

MOJAVE AIR AND SPACE PORT

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: August 1, 2017 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

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 Action Items.

- A. Minutes of the Regular Board Meeting on July 18, 2017

4. Action Items

- A. Event Center Parking Lot
- B. Kimley Horn Consulting Contract
- C. Virgin Orbit Lease Amendment
- D. Ethics Policy
- E. Rules for Board Meetings Policy

5. Reports

- A. Financial Report
- 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, Roth v. MASP, MASP v. Continuous Quality Electric*)
- B. Potential Litigation: (Govt Code 54956.9(a): One Case)
- C. Real Property Negotiations (Govt Code 54956.8):
 - 1. Property: Hangars 948, 954, 955
Parties: MASP, Jeff Pontious
Negotiator: CEO, General Counsel
Terms: lease term/proposals
 - 2. Land Acquisitions
Parties: MASP
Negotiator: CEO, General Counsel
Terms: Purchase Price
 - 3. Property: Bldg.155
Parties: MASP, Robert Stack
Negotiator: CEO, General Counsel
Terms: Purchase Price
- D. Potential Threats to Public Services (Govt Code 54957): Communications Upgrade

8. Closed Session Report

Adjournment

This Agenda was posted on July 28, 2017 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@mojaveairport.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 ON JULY 18, 2017

1. CALL TO ORDER

The meeting was called to order on Tuesday, July 18, 2017, at 2:00 p.m. by President Evans in the Board Room of Building 1 at Mojave Air and Space Port, Mojave, California.

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

B. Roll Call:

Directors present: Allred, Balentine, Deaver, Evans, and Parker

Directors absent: Director Parker arrived late

Others present: CEO Drees, Director of Planning Wojtkiewicz, Director of Administration Rawlings, Director of Operations Himes, and District Counsel Navé

C. Approval of Agenda: Upon motion by Director Deaver, seconded by Director Allred, the Board voted unanimously to approve the agenda.

2. COMMUNITY ANNOUNCEMENTS

Bill Deaver announced Plane Crazy Saturday.

3. CONSENT AGENDA

Upon motion by Director Balentine, seconded by Director Deaver, the following Consent Agenda was unanimously approved.

A. Minutes of the Regular Board Meeting on June 20, 2017

B. Minutes of the Special Board Meeting on July 11, 2017

C. Check Register dated July 14, 2017

4. ACTION ITEMS

A. Digital FM Radio Upgrade

CEO Drees presented this item. Upon motion by Director Allred, seconded by Director Deaver, the Board voted 4-0 to approve the CEI proposal

B. CalPERS Unfunded Liability Payment

CEO Drees and DOA Rawlings presented this item. Upon motion by Director Balentine, seconded by Director Deaver, the Board voted 4-0 to approve a one-time lump sum payment of the amount owed for this year.

C. Resolution to Approve Fixed Asset Policy

CEO Drees presented this item. Upon motion by Director Allred, seconded by Director Balentine, the Board voted 4-0 to approve the resolution.

5. REPORTS

A. Financial Report

DOA Rawlings presented the May 2017 financial report.

B. CEO/GM Report

CEO Drees presented the CEO report and discussed road paving, Board policies, employee tuition, and Brooke Owens fellows.

B. Board Committees

There were no reports.

C. Board of Directors

Director Evans discussed the District representatives traveling to Washington D.C. to discuss issues related to the District.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Brandon Larsen discussed the Mojave Makers space at the Airport.

7. CLOSED SESSION

A. Existing Litigation: *Soest v. MASP and Roth v. MASP; MASP v. Continuous Quality Electric.*

B. Potential Litigation: One case

C. Real Property Negotiations:

1. Building 68
2. Hangars 948, 954, and 955
3. Land acquisitions
4. Building 155

D. Potential Threats to Public Services

8. CLOSED SESSION REPORT

Mr. Himes updated on a potential threat issue, then left the closed session. Counsel updated the Board on the status of Soest, Roth, and CQE. The Board discussed real property negotiations for the premises listed on the agenda.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 3:56 p.m.

David Evans, President

ATTEST

Jimmy R. Balentine, Secretary

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Kevin Wojtkiewicz, Director of Planning
SUBJECT: Parking Pavement for Stuart O. Witt Event Center
MEETING DATE: August 1, 2017

Background:

MASP held a bid opening on July 25, 2017 for parking pavement at the Stuart O. Witt event center. Bid packages were sent to 6 bidders (Griffith Company, Miller Equipment Company, T&G Construction Services, Granite Construction, Porter Concrete and Kern Asphalt) and MASP received 3 bids.

Miller Equipment Company	\$117,280.41
Griffith Company	\$104,401.00
T&G Construction Services	\$77,515.93

MASP will contract services for compaction testing and surveying not to exceed \$5,000.00.

Staff recommends the board award the parking pavement contract to the lowest responsible bidder T&G Construction and empower the CEO to finalize and sign the contract.

Impacts:

Fiscal: (\$77,515.93)

Environmental: N/A

Legal: N/A

Recommended Action:

Approve award of parking pavement contract with T&G Construction Services and empower the CEO to finalize and sign the contract.

Parking Pavement for Stuart G. Witt Event Center

BIDDER	AMOUNT
Griffith Company	\$104,401.00
Miller Equipment Company	\$117,280.41
T & G Construction Services /	\$77,523.72
	\$77,515.93
	unit bid price

	T&G	Griffith	Miller
Lump Sum	\$9,828.00	\$16,339.60	\$8,750.00
79 Bumper blocks	\$1,016.73	\$1,580.00	\$4,819.00
203.3 Remove/Stockpile	\$11,417.33	\$8,132.00	\$3,986.71
3587 Subgrade prep	\$3,264.17	\$10,761.00	\$8,967.50
425.3 2" Asphalt	\$45,171.11	\$59,542.00	\$78,255.20
360 Shoulder backing	\$1,206.00	\$3,600.00	\$1,926.00
508 Paint	\$3,418.84	\$2,946.40	\$3,556.00
75 Reinstall BB	\$2,193.75	\$1,500.00	\$7,050.00
	\$77,515.93	\$104,401.00	\$117,310.41



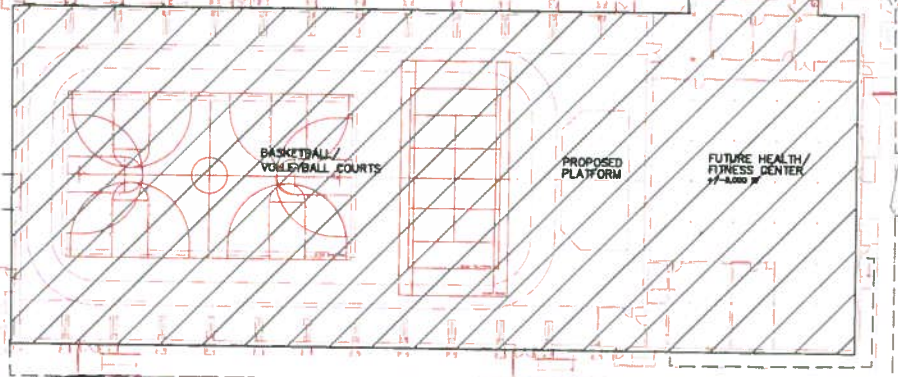
AREA FOR STORAGE OF BUMPER BLOCKS

25' AREA FOR STOCKPILE OF REMOVED BASE MATERIAL 250'

50'

EVENT ADDITIONAL PARKING (SEE PARKING SPACES) TEMPORARILY STRIPPED ON MATERIAL. GRADE AS REQUIRED FOR SPECIAL EVENTS

SHADED AREA
 REMOVE UPPER 2" OF EX. MATERIAL AND PAVE WITH 2" THICK TYPE "B" AC PAVEMENT PER CALTRANS SPECIFICATION SECTION 39 OVER EXISTING BASE COMPACTED TO 95%



PARKING LOT (20 PARKING SPACES) 2" MIN. OF JAPAN CONCRETE OVER COMPACTED BASE

POOLE STREET

SAW-CUT

SAW-CUT

REV.	DATE	REVISION DESCRIPTION	DR.	DL.

FILE NO.	SCALE	DESIGNER	DRAWN BY	CHECKED BY

MOJAVE AIR & SPACE PORT,
 A CALIFORNIA SPECIAL DISTRICT
 10000 AIRPORT BLVD., SUITE 100
 VAN NUYS, CA 91411
 (818) 784-2811 FAX

AC Paving for Daily Use Parking Area
Stuart O. Witt Event Center
 July 2017

MOJAVE
 AIR AND SPACE PORT

SHEET
1
 1 OF 1 SHEETS

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Karina Drees, GM
SUBJECT: Kimley-Horn Consulting agreement
MEETING DATE: August 1, 2017

Background:

A majority of the airport's pavement has not been improved in more than 20 years. We hired Krazan to collect some core samples and are now in the process of reviewing the results with Kimley-Horn.

