

# MOJAVE AIR AND SPACE PORT

## NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

**Date: June 21, 2016**  
**Time: 2:00 p.m.**  
**Location: Board Room**  
**1434 Flightline, Mojave, California**

### AGENDA

#### 1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

#### 2. Community Announcements

Members of the audience may make announcements regarding community events.

#### 3. Consent Agenda

All items on the consent agenda are considered routine and non-controversial, and will be approved by one motion unless a member of the Board, staff, or public requests to move an item to Business Items.

- A. Minutes of the Regular Board Meeting on June 7, 2016
- B. Check Register dated June 17, 2016

#### 4. Action Items

- A. Resolution Setting 2016-2017 Budget and Establishing Appropriations Limit
- B. Proposed Todaro – Middleton Sublease Agreement
- C. Proposed Todaro – Brooks Sublease Agreement

#### 5. Reports

- A. Financial Reports
- B. CEO/GM Report
- C. Board Committees
- D. Board of Directors: This portion of the meeting is reserved for board members to comment on items not on the agenda

## **6. Public Comment on Items Not on the Agenda**

Members of the public may make comments to the Board on items not on the agenda.

## **7. Closed Session**

- A. Existing Litigation (Govt Code 54956.9(a): *Soest v MASP*)
- B. Real Property Negotiations (Govt Code 54956.8):  
Fischer – Real Property Lease
- C. Real Property Negotiations (Govt Code 54956.8)  
White – Real Property Lease
- D. Real Property Negotiations (Govt Code 54956.8):  
Mojave Medical Center – Real Property Lease

## **8. Closed Session Report**

### **Adjournment**

This Agenda was posted on June 17, 2016 by Jason.

**ADA Notice:** Persons desiring disability-related accommodations should contact the District no later than forty-eight hours prior to the meeting. Persons needing an alternative format of the agenda because of a disability should notify the District no later than seventy-two hours prior to the meeting. All inquiries/requests can be made by phone at (661) 824-2433, in person at 1434 Flightline, Mojave, CA, or via email to [carrie@mojaeairport.com](mailto:carrie@mojaeairport.com).

**Copy of Records:** Copies of public records related to open session items are available at the administrative office of the District at 1434 Flightline, Mojave, CA.

**Public Comments:** Members of the public may comment on items on the agenda before the Board takes action on that item, or for closed session items, before the Board goes into closed session. Comments on items not on the agenda, and over which the Board has jurisdiction, may be made under “Public Comments on Items not on the Agenda,” but the Board may not take action on any issues raised during this time. All comments by members of the public are limited to three minutes.

### **MISSION STATEMENT**

**FOSTER AND MAINTAIN OUR RECOGNIZED AEROSPACE PRESENCE WITH A  
PRINCIPLE FOCUS AS THE WORLD’S PREMIER CIVILIAN AEROSPACE TEST CENTER  
WHILE SEEKING COMPATIBLY DIVERSE BUSINESS AND INDUSTRY**

# **BOARD OF DIRECTORS**

## **MINUTES OF THE REGULAR MEETING OF JUNE 7, 2016**

### **1. CALL TO ORDER**

The meeting was called to order on Tuesday, June 7, 2016, at 2:00 p.m. by Vice-President Deaver in the Board Room at Mojave Air and Space Port located at 1434 Flightline, Mojave, California.

**A. Pledge of Allegiance:** Director Parker led those assembled in the Pledge of Allegiance.

**B. Roll Call:**

Directors present: Balentine, Deaver, Parker, and Peterson

Directors absent: Evans

Others present: CEO Drees, Director of Planning Wojtkiewicz, Director of Administration Rawlings, Director of Maintenance Smith, COO Himes, and District Counsel Navé by phone

**C. Approval of Agenda:** Upon motion by Director Balentine, seconded by Director Parker, the agenda was unanimously approved.

### **2. COMMUNITY ANNOUNCEMENTS**

Cathy Hansen announced the June 18<sup>th</sup> Plane Crazy Saturday, and John Joyce made an announcement regarding the Juneau spacecraft.

### **3. CONSENT AGENDA**

Upon motion by Director Deaver, seconded by Director Balentine, the following Consent Agenda items, were unanimously approved, except check 54365 was tabled until a later meeting:

**A. Minutes of the Regular Board Meeting on May 17, 2016**

Upon motion by Director Parker, seconded by Director Balentine, the minutes were unanimously approved.

**B. Check Register dated June 2, 2016**

Director Balentine disqualified himself from participating because of a payment to his business in the check register. Upon motion by Director Peterson, seconded by Director Parker, the Board approved the check register 3-0.

### **4. BUSINESS ITEMS**

**A. Approval of Check #0543656 dated May 17, 2016, Jim's CB & Radios**

Director Balentine disqualified himself from participating in this item because it is a payment to his business. Upon motion by Director Peterson, seconded by Director Parker, the Board approved check #0543656 3-0.

**B. Approval of Sharp Hangar 965 Sale Agreement**

CEO Drees reported on this item. After discussion, upon motion by Director Balentine, seconded by Director Parker, the Board voted unanimously to approve the purchase of hangar 965.

**C. Resolution Regarding Election Tie Breaking Procedures**

**D. Resolution Regarding Candidates' Statements for General Election**

**E. Resolution Regarding Consolidation of Elections**

General Counsel Nave reported on the three resolution requested by Kern County regarding the 2016 general election. Upon motion by Director Peterson, seconded by Director Balentine, the Board voted unanimously to approve all three resolutions.

**5. REPORTS**

**A. CEO/GM Report**

CEO Drees reported on the District's deprecation permit, drafting of emergency procedures, and LADWP power lines and towers.

**B. Discussion of FY 16-17 Draft Budget**

CEO Drees presented the revised FY 16-17 budget and discussed employee bonuses with the Board.

**C. Board Committees**

No report was made.

**D. Board of Directors**

Director Peterson commented on the NTPS summer camp and 35<sup>th</sup> anniversary. Director Balentine discussed the Denver conference that he attended with COO Himes. Director Deavers commented on the Memorial Day Service and the upcoming GAVEA luncheon. Director Parker commented on the robbery of local schools.

**6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

John Joyce commented on Director Balentine and the Denver conference.

**7. CLOSED SESSION**

**A. Existing litigation: *Soest v. MASP***

**B. Real Property Negotiations: Hangar 940**

**C. Real Property Negotiations: Mojave Community Medical Center**

**8. CLOSED SESSION REPORT**

In closed session, Counsel and the Board discussed the status of the Soest matters. CEO Drees updated the Board on Hangar 940, and the Board discussed the Mojave Community Medical Center lease. Director Deaver disqualified himself from participating in the MCMC lease discussions and left the closed session because he is a member of the MCMC Board of Directors. No other items were discussed.

