS

5. ORAL COMMUNICATIONS (Limited to a 30 minute period)

This portion of the meeting is reserved for public comment on items on the agenda or on topics of interest to the general public. Under the Ralph M. Brown Act, Commissioners cannot act on items raised during public comment but may respond briefly to statements made or questions posed; request clarification; or refer the item to staff. Speakers under this Public Comment period will have no longer than 2 minutes per speaker. Please do not use Bluetooth or speaker devices, mute the volume on your television or other electronic devices and speak clearly. Your phone call to the Commission meeting will be recorded as part of the meeting. By staying on the line and making public comment during the meeting, you are agreeing to have your phone call recorded.

6. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed by a Commissioner from the Consent Calendar and considered separately.

6A. APPROVAL OF MINUTES AUGUST 12, 2021

7. ADMINISTRATIVE MATTERS

7A. Accept and File Presentation on FAA Tower Operations by the Torrance Federal Aviation Administration, Tower Manager.

7B. Continuation of the Ad Hoc Non-Aviation Hangar Rental Committee that the Airport Commission Recommend the Implementation of Non-Aviation Hangar Rentals at Torrance Municipal Airport – Zamperini Field.

7C. Torrance Municipal Airport – Zamperini Field, Present Social Media Options to the Airport Commission.

**7D. Monthly update of Aeronautical Operational Information Under the
Purview of the General Services Department**

8. ADJOURNMENT

- 8A.** Adjournment of the Airport Commission Meeting to Thursday, October 14, 2021, at 7:00 p.m. West Annex Commission Meeting Room.

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

1. CALL TO ORDER

The Torrance Airport Commission convened in a regular session on Thursday, August 12, 2021 at 7:00 p.m. in the West Annex meeting room, Torrance City Hall.

ROLL CALL

Present: Commissioners Cohen, De Rago, Gong, Zygielbaum, and Chairperson O'Brien.

Absent: Commissioners Ross and Witherill.

Also Present: Facility Operations Manager Pinela and Airport Manager Herrera.

MOTION: Commissioner De Rago moved to approve the excused absence of Commissioner Ross from the August 12, 2021 Airport Commission meeting. Commissioner Zygielbaum seconded the motion; a roll call vote reflected 5-0 approval (absent Commissioners Ross and Witherill).

2. FLAG SALUTE

Commissioner De Rago led the Pledge of Allegiance.

3. AFFIDAVIT OF AGENDA POSTING

Facility Operations Manager Pinela reported the agenda for this meeting was properly posted on the Public Notice Board and City Website on August 6, 2021.

4. ANNOUNCEMENT OF WITHDRAWN, DEFERRED, AND / OR SUPPLEMENTAL ITEMS

None.

5. ORAL COMMUNICATIONS

Jim Gates spoke and distributed excerpts from the Airport Noise Control and Land Use Compatibility Study, Final Report.

Commissioners Cohen, Zygielbaum, and Chairperson O'Brien spoke.

Following discussion and concurrence by the Commission, Chairperson O'Brien directed staff to invite the Tower Chief to present information regarding Tower operations at the next Commission meeting.

Facility Operations Manager Pinela reported that Operations staff and first responders participated in an FAA safety training on August 3, 2021.

He stated that the non-aviation hangar lease agreement is still being reviewed in the City Attorney's office.

6. **CONSENT CALENDAR**

6A. **APPROVAL OF MINUTES: JUNE 10, 2021 AND JULY 8, 2021**

MOTION: Commissioner De Rago moved to approve the June 10, 2021 and July 8, 2021 Airport Commission meeting minutes as presented. Commissioner Zygielbaum seconded the motion; a roll call vote reflected 5-0 approval (absent Commissioners Ross and Witherill).

7. **ADMINISTRATIVE MATTERS**

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

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

A brief discussion centered on transient aircraft.

Chairperson O'Brien suggested the Airport establish its own separate Facebook page, and Facility Operations Manager Pinela stated he would check with City Cable about the City's policy.

Jim Gates spoke.

8. **ADJOURNMENT**

MOTION: At 7:47 p.m., Commissioner De Rago moved to adjourn this meeting to September 9, 2021 at 7:00 p.m. in the West Annex meeting room. Commissioner Zygielbaum seconded the motion; a roll call vote reflected approval.

###

7A. Accept and File Presentation on FAA Tower Operations by the Torrance Federal Aviation Administration, Tower Manager.

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

Members of the Commission:

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

RECOMMENDATION

The Facilities Operations Manager and the Ad Hoc Non-Aviation Hangar Rental Committee recommends that the Airport Commission recommend implementation of Non-Aviation hangar Rentals at Torrance Municipal Airport – Zamperini Field.