I approved a \$10,000 consulting agreement with Kimley-Horn to provide services and recommendations on the airport's pavement. Additional analysis is needed to determine what specific improvements are needed in order to engage the FAA for grant assistance. Kimley-Horn has submitted an additional consulting agreement for \$24,995 to continue the effort. Staff has enjoyed working with Kimley-Horn on a variety of topics and has a strong preference to continue the pavement effort with them rather than engage a third consultant.

Impacts:

Fiscal: \$24,995 budgeted dollars
Environmental: None
Legal: None

Recommended Action:

Approve the proposal from Kimley-Horn for \$24,995.

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made between Mojave Air and Space Port (“MASP”) and Kimley-Horn and Associates, Inc. (“Consultant”), as of July 14, 2017.

RECITALS

A. MASP is a California Airport District organized and existing pursuant to California Public Utilities Code section 22001, et seq., and owns and operates Mojave Air and Space Port located in Mojave, California.

B. Consultant provides Structural Pavement Analysis of Runway 12/30 services (see Exhibit A), and is located at 4582 South Ulster Street, Suite 1500, Denver, CO 80237.

C. The purpose of this Agreement is to set forth the terms, conditions, and consideration under which the services (as set forth below) will be provided.

AGREEMENT

1. Services

Consultant shall, in a good workmanlike and professional manner, furnish the technical, administrative, professional and other labor, supplies and materials, equipment, transportation, and facilities necessary to perform and complete the scope of services set forth in Exhibit “A” attached hereto and incorporated herein (the “Services”).

2. Consideration

2.1 Fees. This is a lump sum contract. MASP shall pay Consultant the sum total of, Twenty-Four Thousand Nine Hundred Ninety-Five Dollars (\$24,995.00), contingent on performance of the Services.

2.2 Payment. Consultant shall complete and submit monthly invoices showing date of work, description of work performed, amount of invoice and supporting documentation. MASP shall pay the Consultant within thirty (30) days of an invoice being submitted. If MASP disputes any part of the invoice it shall so notify Consultant within 15 days of receipt of the invoice, but shall pay any undisputed portions of an invoice.

3. Term; Termination

3.1 Term. This Agreement shall commence on the date first above written, and shall continue until completion of the Services on October 31, 2017, unless earlier terminated by a Party.

3.2 Termination. This Agreement may be terminated as follows:

- a. Upon completion of the Services.
- b. At any time, by mutual written agreement of the Parties.
- c. For convenience, by either Party upon 7-days written notice to the other Party.
- d. In the event of breach, where such breach continues for a period of seven (7) days after written notice from the non-breaching party to the breaching party;

provided, however, if the nature of the breach is such that more than seven (7) days are required for its cure, the breaching party shall not be deemed to be in default if it shall commence such cure within said seven (7) day period and thereafter diligently prosecute such cure to completion, which completion shall not occur later than thirty (30) days from the date of such notice from the non-breaching party.

- e. A party petitions for bankruptcy or reorganization under the bankruptcy laws or assignment for the benefit of creditors.
- f. If necessitated by any change in an applicable law, rule or regulation; provided, the parties shall first attempt to re-negotiate the affected provision in a mutually agreeable manner.

4. Proprietary information

4.1 "Proprietary Information" means technical data, knowledge, patents, marketing data or techniques, cost or pricing information, and ideas that a Party treats as and considers to be unique, valuable, and proprietary, including, without limitation, any information protected under the Trade Secrets Act, 18 U.S.C. § 1905, and information exempt from disclosure under the California Public Records Act, Government Code section 6250, *et seq.*

4.2 Each Party is responsible to identify in writing all Proprietary Information transferred pursuant to this Agreement. All such Proprietary Information disclosed under this Agreement shall remain the property of, and be deemed proprietary to, the disclosing Party. The receiving Party shall protect and hold in trust for the disclosing Party, and use such Proprietary Information, solely and exclusively in accordance with the terms of this Agreement. A receiving Party shall not be liable for disclosure or use of Proprietary Information if the same:

- a. was in the public domain, through no fault of the receiving Party, at the time it was disclosed;
- b. was known to and available for use by the receiving Party at the time of receipt from the disclosing Party;
- c. is proven by the receiving Party to have been independently developed by the receiving Party;
- d. becomes known to and available for use by the receiving Party from a source, lawfully entitled to make such disclosure, other than the disclosing Party; or,
- e. is required to be disclosed by law; provided, the receiving Party shall make its best efforts to notify the disclosing Party prior to the disclosure of the information.

4.3 With respect to Proprietary Information disclosed by one Party to another:

- a. The Parties agree that each shall retain ownership of their respective Proprietary Information and that the other Party shall not acquire any rights therein, except the right to use such Proprietary Information to the extent provided in this Agreement.

- b. Proprietary Information may be disclosed to a third party who has a need to know and disclosure is necessary for completion of the Services, but the third party shall be notified of the provision of this Section 4, which shall be incorporated in any contract with said third party.
- c. In the event of termination of this Agreement, each receiving party shall return to the disclosing party the disclosing party's proprietary information within thirty (30) days of termination.

4.4 All studies, reports, plans and other similar documents, except for any properly identified Proprietary Information contained therein, prepared by Consultant for MASP pursuant to this Agreement (collectively "Materials") are the property of MASP. If MASP uses any of the Materials prepared pursuant to this agreement by Consultant for any purpose other than that of this Agreement the Consultant shall be released from responsibility concerning the use of the Materials. Consultant may retain copies of the Materials. MASP may use or reuse the Materials prepared by Consultant without additional compensation to Consultant.

5. Subcontracts

Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of MASP. Except as otherwise specifically approved by MASP, Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to MASP by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied or created between MASP and any subcontractor with respect to services under this Agreement.

6. Independent Contractor

Consultant is an independent contractor and not an agent or partner of MASP for any purpose whatsoever. No Party has the authority to bind the other Party or make any commitments of any kind for or on behalf of the other Party, except as expressly provided herein.

7. Liability; Indemnification

7.1 Limitations. No Party shall be liable for lost profits, indirect, incidental, consequential, or special damages, including multiple or punitive damages, even if the Parties have notice of the potential for such damages.

7.2 Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the other Party, its agents, employees, officer and directors (the "Indemnified Parties") from any and all costs and expenses, including attorney fees, that the Indemnified Party may pay or become obligated to pay, on account of any and all demand or claim arising out of:

- a. Any and all actions or proceedings charging infringement of any patent, trademark, copyright by reason of the use of any item or service prepared under this Agreement; or
- b. Bodily injury to or damage to property of Indemnified Party, including the Indemnified Party's consultants, to the extent arising out of performance of any Services hereunder, including the Indemnifying

Party's use of the Indemnified Parties' premises or equipment but only to the extent that a Party's acts are determined to be negligent.

8. Insurance

See Exhibit "B", Standard Provisions, paragraph 5.

9. Miscellaneous

9.1 Waiver. The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

9.2 Notices. Notices required under this Agreement shall be delivered to the location set forth below in the signature block, which may be changed in writing to the other Party. Notices shall be deemed given and effective: (a) by facsimile upon dispatch; (b) by mail three (3) calendar days after mailing first class, postage prepaid; (c) upon personal delivery to the other Party.

9.3 Attorney Fees. In any legal action or proceeding arising from this Agreement, the prevailing party shall be awarded its reasonable costs, expenses and fees, including attorney, consultant and expert fees, including those incurred on appeal and/or in the enforcement of a judgment.

9.4 No Third Party Beneficiaries. This Agreement has been entered into solely for the benefit of the Parties hereto and is not intended to create any legal, equitable, or beneficial interest in any third party, or to vest in any third party any interest with respect to the enforcement or performance thereof.

9.5 Integration; Amendment. This Agreement represents the entire understanding of MASP and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties. To the extent the provisions of this Agreement and Exhibit "B", Standard Provisions, conflict, this Agreement shall control.

9.6 Savings Clause. If any provision of this Agreement is held void, illegal or unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over the subject matter of this Agreement, the validity of the remaining portions shall not be affected thereby, and shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement, or otherwise to amend this Agreement to achieve such result.

9.7 Law. This Agreement is made and to be performed in the County of Kern, State of California, and shall be interpreted and construed under, and will be governed by the laws of the State of California. Nothing in this Agreement shall or is intended to modify the provisions of the Tort Claims Act, California Government Code section 810, et seq., or the provisions of MASP's Administrative Code, Part 3, article 2, concerning claims against public agencies.

