

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the City Council:**

**SUBJECT: City Manager – Approve use of East T ½ Hangar for meetings and training.  
Expenditure: \$35,000.**

**RECOMMENDATION**

Recommendation of the City Manager that the City Council:

- 1) Approve the use of a half size hangar 2735-A, located in the City-owned East T-Hangar area, for use by the Civil Air Patrol for meetings and training of their squadron; and
- 2) Appropriate \$35,000 from the Airport Fund for improvements to the unit.

**Funding**

Funding is required from the Airport Fund in the amount of \$35,000.

**BACKGROUND/ANALYSIS**

The Civil Air Patrol (CAP) is an auxiliary of the United States Air Force and has been a long standing tenant at the airport. The CAP provides service to the Torrance Community through air search and rescue for lost aircraft and persons, as well as being available to Civil Defense in case of emergency or disaster. There continues to be a need for their service and presence at Zamperini Field.

The CAP entered into a month-to-month Lease in September of 1972. The Lease gave them a facility for office purposes including the conducting of training, air search and rescue activities, meetings and the storage of four aircraft on premises. The current CAP Leasehold is located on the next phase of the Torrance Flite Park (TFP) development. In order to deliver the parcel free and clear of structures by August 31, 2008, the month-to-month tenancy must be terminated and the structure demolished. The CAP wishes to continue their service to Torrance and to do so, another facility needs to be made available.

There is an area located in the East T Hangar development that is not large enough to store an aircraft. The location size is approximately 1469 square feet. The facility was utilized at one time for the Tomahawk project. The facility can be utilized by the CAP with some improvements. The improvements for the site would include:

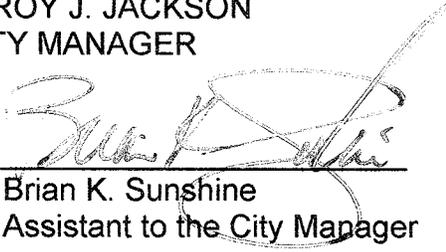
- Add 2 windows
- Add safety railing
- Replace entrance door
- Add mechanical ventilation
- Modify conduit to meet code
- Modify fluorescent lights (not high ceiling)
- Add ceiling insulation
- Miscellaneous demolition

These additions would make the facility usable by the CAP. The site does not include tie downs, a new Lease will come forward with the CAP that would address this site as well as include 2 tie downs. The Lease is for \$45.00 per month with a credit equal to one-third the Lease amount for each Civil Air Patrol corporate aircraft based at Zamperini Field. The CAP currently has one aircraft based in Torrance so their rent is \$32.38 per month, the Lease that is coming forward would propose the same terms as a means to keep the relationship with the CAP and allow for their operations to continue at Zamperini Field.

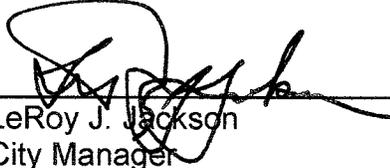
Upon approval, the project will go to bid and the improvements will be made. Staff will be working with the CAP to allow for facility use if the improvements are not concluded prior to Lease termination. The termination date is set for July 31, 2008.