FUNDING

Funding is not applicable.

BACKGROUND/ANALYSIS

At the Airport Commission meeting of May 13, 2021, the Commission requested staff add more amendments to the Non-Aviation Hangar Rental Agreement.

The Airport Commission voted 5-1 (Commissioner Witherill, absent) to return with the recommended amendments to the Non-Aviation Hangar Rental Agreement at the Airport.

The recommended amendments requested by the Airport Commission were reviewed by the City Attorney's office and Risk Management:

1. The following were proposed by the Airport Commission and added under "USE":
 - a. Include all vehicle license # and VIN supplied to Airport Administration. (Added under Section 2, Letter E)
 - b. Exclude Executive and Medium hangars from being rented as Non-Aviation. (Added under Section 2, Letter F)
 - c. Specify only Small hangars available for rent. (Added under Section 2, Letter F)
2. CPI Annual rent increase or decrease. (Added under Section 1, Letter G)
3. The subletting definition after review was considered sufficient.
4. The City Attorney's Office and Risk Management office are in the process of developing the Non-Aviation Hangar Rental Agreement and updates requested by the Airport Commission to following Section 7 Liability and Section 8 Insurance.
 - a. Requiring liability insurance for boats, or any other moving vehicles.

5. The following are Airport operational items which may be implemented in the future to encompass all airport "Users".
 - a. Driver's Training.
 - b. Gate card holder airport knowledge test.
 - c. Airport Information rules sheet.

Staff has included amendments in the revised Non-Aviation Hangar Rental Agreement (Attachment A). Therefore, if the Airport Commission concurs with the recommended amendments, 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 – Non-Aviation Hangar Rental Agreement with recommended amendments.
- B – Airport Commission Item of May 13, 2021.

**AIRPORT NON - AVIATION HANGAR
RENTAL AGREEMENT
TORRANCE MUNICIPAL AIRPORT – ZAMPERINI FIELD**

THIS AIRPORT NON – AVIATION HANGAR RENTAL AGREEMENT is made and entered into as of _____ between the **City of Torrance** (City), operator of the Torrance Municipal Airport, Zamperini Field and _____(User).

THE PARTIES AGREE AS FOLLOWS:

- A. CONTENTS OF AGREEMENT: This Agreement consists of this page, together with eight pages of attached Standard Terms and Conditions, which are incorporated into this Agreement by this reference.
- B. PREMISES: User is assigned Torrance Municipal Airport – Zamperini Field Hangar Number _____(the Hangar). The Hangar is ____square feet in size.
- C. TERM: The term of this Agreement is month-to-month, commencing _____.
- D. RENT: The rental rate on the execution date of this Agreement is \$ per square foot. User will pay monthly rent for the Hangar in the sum of \$. If this Agreement does not commence on the first day of a calendar month, User will pay prorated rent in the sum of \$ for the fraction of the month remaining. User will then pay the monthly rent commencing the first of the next month. For additional information on rent, see paragraph 1 of the Standard Terms and Conditions.
- E. PROOF OF INSURANCE: At the time this Agreement is signed, User must submit proof of insurance. For insurance requirements, see paragraph 8 of the Standard Terms and Conditions.

“City”
CITY OF TORRANCE,
a Municipal Corporation

“User”

By _____
Gerry Pinela
Facility Operations Manager

By: _____

User’s Address for Notice purposes

APPROVED AS TO FORM:

Patrick Q. Sullivan
City Attorney

Home: ()
Cell: ()

By /s/ Patrick Q. Sullivan
City Attorney’s Office

**STANDARD TERMS AND CONDITIONS
FOR
AIRPORT NON - AVIATION 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.

- G. This Non-Aviation Hangar Rental agreement is subject to an increase or decrease based on Consumer Price Index (CPI).

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. User 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, furniture, and spare parts.

- B. The Hangar may not be used for habitation.
- C. The Hangar may not be used for the storage of any fuel, or any substance that can cause a fire, including jet fuel.
- D. The Hangar may not be used for the operation of any business or storage of any business inventory, unless approved by the City Council and properly licensed by the City.
- E. Only vehicles owned and registered by User may be stored in the hangar. For identification purpose, User must supply all vehicle license numbers and vehicle identification numbers to automobiles, motorcycles, boats or any other vessel to be stored in the hangar at the signing of the agreement. If vehicle or vessel storage changes are made, the vehicle identification number must be provided to the airport administration immediately.
- F. This agreement excludes the rental of executive and medium hangars from being rented as Non-Aviation Hangars. This Agreement is only for the rental of Small A or Small B size hangars.