10. Authority

MASP and Consultant each hereby represent and warrant to the other that (a) it has full legal power and authority to enter into this Agreement and to perform its obligations hereunder, (b) that

this Agreement has been duly approved and authorized by all requisite action of the Party, and (c) this Agreement has been duly executed and constitutes a valid and legally binding obligation of the Party.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

Mojave Air and Space Port

Kimley-Horn and Associates, Inc.

By _____

By Enda Melvin 

Karina Drees, CEO

Enda Melvin P.E.(CA PE No 49422)
Senior Vice President

KHAMT
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MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Kevin Wojtkiewicz, Director of Planning
SUBJECT: 2nd Amendment to Lease Test Site 19
MEETING DATE: August 1, 2017

Background:

MASP executed a lease with Virgin Galactic (VG) on November 1, 2015 for Test Site 19, which encompassed 1 acre of land. VG would like to amend this agreement to add 1 additional acre, north of the existing site, to connect conduit between test sites 11 and 19.

Staff recommends the board to give the CEO permission to finalize and sign the amendment on behalf of the board.

Impacts:

Fiscal: \$1,143.45 additional revenue per month

Environmental: N/A

Legal: N/A

Recommended Action:

Authorize CEO to finalize and sign the amendment.

2nd AMENDMENT TO LEASE

This 2nd AMENDMENT TO LEASE (AmendmentTM) dated as of August 1st, 2017, (“Effective Date”) is attached to and made a part of the written Lease Agreement dated November 1, 2015, for Test Site 19 (the “Test Site 19”) entered into by and between Mojave Air & Space Port (“Landlord”) and Virgin Galactic, LLC, a Delaware limited liability company (“Tenant”) for that certain property identified as Test Site 19 Lease.

The promises, covenants, agreements, and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Test Site 19 Lease. To the extent that any terms or provisions of this Amendment are inconsistent with any terms or provisions of the Test Site 19 Lease, the terms and provisions of this Amendment shall prevail and control for all purposes. All capitalized terms used in this Amendment shall have the same meanings assigned to them in the Test Site 19 Lease, if any, unless otherwise specified in the Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, notwithstanding anything to the contrary contained in the Test Site 19 Lease, Landlord and Tenant agree to amend the Test Site 19 Lease as follows:

- 1. Amendment to Section 1.5, Rentable area.**
The Parties agree to modify Section 1.5 to read:
Rentable area: Approximately 87,120 square feet of acreage.

- 2. Amendment to Section 1.7, Rental.**
The Parties agree to modify Section 1.7 to read:
Rental: \$26,136.00 per Lease Term paid in monthly installments of \$2,178.00, including during Renewal Term. Rent shall be adjusted in accordance with Section 4.2.

UNLESS OTHERWISE PROVIDED FOR IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE TEST SITE 19 LEASE SHALL REMAIN THE SAME, AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this 2nd AMENDMENT TO Test Site 19 Lease as of the day and year first written above.

TENANT:
VIRGIN GALACTIC, LLC

LANDLORD:
Mojave Air & Space Port

By: _____
George Whitesides, President & CEO

By _____
David Evans, President

Attest:

By _____
Jim Balentine, Secretary

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Karina Drees, GM
SUBJECT: Ethics and Rules for Board Meetings Policies
MEETING DATE: August 1, 2017

Background:

We are in the process of rebuilding the District's administrative code and are presenting two of the initial policies for adoption. Our intent is to submit new policies for review each month in an effort to complete the administrative code update by June 30, 2018.

The improved Ethics Policy and Rules for Board Meetings Policy are enclosed for consideration.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Adopt the resolutions for the Ethics Policy and the Rules for Board meetings Policy

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS
OF MOJAVE AIR AND SPACE PORT
ADOPTING BOARD POLICY 100 REGARDING
ETHICS AND CONFLICTS OF INTEREST

Whereas, Mojave Air and Space Port (the "District") is a public entity subject to various ethics and conflict of interest laws and regulations;

Whereas, the District desires to adopt an ethics and conflicts of interest policy;

Now, therefore, be it resolved that the Board of Directors of Mojave Air and Space Port as follows:

1. Board Policy 100, "Ethics and Conflicts of Interest Code," attached hereto as Exhibit 1, and incorporated herein by reference, is adopted by the District's Board of Directors.
2. Board Policy 100 shall supersede any existing District policies regarding ethics and conflicts of interest to the extent there is a conflict.

PASSED, APPROVED AND ADOPTED on August 1, 2017.

David Evans, President

ATTEST:

Jim Balentine, Secretary

(SEAL)

EXHIBIT 1

BOARD POLICY 100

ETHICS AND CONFLICT OF INTEREST CODE

Article I. Conflict of Interest Code

Section 1-1.01. Conduct

Officers and employees shall disclose potential conflicts of interest, and shall not participate in decisions that could materially affect a financial interest.

Section 1-1.02. Definitions

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (“FPPC”), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

Section 1-1.03. Disclosure Code

The Political Reform Act (Government Code section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate a conflict of interest code. The Fair Political Practices Commission has adopted a regulation – 2 California Code of Regulations 18730 – that contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of the District by reference. This section, and those designating officials and employees, and establishing economic disclosure categories, shall constitute the conflict of interest code of the District.

Section 1-1.04. Designated Positions

(a) Designated employees. The persons holding positions listed below are designated employees. It has been determined these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests. These persons shall make the disclosures for the specified disclosure categories as defined below:

<u>Designated employees</u>	<u>Disclosure categories</u>
1. Members of Board of Directors	1, 2, 3
2. General Manager/CEO	1, 2, 3
3. Director of Operations	1, 2, 3
4. Director of Administration	2, 3
5. Director of Planning	2, 3
6. Director of Technology	2, 3
7. Director of Maintenance	2, 3

8. General Counsel 1, 2, 3
9. Consultants – as determined by General Manager

(b) Consultants. Consultants, within the meaning of the Political Reform Act, who participate in decisions or provide information, advice, recommendation, or counsel that could affect financial interests shall file Statements of Economic Interests for all categories. If the General Manager determines a consultant performs a range of services limited in scope and not requiring full disclosure, the General Manager shall prepare a written description of the consultant's duties and a statement of the extent of the disclosure requirements. The General Manager's determination shall be a public record.

Section 1-1.05. Disclosure Categories

- (a) The following categories are established for conflict of interest disclosure:

Category 1. Persons in this category shall disclose all interests in real property within the District's jurisdiction. The definition for "interests in real property," as used herein, is found in the Political Reform Act.

Category 2. Persons in this category shall disclose all income from (including gifts and loans) and investments in businesses that are doing business with the District, or have done business with the District within the preceding two years, that manufacture, provide or sell services and/or supplies of a type used by the District and associated with the job assignment of designated positions assigned this disclosure category. The definitions for "income" and "gift," as used herein, are found in the Political Reform Act.

Category 3. Persons in this category shall disclose all businesses in which the designated employee as an owner, director, trustee or designated employee holds a position of management.

(b) The disclosure categories specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 1-1.06. Place of Filing

(a) Board; General Manager. The Board of Directors and General Manager shall submit a statement of economic interest with the General Manager, or his/her designee. The District shall make and retain a copy of all statements filed by its Board Members and General Manager, and forward the originals of such statements to the Clerk of the Board of Supervisors of Kern County.

(b) Others. Designated employees shall submit a statement of economic interest with

the General Manager, or his/her designee. The District shall retain the originals of statements for all other designated positions, including consultants, named in the conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction pursuant to Government Code section 81008.

Section 1-1.07. Time of Filing

(a) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to Board confirmation, 30 days after being nominated or appointed.

(b) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Service Member's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(c) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

Section 1-1.08. Periods Covered by Statements of Economic Interests

(a) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable interests for the specified disclosure categories in section 1-5 herein held on the date of assuming office or, if subject to Board appointment, income received during the 12 months prior to the date of assuming office or the date of being appointed.

(b) Contents of Annual Statements. Annual statements shall disclose any reportable interests for the specified disclosure categories in section 1-5 held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office, whichever is later.

(c) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable interests for the specified disclosure categories in section 1-5 held or received during the period between the closing date of the last statement filed and the date of leaving office.

Section 1-1.09. Manner of Reporting

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission (Form 700) and contain the information required therein.

ARTICLE II. ETHICAL CONDUCT

Section 1-2.01. Conduct

Directors, officers, employees, and consultants are expected to conduct business in conformance with the highest ethical considerations, including the Political Reform Act, Government Code section 1090 (contract conflict of interests), and other applicable state and federal laws.

Section 1-2.02. Honoraria; Gifts

(a) No designated employee of the District shall accept any honorarium from any source if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(b) No designated employee of the District shall accept gifts with a total value of more than the limit set by the FPPC in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

Section 1-2.03. Loans

(a) No elected officer shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the District.