**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 4:03 p.m.

\_\_\_\_\_  
Bill Deaver, Vice President

ATTEST

\_\_\_\_\_  
Jimmy R. Balentine, Secretary

Date: Friday, June 17, 2016  
 Time: 09:28AM  
 User: LCALICA

### Mojave Air & Space Port

#### Check Register - Standard

Page: 1 of 6  
 Report: 03630.rpt  
 Company: EKAD  
 Period: 12-16 As of: 6/17/2016

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
<b>Company: EKAD</b>												
Acct / Sub:	101000		1200									
054459	CK	6/21/2016	0109	AT&T	12-16		036036	VO	27134122793/JUN	6/7/2016	0.00	128.06
054459	CK	6/21/2016	0109	AT&T	12-16		036037	VO	28123831139/JUN	6/7/2016	0.00	128.06
<b>Check Total</b>												
											0.00	256.12
054460	CK	6/21/2016	0158	Ameripride Uniform Services	12-16		036034	VO	2100528901	6/10/2016	0.00	219.01
054460	CK	6/21/2016	0158	Ameripride Uniform Services	12-16		036035	VO	2100528907	6/10/2016	0.00	62.40
054460	CK	6/21/2016	0158	Ameripride Uniform Services	12-16		036072	VO	2100527367	6/3/2016	0.00	173.17
054460	CK	6/21/2016	0158	Ameripride Uniform Services	12-16		036073	VO	2100527369	6/3/2016	0.00	62.40
<b>Check Total</b>												
											0.00	516.98
054461	CK	6/21/2016	0173	Allied Security Holdings LLC	12-16		036032	VO	6471718	6/2/2016	0.00	5,570.08
054461	CK	6/21/2016	0173	Allied Security Holdings LLC	12-16		036033	VO	6471719	6/2/2016	0.00	558.14
054461	CK	6/21/2016	0173	Allied Security Holdings LLC	12-16		036083	VO	6479843	6/9/2016	0.00	5,325.86
<b>Check Total</b>												
											0.00	11,454.08
054462	CK	6/21/2016	0211	A V Heritage Builders, Inc.	12-16		036038	VO	38505	6/7/2016	0.00	25,000.00
054463	CK	6/21/2016	0242	Balentine-Jim	12-16		036039	VO	NSRC CONF	6/4/2016	0.00	848.38
054464	CK	6/21/2016	0249	Benz Construction Services	12-16		036025	VO	2741668	5/31/2016	0.00	875.55
054465	CK	6/21/2016	0395	Campbell, Patrick	12-16		036086	VO	FIRE PUMP	6/1/2016	0.00	423.73
054466	CK	6/21/2016	0615	Federal Express	12-16		036040	VO	543873485	6/3/2016	0.00	18.06
054467	CK	6/21/2016	0625	Fire Ace Inc.	12-16		036089	VO	20821	6/2/2016	0.00	1,567.87

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### Mojave Air & Space Port

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Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054468	CK	6/21/2016	0699	Fauble-Richard	12-16		036079	VO	S001500546725	6/1/2016	0.00	80.00
054468	CK	6/21/2016	0699	Fauble-Richard	12-16		036087	VO	5125024	6/2/2016	0.00	114.48
<b>Check Total</b>												
054469	CK	6/21/2016	0807	Hughes-Cornelius	12-16		036075	VO	WACO TX/REIMBUR	6/9/2016	0.00	194.48
054470	CK	6/21/2016	0819	Reliable A/C & Heating	12-16		036091	VO	16799	6/7/2016	0.00	105.00
054471	CK	6/21/2016	0861	Himes, John	12-16		036074	VO	NSRC/REIMBURS	6/8/2016	0.00	685.74
054472	CK	6/21/2016	0866	The Home Depot Credit Plan	12-16		036065	VO	MAY STATEMENT	5/30/2016	0.00	698.85
054473	CK	6/21/2016	0897	HD Supply Waterworks	12-16		036082	VO	F482802	5/27/2016	0.00	21,597.39
054473	CK	6/21/2016	0897	HD Supply Waterworks	12-16		036095	VO	F476036	6/1/2016	0.00	37,678.01
054473	CK	6/21/2016	0897	HD Supply Waterworks	12-16		036096	VO	F605936	6/6/2016	0.00	164.80
054473	CK	6/21/2016	0897	HD Supply Waterworks	12-16		036097	VO	F631231	6/8/2016	0.00	67.53
054473	CK	6/21/2016	0897	HD Supply Waterworks	12-16		036098	VO	F641783	6/9/2016	0.00	11.44
<b>Check Total</b>												
054474	CK	6/21/2016	0963	Industrial Chem Lab & Services	12-16		036102	VO	200713	5/24/2016	0.00	59,519.17
054475	CK	6/21/2016	1005	PTS	12-16		036047	VO	843624/06-16	6/2/2016	0.00	53.00
054476	CK	6/21/2016	1043	Jim's CB & Radios	12-16		036041	VO	10127024	6/7/2016	0.00	49.42
054477	CK	6/21/2016	1122	Kelley-Randall	12-16		036042	VO	11350	6/6/2016	0.00	203.23
054477	CK	6/21/2016	1122	Kelley-Randall	12-16		036043	VO	11356	6/8/2016	0.00	109.95

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### Mojave Air & Space Port

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 Report: 03630.rpt  
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054477	CK	6/21/2016	1122	Kelley~Randall	12-16		036090	VO	11358	6/8/2016	0.00	939.25
<b>Check Total</b>												
												1,252.43
054478	CK	6/21/2016	1154	Kieffe & Sons Ford	12-16		036044	VO	23709	6/6/2016	0.00	14.50
054478	CK	6/21/2016	1154	Kieffe & Sons Ford	12-16		036057	VO	20734	6/16/2016	0.00	14.50
<b>Check Total</b>												
												29.00
054479	CK	6/21/2016	1200	L & L Construction	12-16		036045	VO	W/E 6/5	6/5/2016	0.00	635.00
054480	CK	6/21/2016	1267	Lowes	12-16		036078	VO	JUNE 2016	6/2/2016	0.00	66.18
054481	CK	6/21/2016	1347	Miller Equipment Company	12-16		036076	VO	16990	6/15/2016	0.00	875.00
054482	CK	6/21/2016	1364	Mojave/Karl's Hardware	12-16		036103	VO	MAY 2016	5/31/2016	0.00	3,260.14
054483	CK	6/21/2016	1372	Mojave Public Utility District	12-16		036026	VO	05-16/DISCHARGE	5/31/2016	0.00	3,613.34
054483	CK	6/21/2016	1372	Mojave Public Utility District	12-16		036058	VO	0604900/05-16	5/31/2016	0.00	87.15
054483	CK	6/21/2016	1372	Mojave Public Utility District	12-16		036059	VO	0604950/05-16	5/31/2016	0.00	89.70
054483	CK	6/21/2016	1372	Mojave Public Utility District	12-16		036060	VO	0604800/05-16	5/31/2016	0.00	5,136.18
054483	CK	6/21/2016	1372	Mojave Public Utility District	12-16		036061	VO	0604580/05-16	5/31/2016	0.00	74.69
054483	CK	6/21/2016	1372	Mojave Public Utility District	12-16		036062	VO	0604600/05-16	5/31/2016	0.00	1,135.80
<b>Check Total</b>												
												10,136.86
054484	CK	6/21/2016	1375	Mojave Sanitation	12-16		036027	VO	2735672/05-16	5/31/2016	0.00	932.89
054485	CK	6/21/2016	1392	Morris~Bill	12-16		036046	VO	411	6/7/2016	0.00	820.00
054486	CK	6/21/2016	1403		12-16		036094	VO	152512-2	6/1/2016	0.00	1,956.45