3. PREFERENCE FOR AVIATION USE.

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 30-day written notice. In order to give priority to aviation use, the last signed Non-Aviation Hangar Agreement will be the first to be terminated with a 30- day written notice to vacate. If additional aviation use is requested, the next most recently signed Non-Aviation Hangar Agreement will be terminated until all aviation hanger requests are filled. The Non-Aviation Hangar tenant must vacate the hangar by the end of the 30th day.

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, State and Federal laws, and all other governmental agencies that are applicable to the Hangar and/or the operations of User at the Airport.

5. ALTERATIONS.

User may not make or permit alterations or additions to the Hangar, nor construct or erect any improvements or perform repairs without first obtaining the written consent of the City. All approved alterations, additions, and/or repairs must be in accordance with applicable building codes or any other codes governing the alteration, addition, and/or repair.

6. MAINTENANCE OF HANGAR INTERIOR AND EXTERIOR.

User, at the sole cost and expense of User, must maintain the interior and exterior (if the need for exterior maintenance or repair was caused by User) 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 indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence.

The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of User, its officers, employees, agents, subcontractors or vendors. User's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. In the event of any dispute between User and CITY, as to whether liability arises from the sole negligence of City Affiliates, User will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. User will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

User agrees neither City nor its employees, officers, agents, board members, commissioners, or volunteers, shall be liable to User for any personal injury, death, loss or damage to personal property which may occur by or through the acts or omissions of persons visiting the Premises, the Airport, or the surrounding area; or to persons occupying space adjoining, adjacent to, or connecting with the Premises or any part of the Airport.

User is liable and responsible for any and all actions whatsoever of any guests and/or visitors that User allows and/or give permissions to go onto City property, including but not limited to any property damage, injury and/or death however caused.

8. INSURANCE.

User shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the User's possession, occupancy, operation or use of the premises by the User, its agents, representatives, employees, subcontractors, and guests. Coverage shall be at least broad as follows:

1. Hangar Liability Insurance (Hangar Keepers Liability): Premises liability on an "occurrence" basis, including property damage, and bodily injury, with limits of no less than \$1,000,000 per occurrence.

2. Property Insurance: User shall maintain not less than \$1,000,000 fire legal liability on all real property, including improvements and betterments

owned by the City, and shall name the City as a loss payee. User shall also provide fire insurance on all personal property contained within or on the leased premises. The policy must be written on an "all risks" basis, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and User shall name the City as an additional insured.

3. Automobile Liability: Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if User has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. If the User maintains broader coverage or higher limits than the minimums shown above, the City shall be entitled to the broader coverage or higher limits maintained by the User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4. Other Insurance Provisions

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

Additional Insured Status: The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use, occupancy, operations or maintenance of the leased premises, including work or operations performed by or on behalf of User. CGL coverage can be provided in the form of an endorsement to the Tenant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37).

Primary Coverage: For any claims related to this Agreement, the Users insurance shall be primary coverage as least as broad as Insurance Services Office Form CG 20 01 04 13 as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the User's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City.

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

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage: User shall furnish the City with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City before the lease commences. However, failure to obtain required documents prior to the lease beginning shall not waive the User's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

9. ASSIGNMENT AND SUBLETTING.

A. User may not assign or sublet this Agreement or any interest in it. User may not sublet or assign any part of the Hangar or any interior space. Any assignment, attempted assignment or sublease will be null and void, and will constitute a default under this Agreement.

B. A form of 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 Torrance Municipal Airport– Zamperini Field, the City of Torrance, State, and Federal 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 Hanger 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 for inspection periods, including but not limited to weekend inspections, specified by the Fire Department.

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 User of its intention to terminate this Agreement. User may terminate this Agreement by giving at least thirty days written notice to the City of their 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.

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, including but not limited to unlawful detainer proceedings, 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.

By signing below, User read, understands, and agrees to all of the terms and conditions of this Agreement.”

“User”

Print Name: _____

Signature: _____

Date: _____

Airport Commission Meeting of
May 13, 2021

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

Members of the Commission:

SUBJECT: Continuation of the 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 Facilities Operations Manager and 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 Airport Commission meeting of April 8, 2021, the Commission requested staff add amendments to the Non-Aviation Hangar Rental Agreement.

The Airport Commission voted 6-0 (Commissioner Nishinaga absent) to return with the recommended amendments to the Non-Aviation Hangar Rental Agreement at the Airport.