(b) No elected officer shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the District or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(c) This section shall not apply to the following:

(1) Loans made to the campaign committee of an elected officer or candidate for elective office;

(2) Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons; provided, the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section;

(3) Loans from a person which, in the aggregate, do not exceed Five Hundred Dollars (\$500) at any given time; and

(4) Loans made, or offered in writing, before January 1, 1998.

(d) (1) Except as set forth in subdivision (b), no elected officer of the District shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan, the amount of the payments, and the rate of interest paid on the loan.

(2) This section shall not apply to the following types of loans:

a. Loans made to the campaign committee of the elected officer;

b. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons; provided, the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section; and

c. Loans made, or offered in writing, before January 1, 1998.

(3) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(e) Personal Loans.

(1) Except as set forth in subdivision (b), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

a. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired;

b. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

(i) The date the loan was made;

(ii) The date the last payment of \$100 or more was made on the

loan; and

(iii) The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(2) This section shall not apply to the following types of loans:

a. A loan made to the campaign committee of an elected officer or a candidate for elective office;

b. A loan that would otherwise not be a gift as defined in this title;

c. A loan that would otherwise be a gift as set forth under subdivision 1, but on which the creditor has taken reasonable action to collect the balance due;

d. A loan that would otherwise be a gift as set forth under subdivision 1, but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift based on this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations; and

e. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(3) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

Section 1-2.04. Disqualification

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable, materially financial effect, distinguishable from its effect on the public generally, on the official, or a member of his or her immediate family or on:

(a) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(b) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(c) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made;

(d) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts in excess of the limit in 2 CCR 18940.2 provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

Section 1-2.05. Disclosure of Disqualifying Interest

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

Section 1-2.06. Assistance of the Commission and Counsel

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and Regulations 18329 and 18329.5, or from the attorney for his or her agency; provided, nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

Section 1-2.07. Violations

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal, and civil sanctions provided in the Political

Reform Act, Government Code sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code sections 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003 of the Government Code.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS
OF MOJAVE AIR AND SPACE PORT
ADOPTING BOARD POLICY 200 REGARDING
RULES OF CONDUCT FOR BOARD MEETINGS

Whereas, Mojave Air and Space Port (the “District”) is a public entity subject to various laws and regulations regarding meetings, including the Brown Act;

Whereas, the District desires to adopt a policy governing meetings of its Board of Directors;

Now, therefore, be it resolved that the Board of Directors of Mojave Air and Space Port as follows:

1. Board Policy 200, “Rules of Conduct for Board Meetings,” attached hereto as Exhibit 1, and incorporated herein by reference, is adopted by the District’s Board of Directors.
2. Board Policy 200 shall supersede any existing District policies regarding meetings of the Board of Directors to the extent there is a conflict.

PASSED, APPROVED AND ADOPTED on August 1, 2017.

David Evans, President

ATTEST:

Jim Balentine, Secretary

(SEAL)

EXHIBIT 1

BOARD POLICY 200

RULES OF CONDUCT FOR BOARD MEETINGS

Section 2-1.01. General Policy

Meetings of the District's Board of Directors, standing committees, and advisory bodies shall be conducted in conformance with the Brown Act, Government Code section 54950, et seq.

Section 2-1.02. Definitions

"Advisory body" means a decision-making or advisory body created by formal action of the Board. A committee composed solely of less than a quorum of Board members is an advisory body only if the committee has continuing jurisdiction or meets pursuant to a schedule fixed by the Board.

"Ad hoc committee" means a committee composed of less than a quorum of Board members created for a specific purpose of limited duration with no decision-making authority.

"Board" means the District Board of Directors.

"Legislative body" means the Board, a standing committee, or an advisory committee, but not an ad hoc committee.

"Meeting" means any congregation of a majority of the members of the Board, a committee, or an advisory body at the same time and location, including teleconference location as permitted by Government Code section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

"Meeting" does not include: individual contacts between members and any other person; attendance at a conference or similar gathering open to the public involving discussions of issues of interest to the public generally by public agencies specifically, if members do not discuss District business; attendance at open and publicized meetings addressing topics of community concern by someone not associated with the District, if members do not discuss District business; or attendance at social or ceremonial events, if members do not discuss District business.

"Member" means a director of the District.

Meetings of the Board, committees, and advisory bodies shall be held within the District, except to comply with State or Federal law or court order, to inspect real property or personal property which cannot be moved, to meet with another public agency at the other agency on multi-agency matters; to discuss legislative or regulatory matters with State or Federal officials, to discuss matters relating to a District facility, or to consult with legal counsel at counsel's office if so doing will result in a reduction in legal fees associated with the meeting.

Section 2-1.03. Meetings

(a) Regular meetings. The Board shall set the date and time for regular meetings from time to time. Unless otherwise specified in the notice, regular meetings shall be held at the District's administrative offices located at 1434 Flightline, Mojave, California.

(b) Special meetings. Special meetings may be called by the President, a majority of members, or the General Manager upon twenty-four hours' written notice delivered to each member, to each local newspaper of general circulation and radio or television station that has requested notice in writing, and by posting on the District's website.

(c) Emergency meeting. An emergency meeting may be called without twenty-four hour notice or agenda if necessary due to disruption or threatened disruption of District facilities by work stoppage or crippling disaster or other activity severely impairing public health or safety as determined by a majority of the members.

(d) Time and Place. Each committee and advisory body may establish a time and place for regular meetings, and may call special meetings in the same manner as the Board.

(e) Adjournment. A meeting may be adjourned to another time by the Board, by less than a quorum, or by the Board secretary if no members are present. An adjourned regular meeting is a regular meeting for all purposes if a copy of the order of adjournment is posted in a conspicuous place at or near where the meeting was held within 24 hours of the adjournment. If the adjourned meeting is held more than five days after the regular meeting, a new agenda shall be posted.

(f) Prohibited meetings. A majority of members shall not communicate, directly or indirectly, outside of a properly notice meeting to discuss or deliberate any item of business within the subject matter jurisdiction of the District, except as provided by the Brown Act.

Section 2-1.04. Notice and Agenda

(a) Posting, content. An agenda of a meeting shall be posted in a conspicuous place open to the public, and on the District's website. The agenda shall include the date, time, and location of the meeting, and a brief description of each item to be discussed. The agenda shall be available in formats appropriate for those with a disability. The agenda shall be posted at least 72 hours before a regular meeting and 24 hours before a special meeting. For an emergency meeting, a local newspaper of general circulation and radio or television station that has requested notice shall be notified of the meeting at least one hour prior to the emergency meeting.

(b) Public comment. The agenda shall include the opportunity for the public to address the Board prior to taking action on any matter. The agenda for regular and adjourned regular meetings shall include the opportunity for the public to address the Board on matters within the jurisdiction of the District but not on the agenda.

(c) Comment on items not on the agenda. No action shall be taken on matters not shown on the posted agenda, except members may briefly respond to statements made or questions

posed during public comment; request clarification; provide a reference to staff or other resources for factual information; request staff to report back to the Board at a subsequent meeting or direct staff to place a matter of business on a future agenda.

(d) Adding items. The legislative body may add matters to the agenda upon a majority finding an emergency exists or upon at least a two-thirds vote finding there is a need to take immediate action and the need for action came to the attention of the District subsequent to the posting of the agenda. If only three directors are present, the finding of the need for action shall be by unanimous vote.

(e) New taxes or assessments. Meetings to consider new or increased general tax or assessment shall be preceded by at least forty-five days notice as specified by law.

(f) Notice. Notice of the meeting and agenda packet shall be mailed to any person who makes a written request and pays a fee for the actual cost of providing the materials.

Section 2-1.05. Closed Session

(a) Matters. The Board may conduct a closed session to consider only those matters allowed under the Brown Act, including:

- (1) A license or permit application;
- (2) Real property negotiations;
- (3) Pending or potential claims or litigation;
- (4) Threats to public services or facilities;
- (5) The appointment, promotion or job performance of employees;
- (6) Charges levied against an employee; or
- (7) Establish the District's position concerning employee negotiations

(b) Action. Action may be taken in closed session when necessary to avoid prejudice to the District and allowed by law. Action taken in closed session and the vote, abstention, or absence of each member shall be publicly reported as follows:

(1) Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final, as follows:

If the Board's approval renders the agreement final, the Board shall report approval and the substance of the agreement in open session at the public meeting when the closed session is held.

If the final approval rests with the other party to the negotiations, the District shall disclose the approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the District of its approval.

(2) Approval given to counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation shall be reported in open session at the public meeting when the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not

identify the action, the defendants, or other particulars, but shall specify the direction to initiate or intervene in an action has been given and the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the District's ability to effectuate service of process one or more unserved parties, or would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(3) Approval given to counsel for a settlement of pending litigation, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows:

If the Board accepts a settlement offer signed by the opposing party, the Board shall report acceptance and identify the substance of the agreement in open session at the public meeting when the closed session is held.