Respectfully submitted,

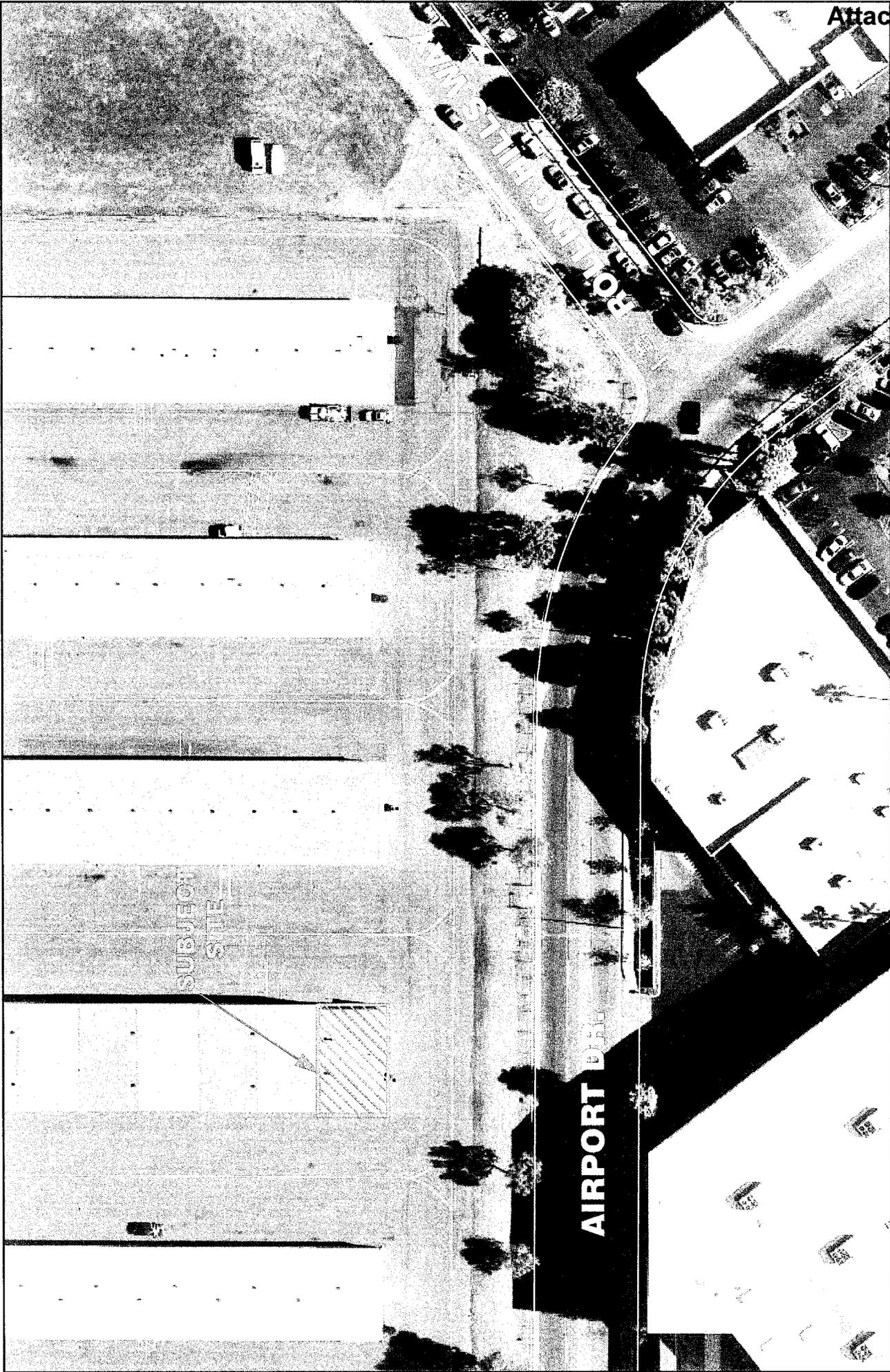
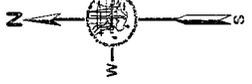
LeROY J. JACKSON  
CITY MANAGER

By   
Brian K. Sunshine  
Assistant to the City Manager

CONCUR:

  
LeRoy J. Jackson  
City Manager

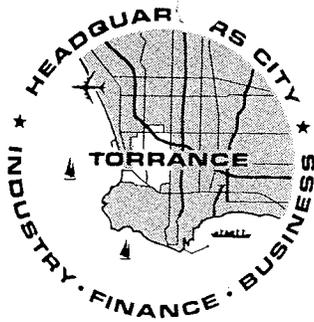
- Attachment:
- A. Site map
  - B. Lease C-1421