The recommended amendments include:

1. Add language to the draft Non-Aviation Hangar Rental Agreement specifying Users of Hangars are legally responsible for guests or visitors actions. (Section 7).
2. Add language to include State laws and Federal laws in the following sections:
 - a. Compliance with the Law and Agreement (Section 4).
 - b. Use of Airport (Section 10).
3. User may not sublet any part the Hangar or any interior space. (Section 9)
4. Rental Rate Increase of the Square foot rate 200% over the current rate to:
 - a. New Proposed Resident rate \$2.368
 - b. New Proposed Non-resident rate \$2.656
5. The City Attorney’s Office and Risk Management conducted a review of the Non-Aviation Hangar Rental Agreement and updated Section 7 Liability and Section 8 Insurance.

Staff has included amendments in the revised Non-Aviation Hangar Rental Agreement (Attachment A). If the Commission concurs with the requested amendments, 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 – Non-Aviation Hangar Rental Agreement with recommended amendments.
- B – Airport Commission Item of April 8, 2021.

**AIRPORT NON - AVIATION HANGAR
RENTAL AGREEMENT
TORRANCE MUNICIPAL AIRPORT – ZAMPERINI FIELD**

THIS AIRPORT NON – AVIATION HANGAR RENTAL AGREEMENT is made and entered into as of _____ between the **City of Torrance** (City), operator of the Torrance Municipal Airport, Zamperini Field and _____(User).

THE PARTIES AGREE AS FOLLOWS:

- A. CONTENTS OF AGREEMENT: This Agreement consists of this page, together with eight pages of attached Standard Terms and Conditions, which are incorporated into this Agreement by this reference.
- B. PREMISES: User is assigned Torrance Municipal Airport – Zamperini Field Hangar Number _____(the Hangar). The Hangar is ____square feet in size.
- C. TERM: The term of this Agreement is month-to-month, commencing _____.
- D. RENT: The rental rate on the execution date of this Agreement is \$ per square foot. User will pay monthly rent for the Hangar in the sum of \$. If this Agreement does not commence on the first day of a calendar month, User will pay prorated rent in the sum of \$ for the fraction of the month remaining. User will then pay the monthly rent commencing the first of the next month. For additional information on rent, see paragraph 1 of the Standard Terms and Conditions.
- E. PROOF OF INSURANCE: At the time this Agreement is signed, User must submit proof of insurance. For insurance requirements, see paragraph 7 of the Standard Terms and Conditions.

“City”
CITY OF TORRANCE,
a Municipal Corporation

“User”

By _____
Gerry Pinela
Facility Operations Manager

By: _____

User’s Address for Notice purposes

APPROVED AS TO FORM:

Patrick Q. Sullivan
City Attorney

Home: (310)
Cell: (310)

By /s/ Patrick Q. Sullivan
City Attorney’s Office

**STANDARD TERMS AND CONDITIONS
FOR
AIRPORT NON - AVIATION 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. The Hangar may not be used for habitation.
- C. The Hangar may not be used for the storage of any fuel, or any substance that can cause a fire, including jet fuel.

D. The Hangar may not be used 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.

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, State, Federal 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 or perform repairs 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 AND EXTERIOR.

User, at the sole cost and expense of User, must maintain the interior and exterior (if the need for exterior maintenance or repair was caused by User) 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 indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence.

The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of User, its officers, employees, agents, subcontractors or vendors. User's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. In the event of any dispute between User and CITY, as to whether

liability arises from the sole negligence of City Affiliates, User will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. User will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

User agrees neither Landlord nor its employees, officers, agents, board members, commissioners, or volunteers (collectively "Landlord"), shall be liable to User for any personal injury, death, loss or damage to personal property which may occur by or through the acts or omissions of persons visiting the Premises, the Airport, or the surrounding area; or to persons occupying space adjoining, adjacent to, or connecting with the Premises or any part of the Airport.

User is liable and responsible for any and all actions whatsoever of any guests and/or visitors that User allows and/or give permissions to go onto City property, including but not limited to any property damage, injury and/or death however caused.

8. INSURANCE.

User shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the User's possession, occupancy, operation or use of the premises by the User, its agents, representatives, employees, subcontractors, and guests. Coverage shall be at least broad as follows:

1. Hangar Liability Insurance (Hangar Keepers Liability): Premises liability on an "occurrence" basis, including property damage, and bodily injury, with limits of no less than \$1,000,000 per occurrence.

2. Property Insurance: User shall maintain not less than \$1,000,000 fire legal liability on all real property, including improvements and betterments owned by the City, and shall name the City as a loss payee. User shall also provide fire insurance on all personal property contained within or on the leased premises. The policy must be written on an "all risks" basis, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and User shall name the City as an additional insured.

3. Automobile Liability: Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if User has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. If the User maintains broader coverage or higher limits than the minimums shown above, the City shall be entitled to the broader coverage or higher limits maintained by the User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4. Other Insurance Provisions

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

Additional Insured Status: The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use, occupancy, operations or maintenance of the leased premises, including work or operations performed by or on behalf of User. CGL coverage can be provided in the form of an endorsement to the Tenant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37).