If final approval rests with some other party to the litigation or with the court, the District shall disclose the approval, and identify the substance of the agreement upon inquiry by any person when the settlement becomes final.

(4) Disposition reached as to claims discussed in closed session shall be reported in the same manner as the settlement of pending litigation.

(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee shall be reported at the public meeting when the closed session is held. Such report shall identify the title of the position and specify any change in compensation. However, a report of dismissal or of non-renewal of an employment contract shall be deferred until the first public meeting following the exhaustion of the employees administrative remedies.

(6) Approval of an agreement concluding labor negotiations shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.

(c) Reports. Reports required by this section may be made orally or in writing. The Board shall provide to any person who has submitted a written request to the Board within twenty-four hours of the posting of the agenda, or to any person who has made a standing request for all documentation as part of a request for notice of meetings, if the requester is present at the time the closed session ends, copies of any contracts, settlement agreements, or other documents finally approved or adopted in the closed session.

2-1.05. Record of Proceedings

(a) The Secretary shall record minutes showing action taken by in open session of a meeting. The minutes shall be available for public inspection when approved. If meetings are recorded on audio tape, the tape shall be available for public inspection for at least thirty days on a tape player provided by District before the tape is erased.

(b) Any person attending an open meeting may record the proceeding on audio or video media unless the recording cannot continue without noise, illumination, or obstruction of view constituting a persistent disruption of proceedings.

(d) After completing a closed session, counsel shall prepare a confidential memorandum stating the purpose of the closed session and the action taken, if any. This memorandum is confidential and shall be filed in the office of the General Manager.

Section 2-1.04. Rules of Conduct

(a) The affirmative vote of a majority of members present is necessary for the Board to take action. The Board shall take action by motion or resolution. Motions and resolutions may be adopted on voice vote, but roll call shall be taken if requested by any director or required by law.

(b) The District may use video teleconferencing to receive public comment or testimony and for deliberations of the Board. If video teleconferencing is used, the agenda shall be posted at all video teleconference locations and reasonable rules shall be adopted to protect the statutory and constitutional rights of the parties and the public appearing before the Board.

(c) If any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Members of the news media not participating in the disturbance shall be allowed to attend the session. The Board may establish a procedure for re-admitting individuals not responsible for willfully disturbing the orderly conduct of the meeting.

(e) The Board shall not prohibit public criticism of the policies, procedures, programs or services of the District or of the acts or decisions of the Board. However, no privilege or protection is hereby conferred for expression beyond that otherwise provided by law.

**Mojave Air & Space Port
Treasurer's Report
For the month ended June 30, 2017**

	County			Total
	General	Treasury	LAIF	
Beginning Balance	<u>\$ 2,079,045.24</u>	<u>\$ 2,235,270.59</u>	<u>\$ 4,890,155.54</u>	<u>\$ 9,114,095.48</u>
Receipts:				
Operating Revenues	994,872.01	-	-	994,872.01
Interest Income	90.14	-	-	90.14
Tax Proceeds	-	22,290.35	-	22,290.35
Total Receipts	<u>994,962.15</u>	<u>22,290.35</u>	<u>-</u>	<u>1,017,252.50</u>
Expenditures:				
Operating Expenses	(765,485.43)	-	-	(765,485.43)
Project Expenses	-	-	-	-
Total Expenditures	<u>(765,485.43)</u>	<u>-</u>	<u>-</u>	<u>(765,485.43)</u>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Balance	<u>\$ 2,308,521.96</u>	<u>\$ 2,257,560.94</u>	<u>\$ 4,890,155.54</u>	<u>\$ 9,365,862.55</u>

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
Statement of Revenues and Expenses
2016 - 2017

	June	Actual to Date
Operating revenue		
Fuel sales & services		
Fuel Sales	\$305,358.	\$3,272,035.
Fuel Services	\$29,023	\$85,590
Fuel sales & services total	\$334,381	\$3,357,625
Rents & leases		
Rents & Leases-Bldgs	\$165,069	\$1,912,211
Rents & Leases-Ground	\$209,999	\$2,531,353
Rents & Leases-Hangars	\$33,851	\$373,506
Rents & Leases-Terminal Bldg	\$2,565	\$26,764
Rents & leases total	\$411,484	\$4,843,834
Airport services		
Rental Security	\$19,980	\$227,707
Location Access Fees	\$6,579	\$85,986
Equipment Rental	\$333	\$10,673
Event Center Rental Fees	-	\$15,260
Fire Dept Reimbursement	\$18,460	\$36,725
Security Reimbursement	\$3,077	\$25,473
Tower Reimbursement	\$5,297	\$35,199
Aircraft Storage Fees	\$1,223	\$13,177
Other Airport Services	\$6,230	\$20,184
Airport services total	\$61,179	\$470,384
Other revenue		
Interest Income	\$90	\$41,609
Finance Charge-Past Due Accts	\$1,678	\$8,318
Gift Shop Sales	\$475	\$4,762
Other Revenue	\$52,588	\$102,467
Other revenue total	\$54,831	\$157,156
Total operating revenue	\$861,875	\$8,828,999
Cost of goods sold		
Cost of Fuel	\$119,585	\$1,670,507
Cost of Merchandise	\$133	\$4,517
Total cost of goods sold	\$119,718	\$1,675,024
Operating profit	\$742,157	\$7,153,975

Mojave Air & Space Port
Statement of Revenues and Expenses
2016 - 2017

	June	Actual to Date
Operating expense		
Operations		
Operations personnel		
Salaries	\$50,512	\$337,169
Statutory Benefits	\$2,348	\$26,672
Employee Benefits	\$10,130	\$163,686
Operations personnel total	\$62,990	\$527,527
Other operations expenses		
Prof. Services-Security	\$29,775	\$281,652
Prof. Services-Tower Operators	\$21,128	\$245,315
Prof. Services-Engineer	-	\$116,832
Prof. Services-Construction Mgmt	(\$6,993)	\$52,449
Other Outside Services	\$3,880	\$40,828
Other Expense	\$121	\$2,593
Other operations expenses total	\$47,911	\$739,669
Operations total	\$110,901	\$1,267,196
Maintenance		
Maintenance personnel		
Salaries	\$50,379	\$421,886
Statutory Benefits	\$861	\$27,198
Employee Benefits	\$18,089	\$283,166
Maintenance personnel total	\$69,329	\$732,250
Repairs & maintenance		
Repairs & Maintenance-Auto	\$216	\$13,574
Repairs & Maintenance-Bldg & Grounds	(\$146,762)	\$429,136
Repairs & Maintenance	\$1,323	\$12,719
Repairs & Maintenance-Equipment	(\$7,297)	\$88,426
Tools	-	\$2,067
Repairs & maintenance total	(\$152,520)	\$545,922
Other maintenance expenses		
Auto/Equipment Fuel	\$2,039	\$29,729
Permits & Fees	\$3,202	\$21,163
Rents & Leases	\$2,874	\$45,482
Other maintenance expenses total	\$8,115	\$96,374
Maintenance total	(\$75,076)	\$1,374,546

Mojave Air & Space Port
Statement of Revenues and Expenses
2016 - 2017

	<u>June</u>	<u>Actual to Date</u>
General & administrative		
G&A personnel		
Salaries	\$86,135	\$693,730
Statutory Benefits	\$2,098	\$30,126
Employee Benefits	\$52,753	\$667,738
G&A personnel total	\$140,986	\$1,391,594
Telephone & utilities		
Telephone - Communications	\$7,237	\$62,529
Utilities-Electric	\$14,030	\$120,520
Utilities-Gas	\$194	\$9,878
Utilities-Refuse	\$1,237	\$19,944
Utilities-Water	\$5,943	\$109,180
Telephone & utilities total	\$28,641	\$322,051
Other G&A expense		
Dues & Subscriptions	-	\$43,230
Office	\$15,704	\$132,119
Small Equipment/Software	\$133,463	\$221,646
Employee Training	-	\$15,844
Events	-	\$5,953
Hangar 79 Lease Agreement	\$6,654	\$142,197
Insurance	\$3,346	\$271,054
Outside Services-Consulting	\$22,118	\$153,549
Prof. Services-Auditors	\$600	\$25,600
Prof. Services-Legal	\$4,725	\$83,529
Travel, Meals & Lodging	\$306	\$34,028
Tuition Assistance Program	-	\$4,833
Uniforms	\$591	\$5,749
Other G&A expense total	\$187,507	\$1,139,331
General & administrative total	\$357,134	\$2,852,976
Marketing		
Promotional Items	-	\$256
Sponsorships	-	\$11,140
Advertising	\$25,035	\$30,604
Marketing-Other	-	\$17,300

Mojave Air & Space Port
Statement of Revenues and Expenses
2016 - 2017

	June	Actual to Date
Marketing total	\$25,035	\$59,300
Operating expense total	\$417,994	\$5,554,018
Excess (deficit) of operating revenue over operating expense	\$324,163	\$1,599,957
Non-operating revenue and expense		
Non-operating revenue		
KC Taxes	-	\$614,217
Federal/State Grants	-	\$160,686
Non-operating revenue Total	-	\$774,903
Non-operating expense		
California City Grant	-	\$50,000
Non-operating Expense Total	-	\$50,000
Excess (deficit) of non-operating revenue over non-operating expense	-	\$724,903
Excess (deficit) of total revenue over total expense	\$324,163	\$2,324,860
Accrual basis to cash basis difference	\$62,079	\$156,006
Cash balance - beginning	\$9,100,967	\$7,841,238
Cash balance after excess (deficit) of total revenue over total expense	\$9,487,209	\$10,322,104
Capital expenditure plan		
FAA Projects	-	\$145,589
Equipment	\$21,169	\$189,166
Infrastructure Projects	\$118,502	\$290,334
Tenant Retention Projects	-	\$25,849
Property Investments	-	\$323,628
Capital expenditure plan total	\$139,671	\$974,566
Cash balance - ending	\$9,347,538.	\$9,347,538.