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**Mojave Air & Space Port**  
**Check Register - Standard**  
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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054487	CK	6/21/2016	1436 Porter Concrete Construction	12-16	036028	VO	3978	5/26/2016	0.00	3,448.50
054488	CK	6/21/2016	1555 C & M OVERHEAD DOORS, INC.	12-16	036085	VO	7718	6/1/2016	0.00	4,161.00
054489	CK	6/21/2016	1639 ProActive Work Health Services	12-16	036023	VO	1141 - 32510	6/14/2016	0.00	35.00
054490	CK	6/21/2016	1645 Pitney Bowes Purchase Power	12-16	036063	VO	10580813/05-16	5/25/2016	0.00	235.91
054491	CK	6/21/2016	1670 Praxair	12-16	036064	VO	55229114/05-16	5/20/2016	0.00	229.35
054492	CK	6/21/2016	1800 Ramos / Strong, Inc.	12-16	036055	VO	0294646	6/1/2016	0.00	376.03
054493	CK	6/21/2016	1803 Race Telecommunications, Inc.	12-16	036048	VO	RC103665/06-16	6/1/2016	0.00	64.95
054494	CK	6/21/2016	1880 David Russell	12-16	036056	VO	04-16 GEN CONST	4/30/2016	0.00	10,740.00
054495	CK	6/21/2016	1906 Sage Staffing	12-16	036029	VO	54359	5/30/2016	0.00	768.00
054495	CK	6/21/2016	1906 Sage Staffing	12-16	036050	VO	54429	6/6/2016	0.00	758.40
054496	CK	6/21/2016	19258 SBS Group	12-16	036104	VO	503257	4/6/2016	0.00	1,526.40
054497	CK	6/21/2016	1952 So. Calif. Edison	12-16	036077	VO	2025279670/JUNE	6/8/2016	0.00	6,768.89
054498	CK	6/21/2016	1962 Sprint	12-16	036053	VO	670907680/06-16	6/1/2016	0.00	12.80
054498	CK	6/21/2016	1962 Sprint	12-16	036054	VO	678196590/06-16	6/1/2016	0.00	12.80
<b>Check Total</b>										
1,526.40										
218.75										

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054499	CK	6/21/2016	1978 Security Benefit	12-16	036051	VO	PPE 5/29/16	6/3/2016	0.00	993.45
054500	CK	6/21/2016	2006 Sierra Rail Services, LLC	12-16	036052	VO	161203	6/2/2016	0.00	840.00
054501	CK	6/21/2016	2136 UNUM Life Ins. Co.	12-16	036101	VO	JULY 2016	6/9/2016	0.00	1,603.19
054502	CK	6/21/2016	2214 Antelope Valley Press	12-16	036024	VO	127065/05-16	6/14/2016	0.00	370.26
054503	CK	6/21/2016	2335 Witt's	12-16	036092	VO	141755-0	6/10/2016	0.00	279.39
054504	CK	6/21/2016	3010 Balentine-Jim	12-16	036084	VO	1/520851	6/14/2016	0.00	18.00
054505	CK	6/21/2016	3050 Jose Carrillo	12-16	035959	VO	62717	5/6/2016	0.00	277.00
054505	CK	6/21/2016	3050 Jose Carrillo	12-16	036013	AD	ADJ 035959	5/6/2016	0.00	-277.00
054505	CK	6/21/2016	3050 Jose Carrillo	12-16	036100	VO	161384	6/8/2016	0.00	1,130.00
054506	CK	6/21/2016	3200 Mallon-Timothy	12-16	036080	VO	1656626	6/2/2016	0.00	1,130.00
054507	CK	6/21/2016	4000 Fang D.D.S.-Ted Y. T.	12-16	036088	VO	9179/6/7	6/7/2016	0.00	109.00
054508	CK	6/21/2016	4215 Gentle Family Dentistry, P.C.	12-16	036099	VO	060716CR	6/7/2016	0.00	112.00
<b>Check Total</b>										
<b>25.60</b>										
<b>Check Total</b>										
<b>66.00</b>										
<b>Check Total</b>										
<b>1,130.00</b>										
<b>66.00</b>										
<b>Check Total</b>										
<b>112.00</b>										
<b>Check Count: 50</b>										
<b>Acct Sub Total: 159,146.72</b>										

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### Mojave Air & Space Port

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Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Ref Closed	Nbr	Doc Type	Invoice Number	Amount Paid	Invoice Date	Discount Taken	Amount Paid
	Regular							Count		159,146.72			
	Hand							50		0.00			
	Electronic Payment							0		0.00			
	Void							0		0.00			
	Stub							0		0.00			
	Zero							0		0.00			
	Mask							0		0.00			
	<b>Total:</b>							<b>50</b>		<b>159,146.72</b>			

Company Disc Total 0.00      Company Total 159,146.72

**EFT'S**

AV Fuel	6/25/16	10,812.99
AV Fuel	6/29/16	16,786.76
Michael Brouse	6/21/16	1,955.00
Amex	6/10/16	12,280.45
CR-office remodel,signs,gift shop items		3,738.50
JH-Security & Fire Supplies,pump house		698.21
JB-small equipment,cables,keypad		1,356.45
KD-Security camera upgrade,office equip		6,437.29
<b>Total EFT</b>		<b>30,2115.65</b>
<b>Total for BOD approval</b>		<b>191,262.37</b>



## STAFF MEMORANDUM

**TO:** Board of Directors  
**FROM:** Karina Drees, GM  
**SUBJECT:** FY16-17 Budget  
**MEETING DATE:** June 21, 2016

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### **Background:**

Attached is the FY16-17 budget for approval. The following items are proposed changes to the upcoming year.

### **Revenue**

We do not foresee any significant changes to revenue during FY 16-17. We anticipate modest gains in fuel sales and rents & leases revenue.

### **Expenses**

Other than five merit increases all staff will receive a Cost Of Living Increase (COLA) of 1.7%. The LA COLA was 1% for calendar year ending 2015. However, last year's COLA was less than the standard and I would like to make a larger impact this year.

The following positions will receive merit increases rather than the 1.7% COLA:

- 10% for Administrative Assistant I from \$22.02 per hour to \$24.22 per hour
- 10% for Administrative Assistant I from \$22.57 per hour to \$24.83 per hour
- 5% for Maintenance Man II from \$27.72 per hour to \$29.11 per hour
- 5% Maintenance Man I from \$16.82 per hour to \$17.66 per hour
- 5% for Maintenance Man I from \$21.56 per hour to \$22.64 per hour

I would like to implement a MASP-wide bonus plan of up to 5% for each employee. The bonus would be earned by achieving both personal goals and District-wide goals. The total impact to the budget will be \$60,000. Per Board request, I will present the specific plan for approval during the first quarter.

# MOJAVE

## AIR AND SPACE PORT

Beginning July 1, the airport will alter all department hours to match tower's hours. This will increase some personnel expenses that are not currently incurred.

- Fire Department will extend from 0700 – 1500 to 0700 – 1700
- Fuels will extend from 0730 – 1630 to 0700 – 1700
- Reception will extend from 0730 – 1600 to 0700 – 1700

These changes to staffing hours will better serve our customers and provide additional coverage for incidents.

In addition to the personnel costs, this draft budget includes changes to the following:

- An increase of \$206,000 in repairs and maintenance. There are a number of items we have been neglecting for some time that need to be addressed. The additional funds includes runway/taxiway crack sealing, road repairs and minor building repairs.
- An increase of \$47,000 in water/sewer to accommodate growth and the change to the sewer rate structure approved by the Board this fiscal year.
- An increase of \$68,000 in insurance to accommodate increased premiums in property coverage, as well as the additional insurance plans adopted by the Board this fiscal year.
- An increase of \$33,000 in marketing to account for some new image designs for advertising, sponsorships and promotions.

To offset these operating expense increases, we anticipate seeing a drop in the following expense area:

- We will see a drop of \$511,000 in G&A personnel costs this year due to staff changes made in FY 15-16.
- The audit fees will decrease by \$44,000 due to the fact that we caught up our previous audits and are now budgeting for only one per year.

