

# MOJAVE AIR AND SPACE PORT

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

Date: November 15, 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 October 18, 2016
- B. Check Register Dated 11/11/16

#### 4. Action Items

- A. Flight Test Aerospace Inc – Hangar 68 Sublet to BAE
- B. Tisours – Landlord’s Consent – Hangar 161
- C. Northrop Grumman – 1<sup>st</sup> Amendment – Lease Term – Hangar 71
- D. Insurance Renewal – General Liability

#### 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*)
- B. Real Property Negotiations (Govt Code 54956.8):
  - Property: Bldg. 137
  - Parties: MASP, Monster Fitness
  - Negotiator: CEO, General Counsel
  - Terms: lease term

## **8. Closed Session Report**

### **Adjournment**

This Agenda was posted on November 11, 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 OCTOBER 18, 2016**

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

The meeting was called to order on Tuesday, October 18, 2016, at 2:00 p.m. by President Evans in the Board Room at Mojave Air and Space Port located at 1434 Flightline, Mojave, California.

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

**B. Roll Call:**

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

Directors absent: None

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

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

### **2. COMMUNITY ANNOUNCEMENTS**

Cathy Hansen commented on the Veteran's Day ceremony, Plane Crazy Saturday, Too, in California City, and Plane Crazy Saturday.

### **3. CONSENT AGENDA**

Director Balentine disqualified himself from participating because of a check to his business in the check register. Upon motion by Director Peterson, seconded by Director Parker, the following Consent Agenda was approved 4-0.

**A. Minutes of the Regular Board Meeting on October 4, 2016**

**B. Check Register dated October 13, 2016**

### **4. ACTION ITEMS**

**A. Building 18 – ADA Compliant Upgrade**

COO Himes presented the report on this matter. After discussion regarding the necessity for the upgrades, and upon motion by Director Deaver, seconded by Director Balentine, the Board voted to approve the upgrades 4-0-1 with Director Peterson abstaining.

**B. Approval of Brooke Owens Internship Contract**

CEO Drees presented the report for this matter. Upon motion by Director Deaver, seconded by Director Balentine, the Board voted unanimously to approve the contract.

**5. REPORTS**

**A. Financial Report**

DOA Rawlings presented the financial report.

**CEO/GM Report**

COO Himes presented the CEO/GM report.

**B. Board Committees**

Director Balentine reported on the activities of the ad hoc committee reviewing the District's check signing procedure.

**C. Board of Directors**

Director Balentine commented on the election and introduced newly appointed Director Terry Allred.

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

There were no public comments.

**7. CLOSED SESSION**

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

**B. Real property negotiations (Govt Code 54956.8):** Monster Fitness, Building 137

**8. CLOSED SESSION REPORT**

In closed session, Counsel and the Board discussed the status of *Soest v. MASP*, and the Board discussed lease negotiations with Monster Fitness for Building 137. No other items were discussed.

**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 2:54 p.m.

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David Evans, President

ATTEST

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Jimmy R. Balentine, Secretary

Date: Friday, November 11, 2016  
 Time: 12:24PM  
 User: LCAALICA

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 05-17 As of: 11/11/2016

Page: 1 of 1  
 Report: 03630.rpt  
 Company: EKAD

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
<b>Company: EKAD</b>											
Acct / Sub:	101000		1200								
054939	CK	11/15/2016	0493	D & R Wholesale	05-17	036948	VO	7960.1	10/11/2016	0.00	39,577.94
054940	CK	11/15/2016	1178	Kimley-Horn and Associates, In	05-17	036916	VO	8356768/FAA	9/30/2016	0.00	27,225.00
054941	CK	11/15/2016	1930	Shaw, Moses, Mendenhall & As	05-17	037034	VO	AP00185849958	11/11/2016	0.00	64,372.00
Check Count:		3									<b>Acct Sub Total: 131,174.94</b>

Check Type	Count	Amount Paid
Regular	3	131,174.94
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
<b>Total:</b>	<b>3</b>	<b>131,174.94</b>

Company Disc Total: 0.00      Company Total: 131,174.94

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Kevin Wojtkiewicz  
**SUBJECT:** FTA Consent to Sublease Hangar 68 to BAE  
**MEETING DATE:** November 15, 2016

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**Background:**

FTA owns Hangar 68 and leases the land from MASP. FTA would like to sublease Hangar 68 to BAE for a term of one (1) year.

They are both tenants of MASP and are currently in good standing.

**Impacts:**

Fiscal: \$0.00

Environmental: N/A

Legal: N/A

**Recommended Action:**

Approve the CEO to finalize and sign MASP's standard Consent to Sublease form.

## CONSENT TO SUBLEASE

This Consent to Sublease (“Consent”) is made by Mojave Air and Space Port (“Landlord”), \_\_\_\_\_ (“Sub-Landlord”), and \_\_\_\_\_ (“Sub-Tenant”) as of \_\_\_\_\_.