Lines and photos are approximate, not to be used for establishing absolute or relative positions  
**INTERSECTION OF AIRPORT DR. AND ROLLING HILLS WAY.**



Jeffery W. Gibson  
Community Development Department



**CITY OF TORRANCE**  
**TORRANCE MUNICIPAL AIRPORT**  
 (ZAMPERINI FIELD)

3115 AIRPORT DRIVE • TORRANCE, CALIFORNIA  
 TELEPHONE (213) 325-0191 90505

LETTER AGREEMENT

This Letter Agreement dated December 4, 1974, when properly executed, contains the whole modified conditions to that certain lease dated September 1, 1972 between the City of Torrance and California Wing Civil Air Patrol, Squadron #129.

The purpose of this Letter Agreement shall be to modify Paragraph 4, "USE" of said lease with respect to the number of stored aircraft permitted for the period of this Letter Agreement only.

The modification accomplished by this Letter Agreement shall permit the storage of five (5) aircraft for the period specified below in place of the maximum four (4) permitted by the lease.

The term of this Letter Agreement shall be for a period of 120 days beginning on the date of execution hereinbelow.

All other terms and conditions of said lease referred to hereinabove shall remain in full force and effect and said lease shall continue in full force and effect after expiration of this Letter Agreement.

*Earnest L. Oberheim*  
 CIVIL AIR PATROL, California Wing,  
 Squadron #129

*Arthur T. Horkay*  
 FOR ARTHUR T. HORKAY, Director of  
 Transportation, City of Torrance

19 Dec 74  
 DATE

December 19, 1974  
 DATE

Effective Date: 1-6-75

Expiration Date: 5-5-75

CITY OF TORRANCE

74 DEC 20 PM 3:31

RECEIVED  
 CITY CLERK

**COPY**

AIRPORT LEASE

C-1421

THIS LEASE, made and entered into this 1st day of September 1972, in the City of Torrance, by and between the CITY OF TORRANCE, a municipal corporation, hereinafter referred to as "City," and CALIFORNIA WING CIVIL AIR PATROL, Squadron 129, hereinafter called "Lessee."

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the City does hereby lease to Lessee certain real property, together with the building thereon, located on the Torrance Municipal Airport in the City of Torrance as shown on Exhibit A, bearing Identification No. 374, attached hereto and made a part hereof, which real property is hereinafter referred to as "said leased premises."

2. TERM

The term of this lease shall be month to month, commencing September 1, 1972. This lease may be cancelled by either party on the giving of thirty (30) days' written notice of intent to cancel, said notice to be given in accordance with the provisions of Paragraph 9 herein.

3. RENT

Lessee acknowledges that the rental value of the premises is One Hundred Eighteen Dollars and Fifty-Seven Cents (\$118.57) per month. Lessee presently occupies rent free City Hangar T-13 and adjacent tie-down which City and Lessee mutually agree have a rental value of Forty-five Dollars (\$45.00) and Twenty-five Dollars (\$25.00) per month respectively. Lessee agrees to vacate said T-hangar and tiedown to the City and the City agrees to give Lessee a credit of the sum of Forty-five Dollars (\$45.00) and Twenty-five Dollars (\$25.00) a total of Seventy Dollars (\$70.00) per month against the rent of One Hundred Eighteen Dollars and Fifty-seven Cents (\$118.57) per month for said leased premises.

**Original**  
**COPY**

Lessee, therefore agrees to pay to City as rent a sum not to exceed Forty-eight Dollars and Fifty-seven Cents (\$48.57) per month on or before the first day of each month and beginning with the first month following the execution of this lease, provided that the first and last months' rent shall be paid in advance and further provided that for each Civil Air Patrol corporate aircraft acquired by Lessee and based on said leased premises, the said monthly rent shall be reduced by one third. In the event Lessee acquires and bases three (3) or more corporate aircraft on said leased premises, no further credits or rental reduction shall be allowed.