Mojave Air & Space Port Fuel Inventory Report

Mojave Air & Space Port

JET A		
Beginning Inventory	71,398	
Gallons Delivered		
Gallons Purchased	109,355	
Defuels	-	
Total Gallons Delivered	109,355	
Gallons Pumped		
Gallons Sold	95,199	
Refuels	-	
Tank farm/Line truck sumps	60	
Delivery Samples	70	
Total Gallons Pumped	95,329	
Ending Inventory	85,424	
Physical Check	88,131	
Inventory Value at	2.01	\$177,143.31

AVGAS		
Beginning Inventory	10,372	
Gallons Delivered		
Gallons Purchased	-	
Gallons Pumped		
Gallons Sold	3,285	
Tank farm/Line truck sumps	5	
Delivery Samples	-	
Total Gallons Pumped	3,290	
Ending Inventory	7,082	
Physical Check	6,894	
Inventory Value at	4.19	\$28,885.86

LUBRICANTS		
Beginning Inventory	326	
Quarts Purchased	0	
Quarts Sold	0	
Ending Inventory	326	
Physical Check	326	
Aeroshell 100; 100W; 15/50 Multi		
88 @ \$5.62; 121 @ \$6.02; 117 @ \$6.68		\$1,247.34

PRIST		
Beginning Inventory	117	
Cans Purchased	0	
Cans Sold	0	
Ending Inventory	117	
Physical Check - Cans	117	
Physical Check - Bulk	5.2	
117 CANS @ \$7.40; 5.2 (5) Gallons @ 120.15		\$1,490.58

UNLEADED FUEL		
Beginning Inventory	853.0	
Gallons Purchased	532.0	
Gallons Used	643.0	
Ending Inventory	742.0	
Physical Check	697.0	
Inventory Value at	\$2.82	\$1,965.54

DIESEL FUEL		
Beginning Inventory	853.0	
Gallons Purchased	195.0	
Gallons Used	223.0	
Ending Inventory	825.0	
Physical Check	822.0	
Inventory Value at	\$2.35	\$1,934.99

June 2017 Fuel Inventory \$212,667.62

June Gallons Sold 98,483
Year to Date 891,168

Mojave Air & Space Port

Customers Over 90 Days Past Due

Customer Name	1-30 Days	31-60 Days	61-90 Days	90+ Days	TOTAL	Comments
Continuous Quality Industrial	170.75	169.67	167.67	1,262.94	1,771.03	Sent Statements - working with legal
Paxton	21,451.67	14,769.51	14,769.51	14,769.51	65,760.20	Sent Statements -
REM	2,149.95	2,094.27	2,094.27	19,225.15	25,563.64	Last payment received 4/28/17- proceeding with additional notices
XCOR	10,665.75	10,931.34	10,931.34	10,931.34	43,459.77	Working with tenant on payment arrangements-rec'd payment 7/20
TOTALS	34,438.12	27,964.79	27,962.79	46,188.94	136,554.64	
Aged AR as of 7/21/2017	468,946.36	48,758.37	38,093.70	46,188.94	601,987.37	

MOJAVE

AIR AND SPACE PORT

CEO REPORT

TO: MASP Board of Directors

FROM: Karina Drees

MEETING DATE: August 1, 2017

Updates

- We will be hosting a group of key representatives from FAA headquarters next week to continue our discussions about infrastructure improvements.
- Our auditors are due on site the week of August 7.

Authorized Payments

- See check register dated July 21, 2017 for \$168,340.54. EFTs July 1 – July 21 total \$504,732.44.

Discussion Items

- A sidewalk on the south side of Belshaw has been a topic of discussion for a couple of years and we would like to execute on this project. We have collected three bids ranging from \$68,075 – \$77,695 and will present the information for vote on August 15. The intent is to significantly improve safety around this blind corner and connect to the future community sidewalk to be installed later this year.
- We have previously discussed a need to improve our perimeter road to the northern property and have recently come across a potential solution that will cost significantly less than asphalt. While our northern road is being engineered, we are looking at applying this material to our southern road, which will need to be at least minimally improved before we start construction on the northern road. We anticipate bringing options to the Board for consideration August 15.
- The next Board Policy to consider is the Legal Claims policy, attached to this report. Please review this policy for consideration. We will present for vote on August 15.

Date: Friday, July 21, 2017
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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
Company: EKAD										
Acct / Sub:	101000		1200							
055732	CK	7/21/2017	0109 AT&T	01-18	038561	VO	23428123831139	7/7/2017	0.00	126.72
055732	CK	7/21/2017	0109 AT&T	01-18	038562	VO	23427134122793	7/7/2017	0.00	126.72
									Check Total	253.44
055733	CK	7/21/2017	0112 AAAE	01-18	038440	VO	1026190/CS	6/1/2017	0.00	275.00
055734	CK	7/21/2017	0187 AFLAC	01-18	038493	VO	986680	6/25/2017	0.00	882.98
055735	CK	7/21/2017	0215 Allied Universal Security Servic	01-18	038502	VO	7107128	6/29/2017	0.00	5,005.10
055735	CK	7/21/2017	0215 Allied Universal Security Servic	01-18	038503	VO	7107129	6/29/2017	0.00	752.50
055735	CK	7/21/2017	0215 Allied Universal Security Servic	01-18	038543	VO	7129188	7/6/2017	0.00	5,121.46
									Check Total	10,879.06
055736	CK	7/21/2017	0284 Michael L. Brouse	01-18	038510	VO	6302017	6/30/2017	0.00	2,625.00
055737	CK	7/21/2017	0287 Brown Armstrong Accountancy	01-18	038484	VO	238366	6/25/2017	0.00	600.00
055738	CK	7/21/2017	0350 Clark's Pest Control	01-18	038494	VO	00922714	6/30/2017	0.00	44.00
055738	CK	7/21/2017	0350 Clark's Pest Control	01-18	038495	VO	00972309	6/30/2017	0.00	45.00
055738	CK	7/21/2017	0350 Clark's Pest Control	01-18	038496	VO	00910258	6/30/2017	0.00	44.00
055738	CK	7/21/2017	0350 Clark's Pest Control	01-18	038497	VO	01058810	6/30/2017	0.00	61.00
									Check Total	194.00
055739	CK	7/21/2017	0396 CDW Government	01-18	038511	VO	JHW6948	6/28/2017	0.00	194.25
055739	CK	7/21/2017	0396 CDW Government	01-18	038512	VO	JJP8901	6/30/2017	0.00	207.67
055739	CK	7/21/2017	0396 CDW Government	01-18	038564	VO	JLL6075	7/11/2017	0.00	327.04