Primary Coverage: For any claims related to this Agreement, the Users insurance shall be primary coverage as least as broad as Insurance Services Office Form CG 20 01 04 13 as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the User's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City.

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

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage: User shall furnish the City with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City before the lease commences. However, failure to obtain required documents prior to the lease beginning shall not waive the User's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

9. ASSIGNMENT AND SUBLETTING.

A. User may not assign or sublet this Agreement or any interest in it. User may not sublet or assign any part of the Hangar or any interior space. 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 Torrance Municipal Airport– Zamperini Field, the City of Torrance, State, and Federal 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 Hanger 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 for inspection periods, including but not limited to weekend inspections, specified by the Fire Department.

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 User of its intention to terminate this Agreement. User may terminate this Agreement by giving at least thirty days written notice to the City of their 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.

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, including but not limited to unlawful detainer proceedings, 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.

By signing below, User read, understands, and agrees to all of the terms and conditions of this Agreement.”

“User”

Print Name: _____

Signature: _____

Date: _____

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Airport Commission Meeting of
April 8, 2021

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

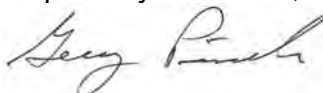
At the Ad Hoc Non-Aviation Hangar Rental Committee meeting of March 25, 2021, the Committee was presented with an item from staff outlining the implementation and methodology for non-aviation hangar rentals. The Committee was also presented with a draft Non-Aviation Hangar Rental Agreement.

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

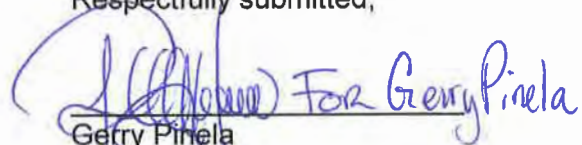
The Ad-Hoc Non-Aviation Hangar Committee also directed staff to investigate the possibility of charging up to 4x the current hangar amount for non-aviation hangar use. To be in line with what other Airports are currently charging, staff feels that the proposed rate of \$1.184 - \$1.328 per sq. ft. is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

Members of the Commission:

SUBJECT: Torrance Municipal Airport – Zamperini Field, Present Social Media Options to the Airport Commission.

RECOMMENDATION

The Facilities Operations Manager recommends that events and information regarding the Torrance Airport be posted on the existing City or Torrance's official Instagram and Facebook accounts.

FUNDING

Funding is not applicable.

BACKGROUND/ANALYSIS

At the Airport Commission meeting of August 12, 2021, the Commission requested staff explore the possibility of creating a social media account for the Torrance Municipal Airport.

Some benefits for Torrance Municipal Airport use of social media include the following:

- Torrance Airport exposure via social media.
- Direct viewers to main City of Torrance webpage for airport information.
- Announcement of public events at the Torrance Municipal Airport.

Some challenges for Torrance Municipal Airport use of social media include the following:

- Social media must be engaged promptly and monitored continuously.
- Operationally, the airport does not have enough resources to maintain timely communication and interaction with social media users, including monitoring comments, inquiries, or posts on social media accounts 24 hours a day / 7 days a week.
- Commissioners cannot launch, maintain, or comment on social media as it may lead to a Brown Act violation.
- Social media cannot be edited.
- Profanity or hate speech cannot be stopped.
- Negative or positive publicity cannot be stopped.
- Costs in social media archiving.
- If the social media site is not frequently updated, the audience is lost.

In order to establish social media accounts, the City Manager or Cable and Community Relations Manager must review the department requests to use social media sites. Thus, Airport staff has explored the creation of social media for the airport by consulting with the City Cable and Community Relations Division. Airport staff were advised that similar requests from other departments to use social media at the City of Torrance have not been successful due to the lack of social media traffic. Consequently, this has led to social media accounts being closed or combined to reduce costs of social archiving and resources necessary to maintain the social media accounts. Currently, the City of Torrance has a Citywide Web Team that educates departments on how to best use various social media outlets to achieve their goals. The recommendation made to the Torrance Airport is to have active associations point to the City of Torrance Website for information regarding the airport.

It is encouraged in the City of Torrance Social Media policy to: "Wherever possible, links to more information should direct users back to the City's official website for more information, forms, documents or online services necessary to conduct business with the City of Torrance."

Using the main media outlets for the City of Torrance allows the Cable and Community Relations team to monitor and respond to the City's social media on an around the clock basis. The Torrance Municipal Airport does not have the resources to monitor and respond promptly to social media, such as responding to comments, inquiries, or posts.