Non-operating expenditures are proposed at \$1,162,500 to include runway improvements (assuming we receive an FAA-approved project), infrastructure improvements, tenant retention projects, equipment expenses and the California City payment. The Other Post-Employment Benefits (OPEB) contribution would be considered later in the fiscal year if revenues exceed expenses. The individual items for infrastructure, tenant retention and equipment expenses will be brought before the Board for approval during the first quarter. Below is a tentative list, which accounts for the \$1,162,500 total in the draft budget:

# MOJAVE

## AIR AND SPACE PORT

### FAA Projects

ALP Update \$330,000

### Infrastructure Projects

Complete pressure reducing station \$150,000

Perimeter roads Phase I \$150,000

Solar street lights Phase I \$25,000

### Tenant Retention Projects

Major building repairs \$200,000

### Capital Equipment

Man boom lift \$20,000

Surveillance equipment \$22,000

Weather indication system \$5,000

Light gun for tower \$6,000

Event center furniture \$20,000

Security vehicles - used \$25,000

IT Vehicle \$15,000

Water truck \$80,000

Audio recorder for tower \$12,500

Voicemail storage system \$10,000

FM Radios with repeater \$14,000

AWOS Lightening detection system \$12,000

Jaws of life rescue tool \$16,000

Total Capital Expenditures \$1,112,500

California City Grant \$50,000

Total Other Expenses \$1,162,500

**Mojave Air & Space Port**  
**Final Budget**  
**For Fiscal Year 2016-2017**

FY 16-17  
Budget

**Operating Revenue**

Fuel Sales & Services		Fuel Sales	1,577,921
		Fuel Services	38,262
<b>Fuel Sales &amp; Services Total</b>			<b>1,616,183</b>
Rents & Leases	Rents & Leases	Rent & Leases: Ground	2,325,252
		Rent & Leases: Buildings	1,868,945
		Rent & Leases: Hangars	347,546
		Rent & Leases: Terminal Building	22,258
<b>Rents &amp; Leases Total</b>			<b>4,564,001</b>
Airport Services	Airport Services	Rental Security	219,485
		Location Access Fees	185,000
		Equipment Rental	50,000
		Event Center Rental Fee	50,400
		Fire Dept Reimbursement	35,104
		Security Reimbursement	20,248
		Tower Reimbursement	17,271
		Aircraft Storage Fees	16,372
		Other Airport Services	2,733
<b>Airport Services Total</b>			<b>596,613</b>
Other Revenue	Other Revenue	Interest Income	21,137
		Finance Charge-Past Due Accts	6,592
		Gift Shop Sales	5,599
		Other Revenue	80,000
<b>Other Revenues Total</b>			<b>113,328</b>
<b>Total Operating Revenue</b>			<b>6,890,125</b>

**Cost of Goods Sold**

Cost of Fuel	Cost of Fuel	Purchase for Resale-fuel and lubricant:	840,415
Cost of Merchandise		Gift Shop Merchandise	3,415
<b>Total Cost of Goods Sold</b>			<b>843,830</b>
<b>Operating Profit</b>			<b>6,046,294</b>

**Expenses**

Operations Expenses	Operations Personnel Expenses	Salaries	335,471
		Statutory Benefits	49,425
		Employee Benefits	234,830
	<b>Operations Personnel Total</b>		<b>619,726</b>
	Other Operating Expenses	Prof. Services-Security	304,131
		Prof. Services-Tower Operators	218,741
		Prof. Services-Engineer	100,000
		Prof. Services-Environmental	20,000
		Prof. Service-Construction Mgmt	75,000
		Other Outside Services	150,000
		Other Expense	20,000
	<b>Other Operating Expenses Total</b>		<b>887,872</b>
<b>Operating Expenses Total</b>			<b>1,507,598</b>
Maintenance	Maintenance Personnel Expenses	Salaries	463,084
		Statutory Benefits	25,651
		Employee Benefits	185,234
	<b>Maintenance Personnel Total</b>		<b>673,968</b>
	Repairs & Maintenance	Repairs & Maint-Auto	15,000
		Repairs & Maint-Bldg & Grounds	480,000
		Repairs & Maintenance	20,000

		Repairs & Maint-Equipment	120,000
		Tools	5,000
	Repairs & Maintenance Total		640,000
	Other Expenses	Auto/Equipment Fuel	35,000
		Permits & Fees	20,000
		Rents and Leases	20,000
	Other Expenses Total		75,000
<b>Maintenance Total</b>			<b>1,388,968</b>
General & Administrative	G&A Personnel Expenses	Salaries	808,852
		Statutory Benefits	28,604
		Employee Benefits	396,337
	G&A Personnel Total		1,233,793
	Telephone & Utilities	Telephone - Communications	70,000
		Utilities-Electric	142,288
		Utilities-Gas	10,000
		Utilities-Refuse	20,000
		Utilities-Water	130,000
	Telephone & Utilities Total		372,288
	Other Expenses	Bad Debts	20,000
		Dues & Subscriptions	50,000
		Office Expenses	61,500
		Small Equipment/Software	90,000
		Employee Training	45,000
		Events-Expense	20,000
		Hangar 79 Lease Agreement	180,000
		Insurance	360,000
		Outside Services - Consulting	150,000
		Prof. Services-Auditors	35,000
		Prof. Services-Legal	125,000
		Travel, Meals & Lodging	55,000
		Tution Assistance Program	30,000
		Uniforms	7,500
	Other Expenses Total		1,229,000
<b>General &amp; Administrative Total</b>			<b>2,835,081</b>
Marketing	Marketing	Promotional Items	6,500
		Sponsorships	30,000
		Advertising	15,000
		Marketing - Other	25,000
<b>Marketing Total</b>			<b>76,500</b>
<b>Total Operating Expenses</b>			<b>5,808,147</b>
<b>Excess (deficit) of operating revenue over operating expense</b>			<b>238,148</b>
<b>Non-operating</b>			
<b>Non-operating Revenue</b>			
Taxes & Grants		KC Taxes	660,000
Federal/State Grants Total		Federal/State Grants	300,000
<b>Total Non-Operating Revenue</b>			<b>960,000</b>
<b>Non-operating Expenditures</b>			
		FAA Project	330,000
		California City Grant	50,000
		Equipment Expenditures	257,500
		Infrastructure Projects	325,000
		Tenant Retention Projects	200,000
		Other Post Employment Benefits	-
<b>Total Non-Operating Expenses</b>			<b>1,162,500</b>
<b>Net Non-Operating</b>			<b>(202,500)</b>
<b>Excess (deficit) of revenue over expense</b>			<b>35,648</b>



**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOJAVE AIR AND SPACE PORT  
TRANSFERRING UNAPPROPRIATED MONEY TO THE  
CONTINGENCY RESERVE ACCOUNTS, AFFIRMING  
INVESTMENT POLICY, APPROVING A BUDGET, AND  
ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE  
FISCAL YEAR COMMENCING JULY 1, 2016**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MOJAVE AIR  
AND SPACE PORT** as follows:

**1. Contingency Reserves.**

The District established contingency reserve accounts for each District fund. The contingency reserve accounts are affirmed. Unexpended monies previously appropriated to any fund of the District, which are not expended as of June 30, 2016, shall be appropriated to the contingency reserve account of each respective District fund. The contingency reserve accounts shall be expended prior to the expenditure of appropriations for the current fiscal year. Contingency reserve accounts shall not be expended to the extent money is being accumulated for emergencies, contingencies, capital projects, or property acquisition.

**2. Investment Policy.**

The investment policy adopted on May 21, 1985, is affirmed.

**3. Budget.**

The budget incorporated by this reference as Exhibit A, is approved for the fiscal year commencing July 1, 2016.

**4. Appropriations Limit.**

The appropriations limit of the District under California Constitution Article XIII B for the fiscal year commencing July 1, 2016, is \$1,677,278.