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055739	CK	7/21/2017	0396 CDW Government	01-18	038565	VO	JMH0163	7/14/2017	0.00	1,019.08
									Check Total	1,748.04
055740	CK	7/21/2017	0410 Dynamic Science, Inc.	01-18	038474	VO	120	7/7/2017	0.00	21,128.15
055741	CK	7/21/2017	0436 ADAM C. DAYLEY, O.D.,P.C.	01-18	038507	VO	6282017	6/28/2017	0.00	301.00
055742	CK	7/21/2017	0518 Elevation Corp. Health, LLC	01-18	038508	VO	5475	6/30/2017	0.00	12,043.11
055743	CK	7/21/2017	0660 Flight Test Historical Found.	01-18	038538	VO	2017goe2	10/1/2017	0.00	750.00
055744	CK	7/21/2017	0751 The Gibbons Family LLc	01-18	038524	VO	June 2017	6/30/2017	0.00	1,996.35
055745	CK	7/21/2017	0784 Greenshine New Energy	01-18	038402	VO	PG170628MA	6/28/2017	0.00	16,456.29
055746	CK	7/21/2017	0842 J. Hitchcock Riverwest Fam Ptr	01-18	038525	VO	June 2017	6/30/2017	0.00	1,330.90
055747	CK	7/21/2017	0990 The Hartford	01-18	038491	VO	40040510	6/26/2017	0.00	3,346.00
055748	CK	7/21/2017	1005 Pacific Telemanagement Svcs.	01-18	038534	VO	928812	7/6/2017	0.00	53.00
055749	CK	7/21/2017	1043 Jim's CB & Radios	01-18	038557	VO	10132160	7/11/2017	0.00	15.00
055749	CK	7/21/2017	1043 Jim's CB & Radios	01-18	038558	VO	10132159	7/11/2017	0.00	21.44
055749	CK	7/21/2017	1043 Jim's CB & Radios	01-18	038566	VO	10132101	7/5/2017	0.00	37.53
055749	CK	7/21/2017	1043 Jim's CB & Radios	01-18	038567	VO	1013209	7/5/2017	0.00	7.50
									Check Total	81.47
055750	CK	7/21/2017	1106 Elmer F. Karpe, Inc.	01-18	038523	VO	June 2017	6/30/2017	0.00	3,327.24

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055751	CK	7/21/2017	1122 Kelley~Randall	01-18	038498	VO	12266	6/19/2017	0.00	1,677.25
055751	CK	7/21/2017	1122 Kelley~Randall	01-18	038499	VO	12303	6/30/2017	0.00	167.12
055751	CK	7/21/2017	1122 Kelley~Randall	01-18	038526	VO	12333	7/12/2017	0.00	40.54
Check Total										1,884.91
055752	CK	7/21/2017	1126 Kern Co. Air Pollution Control	01-18	038529	VO	732017	7/3/2017	0.00	2,451.00
055753	CK	7/21/2017	1135 County of Kern	01-18	038527	VO	IN0399724	7/3/2017	0.00	2,120.00
055754	CK	7/21/2017	1154 Kieffe & Sons Ford	01-18	038556	VO	29834	7/7/2017	0.00	451.42
055755	CK	7/21/2017	1200 L & L Construction	01-18	038532	VO	7.2.2017	7/2/2017	0.00	1,275.00
055755	CK	7/21/2017	1200 L & L Construction	01-18	038536	VO	7.9.2017	7/9/2017	0.00	1,275.00
055755	CK	7/21/2017	1200 L & L Construction	01-18	038537	VO	7.16.2017	7/16/2017	0.00	2,175.00
Check Total										4,725.00
055756	CK	7/21/2017	1306 Martha's Cleaning Service	01-18	038500	VO	1507	7/1/2017	0.00	2,730.00
055756	CK	7/21/2017	1306 Martha's Cleaning Service	01-18	038501	VO	1506	6/30/2017	0.00	2,535.00
Check Total										5,265.00
055757	CK	7/21/2017	1347 Miller Equipment Company	01-18	038419	VO	26132	6/28/2017	0.00	1,900.00
055757	CK	7/21/2017	1347 Miller Equipment Company	01-18	038530	VO	26134	7/10/2017	0.00	1,900.00
055757	CK	7/21/2017	1347 Miller Equipment Company	01-18	038531	VO	26133	7/3/2017	0.00	1,900.00
Check Total										5,700.00
055758	CK	7/21/2017	1372 Mojave Public Utility District	01-18	038517	VO	006072-002	6/30/2017	0.00	99.92
055758	CK	7/21/2017	1372 Mojave Public Utility District	01-18	038518	VO	006072-001	6/30/2017	0.00	5,686.96
055758	CK	7/21/2017	1372 Mojave Public Utility District	01-18	038519	VO	006072-000	6/30/2017	0.00	78.74

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055758	CK	7/21/2017	1372 Mojave Public Utility District	01-18	038520	VO	006072-003	6/30/2017	0.00	77.22
									Check Total	5,942.84
055759	CK	7/21/2017	1375 Mojave Sanitation	01-18	038482	VO	2996673	6/30/2017	0.00	1,038.82
055759	CK	7/21/2017	1375 Mojave Sanitation	01-18	038483	VO	2997696	6/30/2017	0.00	198.10
									Check Total	1,236.92
055760	CK	7/21/2017	1392 Morris~Bill	01-18	038420	VO	372197	6/28/2017	0.00	1,000.00
055760	CK	7/21/2017	1392 Morris~Bill	01-18	038421	VO	372198	6/28/2017	0.00	800.00
									Check Total	1,800.00
055761	CK	7/21/2017	1406 Napa Auto Parts	01-18	038504	VO	869051	6/21/2017	0.00	82.55
055761	CK	7/21/2017	1406 Napa Auto Parts	01-18	038505	VO	869531	6/29/2017	0.00	140.48
055761	CK	7/21/2017	1406 Napa Auto Parts	01-18	038506	VO	869471	6/28/2017	0.00	52.51
055761	CK	7/21/2017	1406 Napa Auto Parts	01-18	038528	VO	869837	7/5/2017	0.00	7.50
055761	CK	7/21/2017	1406 Napa Auto Parts	01-18	038553	VO	869945	7/7/2017	0.00	56.27
055761	CK	7/21/2017	1406 Napa Auto Parts	01-18	038554	VO	869971	7/7/2017	0.00	4.28
055761	CK	7/21/2017	1406 Napa Auto Parts	01-18	038555	VO	870078	7/10/2017	0.00	144.70
									Check Total	488.29
055762	CK	7/21/2017	1407 Nave & Cortell, LLP	01-18	038513	VO	20479	7/1/2017	0.00	4,725.00
055763	CK	7/21/2017	1501 Office Depot Business Credit	01-18	038422	VO	6136/JUNE 2017	6/16/2017	0.00	342.37
055764	CK	7/21/2017	1626 Petro Lock, Inc.	01-18	038559	VO	783851	7/7/2017	0.00	720.90
055765	CK	7/21/2017	1645 Purchase Power	01-18	038515	VO	6.23.2017	6/25/2017	0.00	211.54
055766	CK	7/21/2017	1666 Pitney Bowes Global Financial	01-18	038563	VO	3101413253	7/2/2017	0.00	529.97

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055767	CK	7/21/2017	1694 PyroLance	01-18	038568	VO	16118	4/17/2017	0.00	505.00
055768	CK	7/21/2017	1800 RSI Petroleum	01-18	038490	VO	0307267	6/29/2017	0.00	1,059.71
055769	CK	7/21/2017	1803 Race Telecommunications, Inc	01-18	038533	VO	RC133008	7/1/2017	0.00	178.99
055769	CK	7/21/2017	1803 Race Telecommunications, Inc	01-18	038540	VO	RC132882	7/1/2017	0.00	2,588.14
Check Total										2,767.13
055770	CK	7/21/2017	1880 David Russell	01-18	038579	VO	6.30.2017	6/30/2017	0.00	12,802.00
055771	CK	7/21/2017	1882 Rawlings~Carrie	01-18	038509	VO	6252017	7/5/2017	0.00	119.84
055772	CK	7/21/2017	19258 SBS Group	01-18	038546	VO	529378	7/18/2017	0.00	131.25
055772	CK	7/21/2017	19258 SBS Group	01-18	038570	VO	520292	1/31/2017	0.00	97.50
Check Total										228.75
055773	CK	7/21/2017	1950 Society of Exp. Test Pilots	01-18	038539	VO	42254	7/5/2017	0.00	1,250.00
055774	CK	7/21/2017	1952 So. Calif. Edison	01-18	038590	VO	2-02-527-9670	7/8/2017	0.00	13,317.61
055775	CK	7/21/2017	1962 Sprint	01-18	038492	VO	55062171239982	6/24/2017	0.00	36.92
055776	CK	7/21/2017	1984 SSD Systems	01-18	038560	VO	1273479-A	7/12/2017	0.00	154.14
055777	CK	7/21/2017	2036 T&G Construction Services, Inc	01-18	038544	VO	071217	7/12/2017	0.00	4,985.00
055778	CK	7/21/2017	2114 2Brothers Mobile Detailing	01-18	038545	VO	624	7/7/2017	0.00	200.00