The City of Torrance events, including public airport events such as Armed Forces Day or Memorial Day flyovers, are shared via the main City of Torrance social media outlets that are managed by the Cable and Community Relations Division. Similarly, in the future, the Torrance Airport may request to share public airport events using the main City of Torrance social media outlets.

Staff recommends using the already existing City of Torrance's official Instagram and Facebook social media outlets. These outlets can be used for events taking place at the Torrance Airport and also direct users to the City of Torrance website for airport information. In addition, the website link can be shared with aviation related associations to direct the community to the Torrance Municipal Airport, City webpage:
<https://www.torranceca.gov/our-city/general-services/airpor>

Respectfully Submitted,



Gerry Pinela
Facilities Operations Manager

Attachments:

A – City of Torrance, Social Media Policy

GENERAL USE

PURPOSE

To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, city departments may consider participating in social media formats to reach a broader audience. The City of Torrance encourages the use of Social Media to further the goals of the City and the missions of its departments where appropriate.

The City Council and the City Manager have an overriding interest and expectation in deciding who may "speak" and what is "spoken" on behalf of City of Torrance on social media sites.

This policy establishes guidelines for the use of social media.

The City Manager or his designee shall approve what Social Media outlets may be suitable for use by the City and its departments. The Citywide Web Team shall serve to educate departments on how to best use various Social Media outlets to achieve their goals.

POLICY

- A. All official City of Torrance presences on social media sites or services are considered an extension of the City's information networks.
- B. The City Manager will review department requests to use social media sites and may delegate this review function to the Cable and Community Relations Manager.
- C. The Citywide Web Team will advocate using Social Media to help departments reach their stated goals by assisting departments in developing appropriate uses for social media, assisting the selecting of appropriate social media outlets and helping departments define a strategy for engagement using Social Media.
- D. Departments that use social media are responsible for complying with applicable federal, state, and city laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information security policies established by the City of Torrance.

- E. Wherever possible, links to more information should direct users back to the City's official website for more information, forms, documents or online services necessary to conduct business with the City of Torrance.
- F. Employees representing the City government via Social Media outlets must conduct themselves at all times as representatives of the City of Torrance. Employees that fail to conduct themselves in an appropriate manner shall be subject to the Disciplinary Procedures outlined in the City of Torrance Employee Handbook and Internet Policies upon adoption.
- G. The Communication and Information Technology Department and the City Manager's Office must be provided administrative access to media sites created on behalf of the City. Employees who create these sites do not retain ownership of the materials or sites. Sites may only be created with the City Manager's authorization.
- H. The Office of Cable and Community Relations will monitor content on each Department social media sites to ensure adherence to the Social Media Policy for appropriate use, message and branding consistent with the goals of City of Torrance.
- I. Violation of these standards may result in the removal of department pages from social media outlets by the City Manager.

###

ELECTED OFFICIALS

BLOG POLICY

The City of Torrance makes space available on its internet site for each council member to blog.

PURPOSE

The purpose of a city council blog is to allow each council member to make announcements that the council member believes are of general interest to the public.

Scope and Content of Announcements

Announcements should be objective and descriptive. The tone of the announcement should be polite and professional. Announcements should concern upcoming events, or constituent services (such as opportunities to meet a council member at public events, office hours, etc.). Announcements must comply with all local, State and Federal rules, regulations and policies.

Prohibited Uses

1. No discussion of a council member's views or opinions;
2. No responses to press or residents;
3. No comments or feedback to any posting;
4. No copyrighted, trade secret or materials otherwise subject to a third party's proprietary interest may be posted, including privacy and publicity rights;
5. No matters within the city council's jurisdiction other than announcements of upcoming public meetings or agenda items;
6. No political campaigning or fundraising;
7. No disclosure of confidential or otherwise privileged information;
8. No posting of information regarding a council member's personal business.

Termination of blog and URL

The city council blog and URL remain the property of the City of Torrance. Upon leaving elected office, the blog and URL will be terminated. The records will be retained consistent with the City's overall records retention policy.

###

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 **AUGUST 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	63

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: \$0.619/sq. ft. per month for Torrance Residents.
\$0.694/sq. ft. per month for Non-Residents.