**PASSED, APPROVED AND ADOPTED** on June 21, 2016.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

**Mojave Air & Space Port**  
**Computation of Preliminary Appropriations Limit**  
**2016 - 17**

	<u>Percent</u>	<u>Ratio</u>	<u>Amount</u>
2014-15 final appropriations limit			\$ 1,520,388
2015-16 county change in population	0.53%	1.0053	
2015-16 State per capita personal income change over prior year	3.820%	1.0382	
2015-16 combined adjustment factor			<u>1.0437</u>
Adjusted 2015-16 preliminary appropriations limit			1,586,829
2016-17 county change in population	0.31%	1.0031	
2016-17 State per capita personal income change over prior year	5.370%	1.0537	
2016-17 combined adjustment factor			<u>1.0570</u>
2016-17 preliminary appropriations limit			<u><u>\$ 1,677,278</u></u>



## STAFF MEMORANDUM

**TO:** Board of Directors  
**FROM:** Lynn Johansen  
**SUBJECT:** Rodney Todaro – Hangar 946 Consent to Sublease  
**MEETING DATE:** June 21, 2016

---

### **Background:**

Rodney Todaro, owner of T-Hangar 946 is requesting consent to Sublease his hangar to Miles Middleton. Hangar 946 is a 17 year lease with no options.

### **Impacts:**

Fiscal: None  
Environmental: None  
Legal: None

### **Recommended Action:**

Staff recommends approval of the Consent to Sublease.

## CONSENT TO SUBLEASE

This Consent to Sublease ("Consent") is made by Mojave Air and Space Port ("Landlord"), Rodney F. Todaro ("Sub-Landlord"), and Michael Brooks ("Sub-Tenant") as of June 21, 2016.

Whereas, Landlord and Sub-Landlord entered into that lease dated March 7, 2000 (the "Master Lease"), for T-Hangar 946 Land Lease (the "Premises"); and

Whereas, Sub-Landlord desires to sublease the Premises to Sub-Tenant;

Now, therefore, the parties agree as follows.

**1. Consent to Sublease.** Landlord consents to the Sublease of the Premises between Sub-Landlord and Sub-Tenant, subject to the terms and conditions of this Consent.

**2. Scope and Conditions of Consent.** It is understood and agreed that:

- (a) Landlord does not consent to or approve of any term, provision, covenant, or condition in the Sublease, and Landlord will not be bound by the Sublease;
- (b) No rights will be granted to Sub-Tenant under the Sublease that are greater than those granted to Sub-Landlord under the Master Lease;
- (c) The Sublease will be subordinate to the Master Lease and this Landlord's Consent; and
- (d) In the event of any conflict between the terms and provisions of the Master Lease or this Landlord's Consent and the terms and provisions of the Sublease, the terms and provisions of the Master Lease or the Landlord's Consent, as applicable, will prevail.

**3. Assumption of Sub-Landlord's Obligations.** For the benefit of Landlord and Sub-Landlord, Sub-Tenant expressly assumes and agrees to perform and comply with every obligation of Sub-Landlord under the Master Lease applicable to the Sublease Premises, including, without limitation, Sub-Landlord's obligation to indemnify Landlord pursuant to Section 9.4 of the Master Lease. Neither this assumption by Sub-Tenant, the Sublease, nor this Landlord's Consent will release or discharge Sub-Landlord from any liability under the Master Lease, including, without limitation, the payment of rent and other amounts when due under the Master Lease, and Sub-Landlord will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions in the Master Lease to be performed and observed by Sub-Landlord. Sub-Landlord will not be released from any liability under the Master Lease because of Landlord's failure to give notice of default under or in respect of any of the terms, covenants, conditions, provisions, or agreements by the Master Lease. Any breach or violation of any provision of the Master Lease by Sub-Landlord or Sub-Tenant, or both, constitutes a default by Sub-Landlord under the Master Lease. Landlord may proceed directly against Sub-Landlord without first exhausting Landlord's remedies against Sub-Tenant, or Landlord may proceed directly against Sub-Tenant without exhausting Landlord's remedies against Sub-Landlord.

**4. Obligations of Landlord.** Landlord will not be liable for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, brokerage commissions, improvements to the Sublease Premises, or the security deposit required to be made by Sub-Tenant under the Sublease. Sub-Landlord and Sub-Tenant jointly and severally agree to indemnify, protect, defend, and hold Landlord harmless from all claims, losses, liabilities, costs, and expenses (including attorney's fees) that Landlord may incur as a result of any claim to pay any person or entity any commission, finder's fee.

or other charge in connection with the Sublease. Further, Sub-Tenant warrants that Sub-Tenant has dealt with no brokers in this transaction.

**5. Termination of Sublease.** On the effective date of the expiration of the term of the Master Lease, or Sub-Landlord's surrender of the Premises under the Master Lease to Landlord, the Sublease and its term will immediately terminate, and Sub-Tenant must vacate the Premises on or before the effective date of the termination. If Sub-Tenant fails to vacate the Premises, Landlord will be entitled to all of the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without the Landlord's Consent, including, without limitation, the rights and remedies available to Landlord under the Master Lease. Landlord will not be liable to Sub-Landlord or Sub-Tenant for any claim or damage because of the termination.

**6. Continuation of Sublease.** Regardless of anything stated in Section 5 above, if the Master Lease expires or terminates for any reason during the term of the Sublease, or if the Sub-Landlord surrenders the Master Lease to Landlord during the term of the Sublease, Landlord has the option, on written notice delivered to Sub-Tenant not more than thirty (30) days after the effective date of the expiration, termination, or surrender, and without any additional or further agreement of any kind by Sub-Tenant, to elect to continue the Sublease with the same effect as if Landlord and Sub-Tenant had entered into a lease for that date and for a term equal to the then unexpired term of the Sublease, and on the same terms and conditions in the Sublease. In that event, Sub-Tenant will attorn to Landlord, and Landlord and Sub-Tenant will have the same rights, obligations, and remedies under the Sublease as were had by Sub-Landlord and Sub-Tenant. However, in no event will Landlord (a) be liable for any act or omission of Sub-Landlord, (b) be subject to any offsets or defenses that Sub-Tenant had or might have against Sub-Landlord, (c) be obligated to cure any default of Sub-Landlord that occurred prior to the time that Landlord succeeded to the interest of Sub-Landlord under the Sublease, (d) be bound by any payment of rent or other payment paid by Sub-Tenant to Sub-Landlord in advance of any periods reserved for that in the Sublease, (e) be bound by any modification or amendment of the Sublease made without the written consent of Landlord, or (f) be liable for the return of any security deposit not actually received by Landlord. Neither Landlord's election under this section nor its acceptance of any rent from Sub-Tenant will be deemed a waiver by Landlord of any provisions of the Master Lease and this Landlord's Consent.

**7. Compliance with Sublease.** If Landlord elects to continue the Sublease pursuant to Section 6, Sub-Tenant will observe and perform (a) each of the terms, covenants, and conditions of the Sublease that Landlord designates to be observed and performed, and (b) any other terms, covenants, and conditions to which the parties may agree.

**8. Insurance.** Sub-Tenant will either:

Carry the insurance policies required to be carried by Sub-Landlord pursuant to Article 9 of the Master Lease, in which case Sub-Tenant (a) will deliver evidence of such insurance to Landlord prior to occupancy, and (b) the insurance will (i) name Landlord and Sub-Landlord as additional insured; and (ii) provide that the policy will not be subject to cancellation or change except after thirty (30) days' prior written notice to Landlord and Sub-Landlord; or

Be listed as an additional insured on Sub-Landlord's insurance, in which case Sub-Landlord will provide Landlord with a certificate of insurance naming Sub-Tenant as an additional insured.