4. USE.

Said leased premises shall be used only by Lessee for office purposes, conducting training programs, air search and rescue activities, meetings, storing of four (4) aircraft and parking of vehicles incidental thereto.

5. INDEMNIFICATION AND HOLD HARMLESS.

Lessee, by the acceptance of this lease hereby granted, covenants and agrees to keep and save free and harmless the City of Torrance, the City Council and each member thereof, its officers, agents and/or employees, from all liability or loss and against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage or injury to person or property from any cause arising out of or as a result of any operation of or performance of any function of Lessee in any way connected with or part of the conduct of Lessee's business on the Torrance Municipal Airport, including any liability for injury to the person or property of the City of Torrance, its officers, agents and/or employees on said leased premises only, and only if arising out of negligent conduct of Lessee.

6. INSURANCE.

Lessee agrees that at all times during the term of this Lease they will maintain in force insurance policies which will insure

and indemnify them and the City, the City Council and each member thereof, and every officer and employee of the City against liability or financial loss resulting from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the City in the amount of \$1,000,000.00 combined single limit for any injury to persons and/or damage to property in or about said leased premises by reason of the use and occupation by them or by any other person or persons of said premises.

The City, the City Council and each member thereof, and every officer and employee of the City shall be named as additional insured on said insurance policy.

7. MAINTENANCE

The City delivers the premises, including the improvements thereon, to Lessee in an "as is" condition. Lessee will maintain the premises, including the improvements thereon, to the satisfaction of the Airport Manager, at their sole expense.

8. COMPLIANCE CITY LAW

Lessee agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance, the Torrance Municipal Airport, this lease, and any other governmental agency, which are applicable to said premises or the operation of them on said premises; and any deviation from these or any of the above listed conditions shall be cause for immediate cancellation.

9. NOTICE

Any notices hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503, AND the Airport Manager, 3115 Airport Drive, Torrance, California 90505, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Civil Air Patrol, Squadron 129, 25315 Aero Way, Torrance, California 90505, AND California Wing CAP, P. O. Box 6190, Burbank, California 91505, or such other addresses as may be designated by the City or Lessee in writing from time to time.

10. This Lease shall not bind California Wing CAP until approved in writing by the Commander of California Wing, Civil Air Patrol.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease the day and year first above written.

CITY OF TORRANCE  
A municipal corporation

By *Ken Miller*  
Mayor

ATTEST:

*Vernon W. Wolf*  
City Clerk

CIVIL AIR PATROL  
Headquarters California Wing

By *Donald Dixon*  
Donald Dixon, Col.  
Wing Commander

CIVIL AIR PATROL  
Squadron 129

By *Earnest Oberheim*  
Earnest Oberheim, Lt.  
Squadron Commander

APPROVED AS TO FORM:

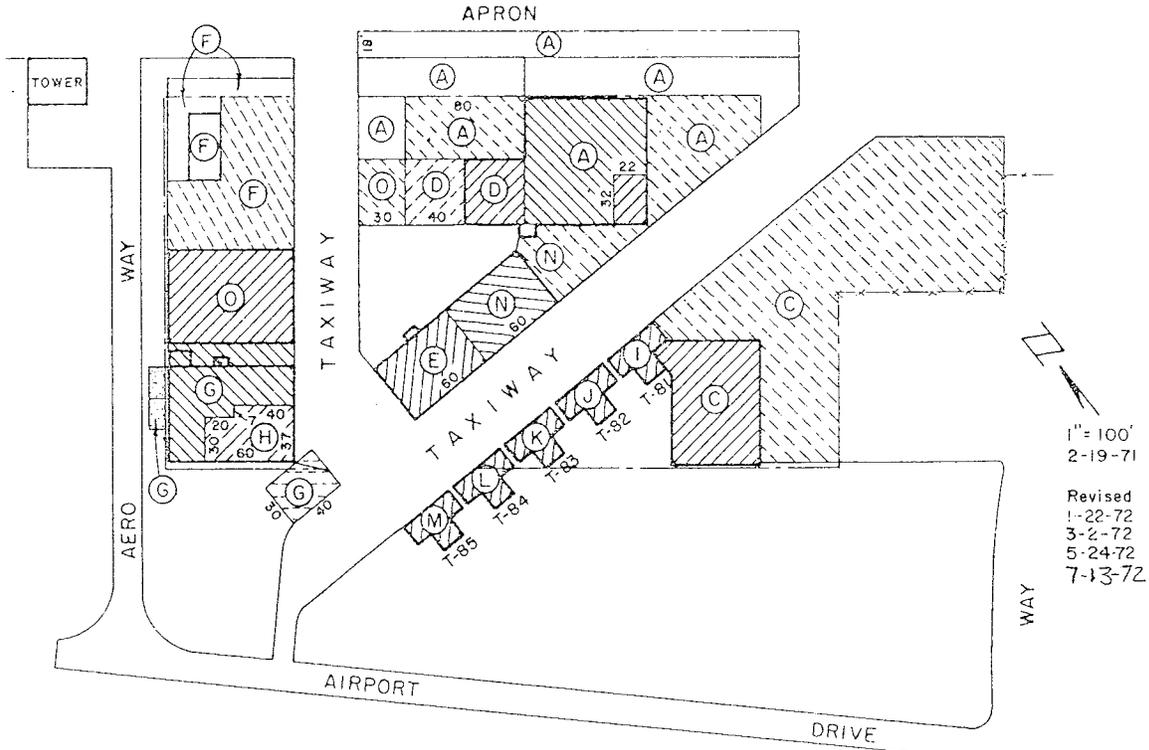
STANLEY E. REMELMEYER  
City Attorney

By *Stanley E. Remelmeier*

APPROVED AS TO FORM:

CALIFORNIA WING CIVIL AIR PATROL

By *Albert I. Kaufman*  
Albert I. Kaufman, Lt. Col.  
Legal Officer



LEGEND

-  HANGAR SITE
-  TIEDOWN AREA
-  AUTO PARK
-  BUILDING
-  LEASE LINE, A-32

LESSEES

<u>NAME</u>	<u>BUSINESS</u>	<u>ADDRESS</u>
(A) FRANK LEICHLER	L-P FLYING ENTERPRISES, INC.	25315 BELLANCA WAY
(B)		
(C) CHARLES N. SMITH	SOUTHWEST SKYWAYS	25321 BELLANCA WAY
(D) CURTISS E. OWEN	—	3233 AIRPORT DR.
(E) JOHN M. DAVIDSON	AIRCRAFT UPHOLSTERY AND TRIM	3241 AIRPORT DR.
(F) CIVIL AIR PATROL	—	25320 AERO WAY
(G) SIMON DEVOS	AERO PROPELLOR	3247 AIRPORT DR.
(H) GARTH R. MOORE GREGORY WANZIE	—	3245 AIRPORT DR.
(I) CHARLES N. SMITH	T-81(Part of (C) above)	3239 AIRPORT DR. HANGAR "E"
(J) WAYNE AUSTIN	T-82	3239 AIRPORT DR. HANGAR "D"
(K) RUSSELL LAROSE	T-83	3239 AIRPORT DR. HANGAR "C"
(L) MARY PINKNEY AND MARY R. WENHOLZ	T-84	3239 AIRPORT DR. HANGAR "B"
(M) PAT SCHIFFMANN	T-85	3239 AIRPORT DR. HANGAR "A"
(N) J. A. COOK	COOK AIRCRAFT CORP.	25317 BELLANCA WAY
(O) JOHN T. DIETZ	PACIFIC SKYWAYS	3243 AIRPORT DR.