Current rates for Tiedowns are: Single Engine \$123.00
Twin Engine \$136.00

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

REPORT 2

ONGOING PROJECTS SEPTEMBER 2021

1. Fire Extinguishers for City owned Hangars – The specifications of the project have been completed, and a request for proposal has been advertised, received, and the project has been awarded. We are currently working with vendor who has ordered all material and supplies. We have experience a delay with the transportation of supplies to initiate this project this month, so we anticipate a delay a completion period of next month. 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
Automated Weather Observing System (AWOS)	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	Rietdyk, G.	11/26/14	MED/EXEC
14	Deal, J.	03/12/15	MED/EXEC
15	Deal, B.	03/12/15	MED/EXEC
16	Myers, L.	03/12/15	MED/EXEC
17	Reisman, G.	08/20/15	MEDIUM
18	Garcia, D.	08/20/15	MED/EXEC
19	Hadley, L.	08/31/15	MED/EXEC
20	Schladen, M.	02/18/16	MED/EXEC
21	Robinson, A.	03/22/16	MEDIUM
22	Broen, P.	05/06/16	MED/EXEC
23	Macey, B.	08/02/16	MED/EXEC
24	Van De Velde, D.	09/26/16	MEDIUM
25	Woodside, D.	12/29/16	MED/EXEC
26	Ristevski, B.	01/09/17	MED/EXEC
27	Mabry, M.	01/24/17	MED/EXEC
28	Geiger, G.	02/06/17	EXEC
29	Adli, B.	02/22/17	EXEC
30	Constable, W.	03/23/17	EXEC
31	Stewart, D.	04/07/17	EXEC
32	Regan, K.	05/24/17	MEDIUM
33	Gerts, I.	06/27/17	MEDIUM
34	Armstrong, S.	11/14/17	MED/EXEC
35	Levine, M.	01/26/18	MED/EXEC
36	Bryson, Z.	03/22/18	EXEC
37	Badour, S.	09/24/18	MED/EXEC
38	Wachner, J.	10/02/18	MED/EXEC
39	Vartanian, J.	10/15/18	MED/EXEC
40	McNerney, R.	11/05/18	MED/EXEC
41	McKay, R.	03/28/19	MEDIUM
42	Burshtan, D.	06/24/19	MEDIUM
43	Ribitsch, R.	10/04/19	MEDIUM
44	Jenkins, R.	12/03/19	MEDIUM
45	Colton, J	06/03/20	MEDIUM
46	Ristevki, B.	10/02/20	MED/EXEC
47	Elminoufi, G.	01/08/21	MED/EXEC
48	McGivern, J.	05/14/21	MED/EXEC
49	Zimmer, C.	05/26/21	EXEC
50	Hong, D.	06/17/21	MED/EXEC

51	Iverson, T.	07/19/21	SMALL TYPE A OR B
52	Hendricks, W.	08/09/21	SMALL TYPE A OR B
53	Thames, R.	08/09/21	SMALL TYPE A OR B, MED
54	Jones, C.	08/12/21	SMALL TYPE B
55	Pierson, R.	08/19/21	SMALL TYPE B
56	Grichus, E.	08/24/21	SMALL TYPE A OR B
57	Ratichek, J.	08/31/21	SMALL TYPE A OR B

Summary of Changes to Hangar Waiting List

Applicants From Waiting List Who Received Hangars

Bentley, D.	07/14/14	Medium
Au, J.	08/02/21	Small Type A or B

New Waiting List Applicants Added

Hendricks, W.	08/09/21	Small Type A or B
Thames, R.	08/09/21	Small Type A or B, Med
Jones, C.	08/12/21	Small Type B
Pierson, R.	08/19/21	Small Type B
Grichus, E.	08/24/21	Small Type A or B
Ratichek, J.	08/31/21	Small Type A or B

Request For Refund/Removal From Hangar Waiting List

*Hangars Received Through Advertisement (not from Waiting List)

REPORT 5

EVENTS REQUIRING EMERGENCY RESPONSE

FOR THE MONTH OF JULY 2021

OPERATIONS	-----TOTAL	12,539
INCIDENTS	-----	4
ACCIDENTS	-----	0
PERCENT OF OPERATIONS	-----	.03

Airport Incidents:

7/1/2021- 07:59- Sling aircraft came in for landing on Runway 29R and lost directional control. Mobile 102 towed back to tie down without further incident. TFD was not required.

7/1/2021- 09:50- Tower radioed Mobile 102 responded to a Bellanca aircraft which the landing gear light switched on to Runway 29R. Aircraft landed safely on 29R without incident. TFD was not required.

7/3/2021-12:50- Glassair aircraft detected a flat tire at run-up. Mobile 102 towed with the assistance of Solano Aircraft Maintenance towed Glasair back to owners tie down spot without further incident. TFD was not required.

7/12/2021- 15:00 – Cessna C-206 aircraft's engine quit on rollout from 11L and rolled to Hotel. Mobile 102 towed back to transient parking without further incidents. TFD was not required.