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055779	CK	7/21/2017	2450 Xerox Corporation	01-18	038516	VO	089761702	7/1/2017	0.00	331.67
055780	CK	7/21/2017	3010 Balentine~Jim	01-18	038476	VO	6.30.2017	6/30/2017	0.00	549.94
055780	CK	7/21/2017	3010 Balentine~Jim	01-18	038477	VO	6.30.2017	6/30/2017	0.00	159.98
055781	CK	7/21/2017	3030 Valenzuela, Sonia	01-18	038550	VO	7.10.2017	7/10/2017	0.00	109.00
055782	CK	7/21/2017	3080 Edmonds~Mike	01-18	038582	VO	6272017	6/27/2017	0.00	635.00
055782	CK	7/21/2017	3080 Edmonds~Mike	01-18	038583	VO	6.29.2017	6/29/2017	0.00	430.00
055783	CK	7/21/2017	3220 Hatfield~Ray	01-18	038542	VO	7.7.2017	7/7/2017	0.00	1,500.00
055784	CK	7/21/2017	3556 Michael Sterbens	01-18	038551	VO	7.1.2017	7/1/2017	0.00	4.00
055784	CK	7/21/2017	3556 Michael Sterbens	01-18	038552	VO	7.1.2017	7/1/2017	0.00	269.98
055784	CK	7/21/2017	3556 Michael Sterbens	01-18	038580	VO	06232017	6/23/2017	0.00	242.00
055784	CK	7/21/2017	3556 Michael Sterbens	01-18	038581	VO	6.23.2017	6/23/2017	0.00	174.00
055785	CK	7/21/2017	3650 Javier Ruiz	01-18	038522	VO	Ruiz Vision	6/30/2017	0.00	1,411.24
055785	CK	7/21/2017	3650 Javier Ruiz	01-18	038569	VO	5.31.2017	5/31/2017	0.00	79.00
055786	CK	7/21/2017	3864 Rawlings~Carrie	01-18	038535	VO	7.3.2017	7/3/2017	0.00	360.00
055786	CK	7/21/2017	3864 Rawlings~Carrie	01-18	038541	VO	7.3.2017	7/3/2017	0.00	1,071.00
055787	CK	7/21/2017	4000 Fang D.D.S.~Ted Y. T.	01-18	038514	VO	Balentine 6.27	6/27/2017	0.00	996.04
055787	CK	7/21/2017	4000 Fang D.D.S.~Ted Y. T.	01-18	038548	VO	7.10.2017	7/10/2017	0.00	280.00
Check Total										709.92
Check Total										1,065.00
Check Total										689.98
Check Total										1,490.24
Check Total										1,431.00

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055787	CK	7/21/2017	4000 Fang D.D.S.~Ted Y. T.	01-18	038549	VO	7.11.2017	7/11/2017	0.00	557.00
Check Total										1,833.04
055788	CK	7/21/2017	4003 Jacobsen, DDS~Gary B.	01-18	038480	VO	Burch, L 6.29	6/30/2017	0.00	137.00
055788	CK	7/21/2017	4003 Jacobsen, DDS~Gary B.	01-18	038481	VO	6282017	6/28/2017	0.00	526.00
055788	CK	7/21/2017	4003 Jacobsen, DDS~Gary B.	01-18	038521	VO	Burch 6.27.2017	6/27/2017	0.00	263.00
Check Total										926.00
055789	CK	7/21/2017	4008 Jones, DDS~Michael B.	01-18	038478	VO	06292017	6/29/2017	0.00	206.00
055789	CK	7/21/2017	4008 Jones, DDS~Michael B.	01-18	038479	VO	07062017	7/6/2017	0.00	94.00
Check Total										300.00
055790	CK	7/21/2017	4225 Tehachapi Optometric	01-18	038485	VO	Aday, Rick 6.21	6/21/2017	0.00	570.00
055790	CK	7/21/2017	4225 Tehachapi Optometric	01-18	038486	VO	6212017	6/22/2017	0.00	514.00
055790	CK	7/21/2017	4225 Tehachapi Optometric	01-18	038487	VO	6222017	6/22/2017	0.00	270.00
055790	CK	7/21/2017	4225 Tehachapi Optometric	01-18	038488	VO	6222017	6/22/2017	0.00	146.00
055790	CK	7/21/2017	4225 Tehachapi Optometric	01-18	038489	VO	6222017	6/22/2017	0.00	343.20
055790	CK	7/21/2017	4225 Tehachapi Optometric	01-18	038547	VO	770256616	7/12/2017	0.00	484.00
Check Total										2,327.20
055791	CK	7/21/2017	4231 Christina Scott	01-18	038475	VO	6302017	6/30/2017	0.00	652.00
055791	CK	7/21/2017	4231 Christina Scott	01-18	038584	VO	1061547	6/30/2017	0.00	62.00
Check Total										714.00
055792	CK	7/21/2017	4926 Hayley Lewis	01-18	038585	VO	6.30.2017	6/30/2017	0.00	376.13
055792	CK	7/21/2017	4926 Hayley Lewis	01-18	038589	VO	7.16.2017	7/16/2017	0.00	150.00
Check Total										526.13
055793	CK	7/21/2017	4927 Jasmine Smith	01-18	038587	VO	7.16.2017	7/16/2017	0.00	95.07

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Ref Closed	Doc Nbr	Invoice Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Check Count:		62								Acct Sub Total:	168,340.54

Check Type	Count	Amount Paid
Regular	62	168,340.54
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	62	168,340.54

Company Disc Total	0.00	Company Total	168,340.54
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BOARD POLICY 600 LEGAL CLAIMS

Article I. Government Claims Act

Section 6-1.01 Policy

Unless otherwise provided by law, all claims or demands against the District shall comply with the Government Claims Act, Government Code section 810, et seq. (the "Act").

Section 6-1.02 Filing a Claim

Claims and amendments to claims shall be filed with the District's Chief Executive Officer ("CEO") or Secretary of the Board at the District's principal office.

Section 6-1.03 Insufficient Claims

The CEO shall review claims to determine if they comply with the Act, and may return an insufficient claim in accordance with the Act without first obtaining Board approval.

Section 6-1.04 Late Claims

(a) The CEO shall review claims to determine if they have been timely filed, and may deliver a notice of late claim in accordance with the Act without first obtaining Board approval.

(b) An application for leave to present a late claim shall be presented to the Board for consideration.

Section 6-1.05 Board Action on a Claim

(a) The Board may act on a claim in one of the following ways:

(1) If the Board finds the claim is not a proper charge against the District, it shall reject the claim.

(2) If the board finds the claim is a proper charge against the District, and is for an amount justly due, it shall allow the claim.

(3) If the Board finds the claim is a proper charge against the District, but is for an amount greater than is justly due, it shall either reject the claim or allow it in the amount justly due and reject it as to the balance.

(4) If legal liability of the District or the amount justly due is disputed, the Board may reject the claim or may compromise the claim.

(b) If the Board allows the claim in whole or in part or compromises the claim, it may require the claimant, if the claimant accepts the amount allowed or offered to settle the claim, to accept it in settlement of the entire claim.

ARTICLE II. Claims Not Governed by Government Claims Act

Section 6-2.01 Policy

This Article shall govern claims and demands that are not governed by the Government Claims Act and that are not expressly exempt by law from the claims filing requirement. This procedure shall apply to claims filed by governmental agencies and employees.

Section 6-2.02 Claims and Demands

(a) A claim, or amendment filed pursuant to this section, shall be presented to the District by delivering or by mailing it to the CEO or Secretary of the Board at its principal office.

(b) A claim filed pursuant to this section shall be presented by the claimant or by a person acting on behalf of the claimant, and shall show:

- (1) The name and post office address of the claimant
- (2) The post office address to which the person presenting the claim desired notice to be sent;
- (3) The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
- (4) The general description of the indebtedness, obligation, injury, damage or loss incurred so far as may be known at the time of presentation of the claim;
- (5) The name or names of the public employee or employees causing the injury, damage or loss if known;
- (6) The amount claimed as of the date of presentation of the claim, including the estimated amount of a prospective injury, damage or loss insofar as it may be known at the time of presentation of the claim, together with the basis of computation of the amount claimed; and
- (7) The signature of the claimant or some person on his behalf.

(c) A claim filed pursuant to this section relating to a cause of action for death or for injury to person or to personal property or growing crop shall be presented as provided herein not later than six months after accrual of cause of action. A claim relating to any other cause of action shall be presented as provided herein not later than one year after the accrual of the cause of action.

(d) If a claim filed pursuant to this section is not presented within the required time, an application may be made to the District for leave to present such claim. Section 911.4(b), and Sections 911.6 through 912.2 inclusive, and Sections 946.4 and 946.6 of the Government Code are applicable to such claims, and the time specified in this section shall be the time specified in Section 911.2 of the Government Code within the meaning of Sections 911.6 and 946.6 of the Government Code.

(e) The Board shall act on the claim within 45 days after the claim has been presented to the District.

(f) Written notice of any action taken pursuant to this section rejecting a claim in whole or in part shall be given to the person who presented the claim.

Section 6-2.023 **Limitations**

The provisions of Code of Civil Procedure Section 1094.6 shall be applicable to the judicial review of the decisions of the Board made pursuant to the Article II.