PACIFIC COAST  
HIGHWAY

IDENTIFICATION NO 374  
 LESSOR CITY OF TORRANCE  
 SITE AIRPORT LEASE A-32  
 FILED WITH CITY CLERK  
 DATE APRIL 1, 1971  
 \_\_\_\_\_  
 CITY MANAGER

EXHIBIT "A"

RESOLUTION NO. 72-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE AUTHORIZING THE EXECUTION OF THAT CERTAIN AIRPORT LEASE BETWEEN THE CITY OF TORRANCE AND CIVIL AIR PATROL, SQUADRON 129, AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE SAID AIRPORT LEASE.

WHEREAS, the Civil Air Patrol Squadron 129, an auxiliary of the United States Air Force and a service association of long standing that performs emergency air search and rescue service for lost aircraft and persons and is available to Civil Defense in case of emergency or disaster; and

WHEREAS, the Civil Air Patrol performs security, crowd control and information service during the annual Torrance Airport Days and assists and participates in the Torrance Armed Forces Day Parade annually; and

WHEREAS, the Civil Air Patrol provides a youth training program and performs other community services; and

WHEREAS, the Civil Air Patrol has a real need for office and aircraft space to conduct its search and rescue missions, training programs, hold meetings and store its equipment and aircraft; and

WHEREAS, it is mutually advantageous for the City and the Civil Air Patrol to make an arrangement whereby in exchange for certain services the Civil Air Patrol may occupy certain city-owned facilities; and

WHEREAS, it is in the public interest that such lease be executed; and

WHEREAS, said property is not required for other city purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TORRANCE that the Mayor and City Clerk are hereby authorized and directed to execute and attest that certain Airport Lease, dated \_\_\_\_\_, 1972, by and between the City of Torrance and



HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL  
Torrance, California

VIA: Airport Commission

Gentlemen:

Re: Civil Air Patrol Airport Lease

At the Airport Negotiating Team meeting of December 9, 1971, it was recommended that the City enter into a Lease with the Civil Air Patrol for the use of certain premises on the Torrance Municipal Airport formerly occupied by Marks Aviation.

The Civil Air Patrol has been given temporary use of the building for the purpose of holding meetings pending approval of a lease. A draft of a lease was submitted to the Civil Air Patrol on December 21, 1971 for their review and approval.

There were some problems encountered with this initial draft in that the Counsel for the California Wing of the Civil Air Patrol could not approve some of the wording and intent of the original lease. We have subsequently resolved the difficulties after meetings and discussions between the Civil Air Patrol and the City Attorney. The lease submitted herewith provides for the payment of \$48.57 per month with the proviso that with each owned corporate (Civil Air Patrol) aircraft which is based on the premises, the rent will be reduced by one third. The lease is month-to-month, cancellable on 30 days notice. The Civil Air Patrol agrees to provide insurance in the amount of \$1,000,000 combined single limit and naming the City as "additional insured." Civil Air Patrol will also return the one T-hangar and one tiedown they presently occupy to the City as a credit against the \$118.57 per month rental value of the premises as provided in Paragraph 3 RENT of the lease.

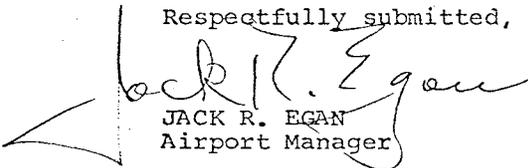
The Airport Department acknowledges the past services provided by Squadron 129 and the Cadet Squadrons of Civil Air Patrol Group 17 to the Airport and the City during Airport Days, Powder Puff Derby, the Armed Forces Day Parade and other events. The sheer tenacity of Civil Air Patrol Search and Rescue Squadron 129 to remain alive for

the past 5 years while operating out of a suitcase is to be admired and commended. The value of such a search and rescue squadron operating from the Torrance Municipal Airport is substantial to the South Bay community, not only in terms of search and rescue but for their emergency transportation and communications potential in the event of a major civil disaster in this area. The Airport Department believes that the Civil Air Patrol and Squadron 129's efforts and value to the community of the greater South Bay area are such that the City of Torrance should encourage and assist their efforts by joining with Squadron 129 and the cadet squadrons and provide them a home on the Torrance Municipal Airport they can call their own.