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

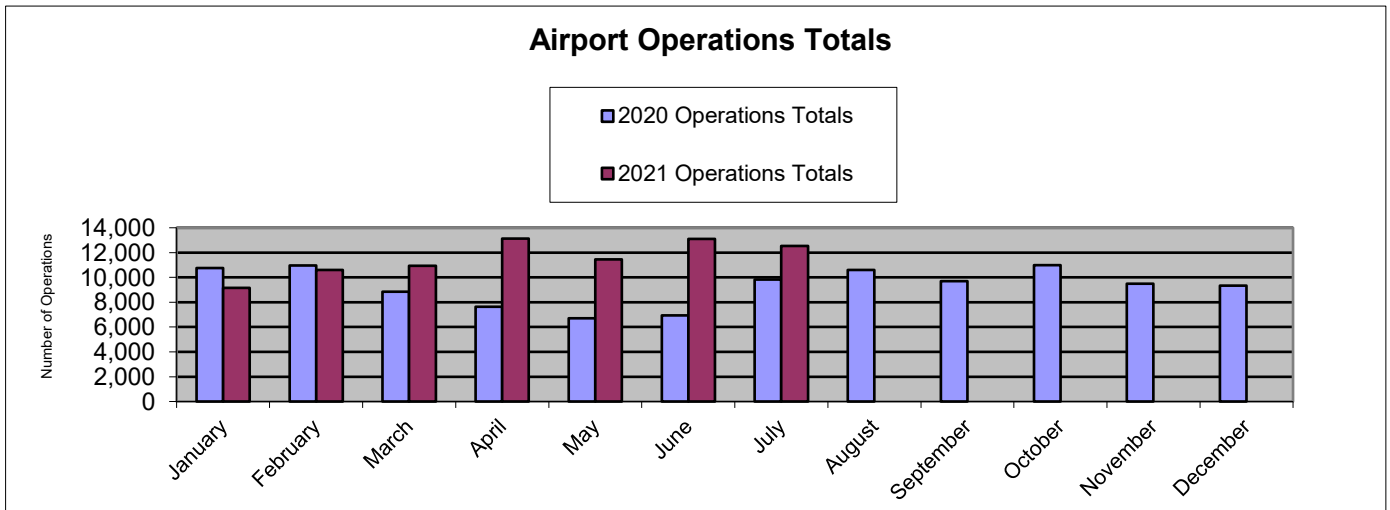
AIRFIELD OPERATIONS STATUS ZAMPERINI FIELD

OPERATIONS ACTIVITIES FOR THE MONTH OF JULY 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

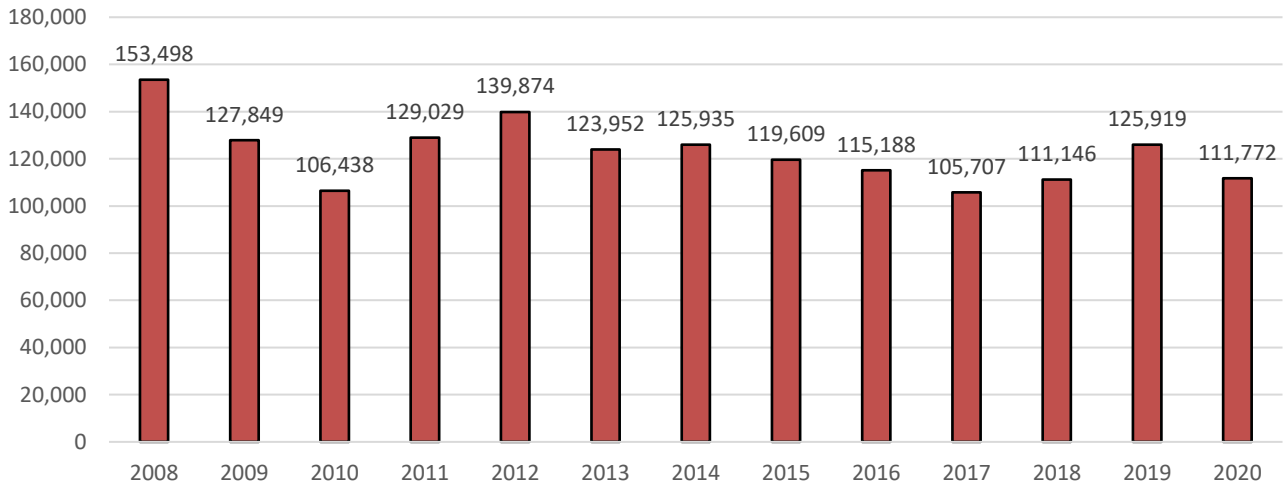
2020/2021 OPERATIONS TOTALS

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	10,944
April	2020	7,636		April	2021	13,137
May	2020	6,702		May	2021	11,446
June	2020	6,938		June	2021	13,098
July	2020	9,831		July	2021	12,539
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



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