**9. Absolute Assignment of Rents.** Sub-Landlord unconditionally assigns to Landlord all rents now due, or which may later become due, under the Sublease (collectively, "Rents"). Sub-Landlord acknowledges that the assignment is present, absolute, and unconditional. Accordingly, Landlord will have the right to collect the Rents and to apply them in payment of any sums payable by Sub-Landlord under the Master Lease. However, Sub-Landlord will have a license to collect the Rents until the occurrence of an act of default by Sub-Landlord under the Master Lease. If the act of default occurs, Sub-Landlord's right to collect the Rent will be suspended until the default is cured. During the period in which Sub-Landlord's right to collect the Rents is suspended, Landlord, as assignee and attorney-in-fact for Sub-Landlord under the Master Lease, or a receiver for Sub-Landlord appointed pursuant to Landlord's application, will have the right to collect the Rents and apply them toward Sub-Landlord's obligations under the Master Lease. Landlord's acceptance of any payment on account of Rent from Sub-Tenant as a result of any act of default does not release Sub-Landlord from any liability under the terms, covenants, conditions, provisions, or agreement under the Master Lease.

**10. No Consent to Alterations.** Sub-Landlord and Sub-Tenant acknowledge that:

(a) Landlord's Consent is not a consent to any improvement or alteration work being performed in the Sublease Premises;

(b) Landlord's Consent must be separately sought and will not necessarily be given with regard to alteration work being performed in the Sublease Premises; and

(c) If consent is given it will be subject to Sub-Landlord's signing Landlord's standard form of Agreement with respect to work being performed by persons other than Landlord, unless otherwise agreed to in writing by Landlord.

**11. Character of Consent.** This Landlord Consent is not, and will not be, deemed or construed as, a consent to any future sublease, a consent to any other assignment, subletting, or other transfer, a consent to a sublease term beyond the term of the Master Lease, or a renewal or extension of the Sublease. This Landlord's Consent is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants, or conditions of the Master Lease, waive any breach of the Master Lease or any of the rights of Landlord, or enlarge or increase Landlord's obligations under the Master Lease.

**Landlord,  
Landlord, Mojave Air and Space Port**

By \_\_\_\_\_  
David Evans, President

**Attest**

By \_\_\_\_\_  
Jimmy R. Balentine, Secretary

**Sub-Landlord,  
Rodney F. Todaro**

By   
Rodney F. Todaro

**Sub-Tenant**

By   
Michael Brooks





## STAFF MEMORANDUM

**TO:** Board of Directors  
**FROM:** Lynn Johansen  
**SUBJECT:** Rodney Todaro – Hangar 946 Consent to Sublease  
**MEETING DATE:** June 21, 2016

---

### **Background:**

Rodney Todaro, owner of T-Hangar 946 is requesting consent to Sublease his hangar to Michael Brooks. Hangar 946 is a 17 year lease with no options.

### **Impacts:**

Fiscal: None  
Environmental: None  
Legal: None

### **Recommended Action:**

Staff recommends approval of the Consent to Sublease.

## CONSENT TO SUBLEASE

This Consent to Sublease ("Consent") is made by Mojave Air and Space Port ("Landlord"), Rodney F. Todaro ("Sub-Landlord"), and Michael Brooks ("Sub-Tenant") as of June 21, 2016.

Whereas, Landlord and Sub-Landlord entered into that lease dated March 7, 2000 (the "Master Lease"), for T-Hangar 946 Land Lease (the "Premises"); and

Whereas, Sub-Landlord desires to sublease the Premises to Sub-Tenant;

Now, therefore, the parties agree as follows.

**1. Consent to Sublease.** Landlord consents to the Sublease of the Premises between Sub-Landlord and Sub-Tenant, subject to the terms and conditions of this Consent.

**2. Scope and Conditions of Consent.** It is understood and agreed that:

- (a) Landlord does not consent to or approve of any term, provision, covenant, or condition in the Sublease, and Landlord will not be bound by the Sublease;
- (b) No rights will be granted to Sub-Tenant under the Sublease that are greater than those granted to Sub-Landlord under the Master Lease;
- (c) The Sublease will be subordinate to the Master Lease and this Landlord's Consent; and
- (d) In the event of any conflict between the terms and provisions of the Master Lease or this Landlord's Consent and the terms and provisions of the Sublease, the terms and provisions of the Master Lease or the Landlord's Consent, as applicable, will prevail.

**3. Assumption of Sub-Landlord's Obligations.** For the benefit of Landlord and Sub-Landlord, Sub-Tenant expressly assumes and agrees to perform and comply with every obligation of Sub-Landlord under the Master Lease applicable to the Sublease Premises, including, without limitation, Sub-Landlord's obligation to indemnify Landlord pursuant to Section 9.4 of the Master Lease. Neither this assumption by Sub-Tenant, the Sublease, nor this Landlord's Consent will release or discharge Sub-Landlord from any liability under the Master Lease, including, without limitation, the payment of rent and other amounts when due under the Master Lease, and Sub-Landlord will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions in the Master Lease to be performed and observed by Sub-Landlord. Sub-Landlord will not be released from any liability under the Master Lease because of Landlord's failure to give notice of default under or in respect of any of the terms, covenants, conditions, provisions, or agreements by the Master Lease. Any breach or violation of any provision of the Master Lease by Sub-Landlord or Sub-Tenant, or both, constitutes a default by Sub-Landlord under the Master Lease. Landlord may proceed directly against Sub-Landlord without first exhausting Landlord's remedies against Sub-Tenant, or Landlord may proceed directly against Sub-Tenant without exhausting Landlord's remedies against Sub-Landlord.

**4. Obligations of Landlord.** Landlord will not be liable for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, brokerage commissions, improvements to the Sublease Premises, or the security deposit required to be made by Sub-Tenant under the Sublease. Sub-Landlord and Sub-Tenant jointly and severally agree to indemnify, protect, defend, and hold Landlord harmless from all claims, losses, liabilities, costs, and expenses (including attorney's fees) that Landlord may incur as a result of any claim to pay any person or entity any commission, finder's fee,



or other charge in connection with the Sublease. Further, Sub-Tenant warrants that Sub-Tenant has dealt with no brokers in this transaction.

**5. Termination of Sublease.** On the effective date of the expiration of the term of the Master Lease, or Sub-Landlord's surrender of the Premises under the Master Lease to Landlord, the Sublease and its term will immediately terminate, and Sub-Tenant must vacate the Premises on or before the effective date of the termination. If Sub-Tenant fails to vacate the Premises, Landlord will be entitled to all of the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without the Landlord's Consent, including, without limitation, the rights and remedies available to Landlord under the Master Lease. Landlord will not be liable to Sub-Landlord or Sub-Tenant for any claim or damage because of the termination.

**6. Continuation of Sublease.** Regardless of anything stated in Section 5 above, if the Master Lease expires or terminates for any reason during the term of the Sublease, or if the Sub-Landlord surrenders the Master Lease to Landlord during the term of the Sublease, Landlord has the option, on written notice delivered to Sub-Tenant not more than thirty (30) days after the effective date of the expiration, termination, or surrender, and without any additional or further agreement of any kind by Sub-Tenant, to elect to continue the Sublease with the same effect as if Landlord and Sub-Tenant had entered into a lease for that date and for a term equal to the then unexpired term of the Sublease, and on the same terms and conditions in the Sublease. In that event, Sub-Tenant will attorn to Landlord, and Landlord and Sub-Tenant will have the same rights, obligations, and remedies under the Sublease as were had by Sub-Landlord and Sub-Tenant. However, in no event will Landlord (a) be liable for any act or omission of Sub-Landlord, (b) be subject to any offsets or defenses that Sub-Tenant had or might have against Sub-Landlord, (c) be obligated to cure any default of Sub-Landlord that occurred prior to the time that Landlord succeeded to the interest of Sub-Landlord under the Sublease, (d) be bound by any payment of rent or other payment paid by Sub-Tenant to Sub-Landlord in advance of any periods reserved for that in the Sublease, (e) be bound by any modification or amendment of the Sublease made without the written consent of Landlord, or (f) be liable for the return of any security deposit not actually received by Landlord. Neither Landlord's election under this section nor its acceptance of any rent from Sub-Tenant will be deemed a waiver by Landlord of any provisions of the Master Lease and this Landlord's Consent.