AIRPORT MANAGER'S RECOMMENDATION:

That the Civil Air Patrol airport lease be approved and the accompanying resolution be adopted, subject to the City Attorney's approval as to form.

Respectfully submitted,

  
JACK R. EGAN  
Airport Manager

JRE:WJC:kb  
Attach.

AIRPORT COMMISSION'S RECOMMENDATION:

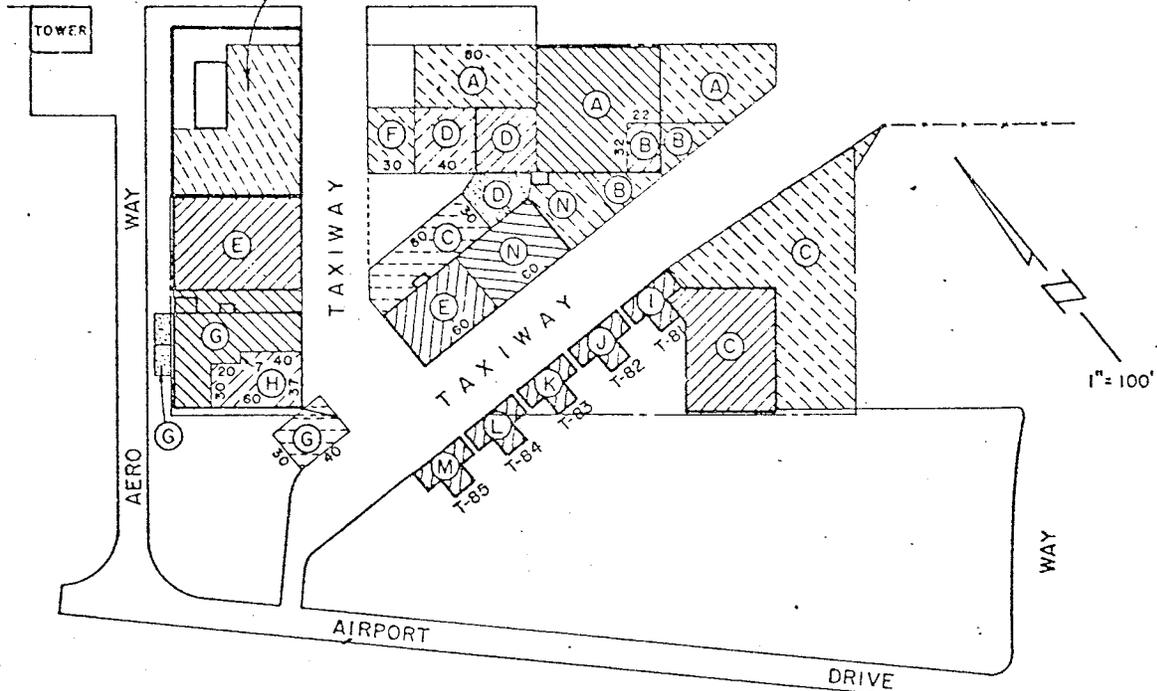
At a regular meeting held July 27, 1972 Airport Commission concurred with Airport Manager's recommendation.

NOTED:

  
EDWARD J. FERRARO  
City Manager

CIVIL AIR PATROL LEASE

APRON



LEGEND

-  HANGAR SITE
-  TIEDOWN AREA
-  AUTO PARK
-  BUILDING
-  LEASE LINE, A-32

PACIFIC COAST HIGHWAY

IDENTIFICATION NO.	393
LESSOR	CITY OF TORRANCE
SITE	CIVIL AIR PATROL LEASE
FILED WITH	CITY CLERK
DATE	JANUARY 21, 1972
	CITY MANAGER

EXHIBIT "A"