**7. Compliance with Sublease.** If Landlord elects to continue the Sublease pursuant to Section 6, Sub-Tenant will observe and perform (a) each of the terms, covenants, and conditions of the Sublease that Landlord designates to be observed and performed, and (b) any other terms, covenants, and conditions to which the parties may agree.

**8. Insurance.** Sub-Tenant will either:

\_\_\_\_ Carry the insurance policies required to be carried by Sub-Landlord pursuant to Article 9 of the Master Lease, in which case Sub-Tenant (a) will deliver evidence of such insurance to Landlord prior to occupancy, and (b) the insurance will (i) name Landlord and Sub-Landlord as additional insured; and (ii) provide that the policy will not be subject to cancellation or change except after thirty (30) days' prior written notice to Landlord and Sub-Landlord; or

\_\_\_\_ Be listed as an additional insured on Sub-Landlord's insurance, in which case Sub-Landlord will provide Landlord with a certificate of insurance naming Sub-Tenant as an additional insured.

**9. Absolute Assignment of Rents.** Sub-Landlord unconditionally assigns to Landlord all rents now due, or which may later become due, under the Sublease (collectively, "Rents"). Sub-Landlord acknowledges that the assignment is present, absolute, and unconditional. Accordingly, Landlord will have the right to collect the Rents and to apply them in payment of any sums payable by Sub-Landlord under the Master Lease. However, Sub-Landlord will have a license to collect the Rents until the occurrence of an act of default by Sub-Landlord under the Master Lease. If the act of default occurs, Sub-Landlord's right to collect the Rent will be suspended until the default is cured. During the period in which Sub-Landlord's right to collect the Rents is suspended, Landlord, as assignee and attorney-in-fact for Sub-Landlord under the Master Lease, or a receiver for Sub-Landlord appointed pursuant to Landlord's application, will have the right to collect the Rents and apply them toward Sub-Landlord's obligations under the Master Lease. Landlord's acceptance of any payment on account of Rent from Sub-Tenant as a result of any act of default does not release Sub-Landlord from any liability under the terms, covenants, conditions, provisions, or agreement under the Master Lease.

**10. No Consent to Alterations.** Sub-Landlord and Sub-Tenant acknowledge that:

(a) Landlord's Consent is not a consent to any improvement or alteration work being performed in the Sublease Premises;

(b) Landlord's Consent must be separately sought and will not necessarily be given with regard to alteration work being performed in the Sublease Premises; and

(c) If consent is given it will be subject to Sub-Landlord's signing Landlord's standard form of Agreement with respect to work being performed by persons other than Landlord, unless otherwise agreed to in writing by Landlord.

**11. Character of Consent.** This Landlord Consent is not, and will not be, deemed or construed as, a consent to any future sublease, a consent to any other assignment, subletting, or other transfer, a consent to a sublease term beyond the term of the Master Lease, or a renewal or extension of the Sublease. This Landlord's Consent is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants, or conditions of the Master Lease, waive any breach of the Master Lease or any of the rights of Landlord, or enlarge or increase Landlord's obligations under the Master Lease.

**Landlord,  
Landlord, Mojave Air and Space Port**

By \_\_\_\_\_  
David Evans, President


**Attest**

By \_\_\_\_\_  
Jimmy R. Balentine, Secretary

**Sub-Landlord,  
Rodney F. Todaro**

By   
Rodney F. Todaro

**Sub-Tenant**

By   
Michael Brooks

**Mojave Air & Space Port  
Treasurer's Report  
For the month ended May 31, 2016**

	<u>General</u>	<u>County Treasury</u>	<u>LAIF</u>	<u>Total</u>
<b>Beginning Balance</b>	<b><u>\$ 1,324,062.28</u></b>	<b><u>\$ 1,571,121.43</u></b>	<b><u>\$ 4,858,516.14</u></b>	<b><u>\$ 7,753,699.85</u></b>
Receipts:				
Operating Revenues	692,381.83	-	-	692,381.83
Interest Income	58.70	-	-	58.70
Tax Proceeds	-	11,233.63	-	11,233.63
<b>Total Receipts</b>	<b><u>692,440.53</u></b>	<b><u>11,233.63</u></b>	<b><u>-</u></b>	<b><u>703,674.16</u></b>
Expenditures:				
Operating Expenses	(489,912.58)	-	-	(489,912.58)
Project Expenses	-	-	-	-
<b>Total Expenditures</b>	<b><u>(489,912.58)</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>(489,912.58)</u></b>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
<b>Total Transfers</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>Ending Balance</b>	<b><u>\$ 1,526,590.23</u></b>	<b><u>\$ 1,582,355.06</u></b>	<b><u>\$ 4,858,516.14</u></b>	<b><u>\$ 7,967,461.43</u></b>

The Mojave Air & Space Port unencumbered cash is on deposit bearing interest at various rates, in accordance with the District's Investment Policy.

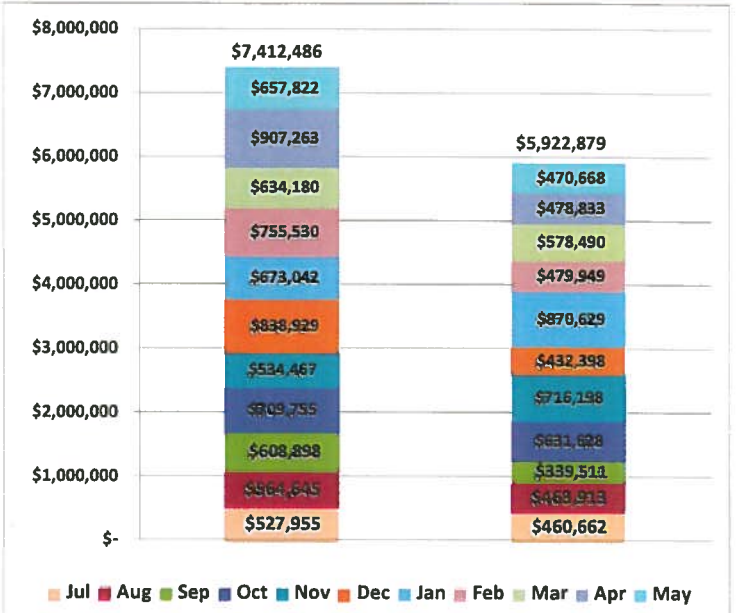
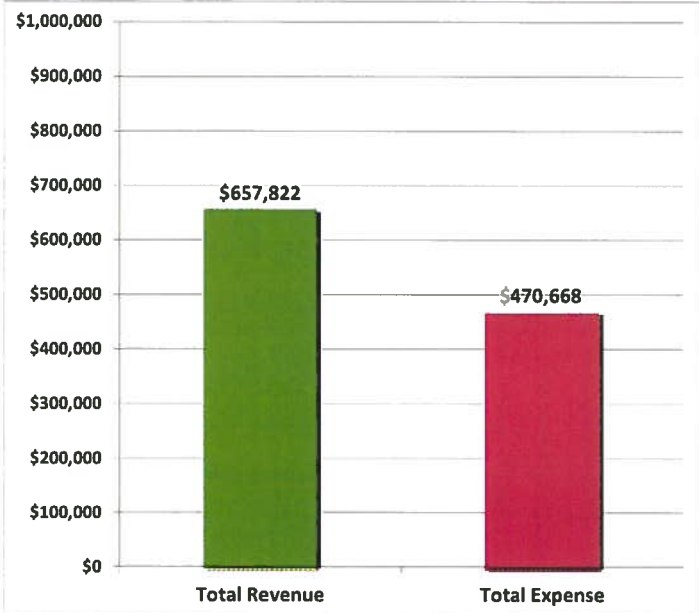
# Mojave Air & Space Port

## May 2016 Revenue and Expense Summary

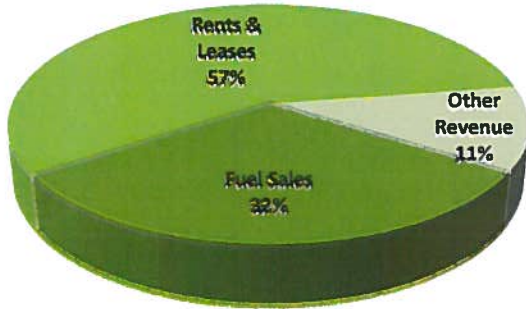
Revenue		Expenses	
Fuel Sales	\$ 208,723	Personnel	\$ 204,416
Rents & Leases	\$ 374,641	Fuel	\$ 107,324
Other Revenue	\$ 74,458	Operating	\$ 158,928
<b>Total Revenue</b>	<b>\$ 657,822</b>	<b>Total Expense</b>	<b>\$ 470,668</b>

## Year to Date Revenue and Expense Summary

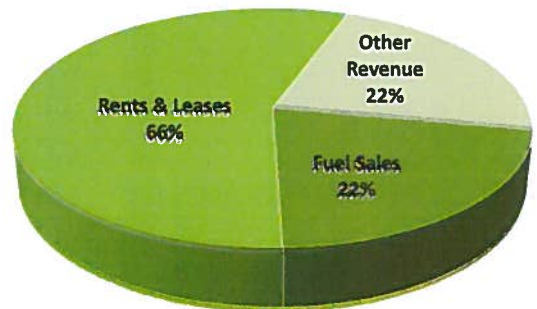
Revenue		Expenses	
Fuel Sales	\$ 1,608,841	Personnel	\$ 2,662,404
Rents & Leases	\$ 4,154,536	Fuel	\$ 860,692
Other Revenue	\$ 1,649,109	Operating	\$ 2,399,783
<b>Total Revenue</b>	<b>\$ 7,412,486</b>	<b>Total Expense</b>	<b>\$ 5,922,879</b>



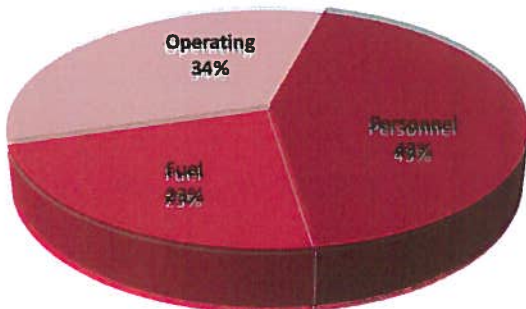
### May Revenue



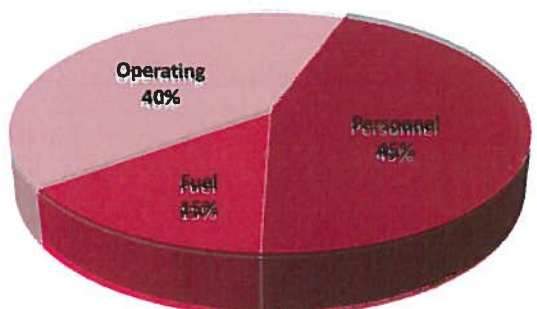
### FY 15-16 Revenue



### May Expenses



### FY 15-16 Expenses



# Mojave Air & Space Port Fuel Inventory Report

May 2016

<b>JET A</b>		
Beginning Inventory	70,560	
Gallons Delivered		
Gallons Purchased	54,473	
Defuels	4,035	
Total Gallons Delivered	58,508	
Gallons Pumped		
Gallons Sold	50,847	
Refuels	4,035	
Tank farm/Line truck sumps	60	
Delivery Samples	35	
Total Gallons Pumped	54,977	
Ending Inventory	74,091	
Physical Check	75,601	
Inventory Value at	1.97	<b>\$148,933.97</b>

<b>AVGAS</b>		
Beginning Inventory	16,417	
Gallons Delivered		
Gallons Purchased	-	
Gallons Pumped		
Gallons Sold	3,393	
Tank farm/Line truck sumps	.	
Delivery Samples	5	
Total Gallons Pumped	3,398	
Ending Inventory	13,019	
Physical Check	13,100	
Inventory Value at	3.67	<b>\$48,077.00</b>

<b>LUBRICANTS</b>		
Beginning Inventory	328	
Quarts Purchased	0	
Quarts Sold	19	
Ending Inventory	309	
Physical Check	309	
Aeroshell 100; 100W; 15/50 Multi 103 @ \$5.95; 107 @ \$6.02; 99 @ \$6.68		<b>\$1,918.31</b>

<b>PRIST</b>		
Beginning Inventory	117	
Cans Purchased	0	
Cans Sold	0	
Ending Inventory	117	
Physical Check - Cans	117	
Physical Check - Bulk	12.9	
117 CANS @ \$7.40; 12.9 (5) Gallons @ 120.15		<b>\$2,415.74</b>

<b>UNLEADED FUEL</b>		
Beginning Inventory	832.0	
Gallons Purchased	662.0	
Gallons Used	596.0	
Ending Inventory	898.0	
Physical Check	884.0	
Inventory Value at	\$2.35	<b>\$2,077.40</b>

<b>DIESEL FUEL</b>		
Beginning Inventory	874.0	
Gallons Purchased	218.0	
Gallons Used	162.0	
Ending Inventory	930.0	
Physical Check	947.0	
Inventory Value at	\$2.22	<b>\$2,102.34</b>

**May 2016 Fuel Inventory                      \$205,524.76**

**May Gallons Sold                              54,240**  
**Year to Date                                      413,065**

**Mojave Air & Space Port**

**Customers Over 90 Days Past Due**

<b>Customer Name</b>	<b>1-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>90+ Days</b>	<b>TOTAL</b>	<b>Comments</b>
Continuous Quality Electric	159.27	157.60	155.65	47.66	520.18	Tenant is sending payment
<b>TOTALS</b>	<b>159.27</b>	<b>157.60</b>	<b>155.65</b>	<b>47.66</b>	<b>520.18</b>	

**Aged AR as of 6/15/2016      393,013.90      35,864.73      14,634.95      47.66      443,561.24**

Payment Arrangements included in 1-30 days

Payment Arrangements	
Fiberset	13,684.56
REM	21,090.41
	<b>34,774.97</b>

# MOJAVE

AIR AND SPACE PORT

## CEO REPORT

**TO:** MASP Board of Directors

**FROM:** Karina Drees

**MEETING DATE:** June 21, 2016

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### Goals and Objectives

- Phase I of the pressure reducing station is nearly complete. Phase II will begin in the first quarter of FY17.

### Airport Improvements

- Fog sealing for 08/26 is postponed until July 14. The crews are unable to work in high winds.

### Updates

- John presented an airport update at the GAVEA lunch June 16.
- We will host a Congressional delegation at the end of June. The guests will consist of legislative staff primarily working on commercial space issues.
- The US Forest Service will set up a temporary operation in Mojave due to the runway work being done at Fox Field.
- The annual NTPS flight test camp will take place next week. Many of the airport customers are hosting the students for tours of their facilities.