Whereas, Landlord and Sub-Landlord entered into that lease dated \_\_\_\_\_ (the “Master Lease”), for [premises] (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**

**Sub-Landlord,  
[name]**

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

By \_\_\_\_\_  
[name, title]

**Attest**

**Sub-Tenant**

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

By \_\_\_\_\_  
[name, title]

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Kevin Wojtkiewicz  
**SUBJECT:** TISOURS Landlord's Consent  
**MEETING DATE:** November 15, 2016

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**Background:**

TISOURS would like to borrow money from First Mortgage Investors. They need consent from MASP to borrow the money using Hangar 161 as collateral.

MASP approved the same consent one (1) year ago.

**Impacts:**

Fiscal: \$0.00

Environmental: N/A

Legal: N/A

**Recommended Action:**

Approve the CEO to finalize and sign the Landlord's Consent.

Recordation requested by: )  
When recorded mail to: )  
)  
)  
)  
)  
)  
)  
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**LANDLORD'S CONSENT**

**THIS LANDLORD'S CONSENT** is entered into among TISOORS, LCC ("Borrower"), whose address is 1062 Flight Line, Hangar 161, Mojave, CA 93501; Mojave Hangar 161 FIRST MORTGAGE INVESTORS, L.P. or assignee ("Lender"), whose address is 747 Garden Street, Santa Barbara, CA 93101; and MOJAVE AIR & SPACE DISTRICT ("Landlord"), whose address is 1434 Flightline, Mojave, CA 93501. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows:

**DEFINITIONS.** The following terms have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**AGREEMENT.** The term "Agreement" means this Landlord's Consent, as may be amended or modified from time to time in a writing signed by the parties, together with all exhibits and schedules attached to this Landlord's Consent.

**BORROWER.** The term "Borrower" means TISOORS, LLC.

**COLLATERAL.** The term "Collateral" means Borrower's improvements and personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific improvements: Borrower's aircraft hanger and offices located at 1062 Flight Line, Hangar 161, Mojave, CA.

**LANDLORD.** The term "Landlord" means MOJAVE AIR & SPACE DISTRICT (fka East Kern Airport District). The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises is that of a fee owner of the real property underlying the Premises.

**LEASE.** The term "Lease" means that certain lease of the real property underlying the Premises, dated April 15, 2008, between Landlord and Borrower.

**LENDER.** The term “Lender” means FIRST MORTGAGE INVESTORS, L.P. or assignee a California limited partnership, and its investors, successors and assigns.

**LOAN.** The term “Loan” means the loan, or any other financial accommodations, Lender has made or is making to Borrower, as evidenced by that certain Secured Promissory Note dated as of \_\_\_\_\_, \_\_, 2015, executed by Borrower as “Maker” in favor of Lender as “Holder”.

**PREMISES.** The term “Premises” means the underlying real property upon which Borrower has constructed certain improvements (hangar and offices) located on the parcel of real property, or portion thereof, together with the improvements situated thereon, located at Exhibit A.

**CONSENT OF LANDLORD.** Landlord consents TO ANY DEED OR TRUST THAT Borrower may execute in favor of Lender to secure Borrower’s obligation to Lender with respect to the Loan. Notwithstanding the foregoing, Lender and Borrower acknowledge and agree that no security interest or Deed of Trust may or shall encumber in any the way the Premises, which are public property.

**DISCLAIMER OF INTEREST.** Landlord hereby consents to Lender’s security interest (or other interest) in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender’s security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

**DEFAULT OF LEASE.** In the event Borrower defaults under the Lease, Landlord will send Lender via first class mail a copy of any notices given to Borrower pursuant to the Lease. If Borrower does not cure the default within the specified time, Lender will have 30 days from the date of the notice to cure the default; provided Lender may, but has no obligation to cure. If Lender cures the default, Lender may take any and all, or no, actions to foreclose its security interests, in accordance with the “Entry Onto Premises” paragraph below. If Lender fails to cure the default, the Lease shall terminate in accordance with its terms, conditions, and covenants, and Lender shall have no recourse against Landlord, including the right to foreclose or enforce Lender’s security interests in the Collateral.

**ENTRY ONTO PREMISES.** In the event of an uncured default of the Lease or Loan by Borrower, Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of (i) removing the Collateral from the Premises, (ii) conducting sales of the Collateral on the Premises, or (iii) taking such action(s) as is necessary to foreclose on Lender’s security interests; provided, that any sale, transfer, or foreclosure of the Collateral will be consistent with Landlord’s obligations under Federal Aviation Administration regulations and aeronautical operations at Mojave Airport. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes Collateral, Lender agrees with Landlord not to

remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

**MISCELLANEOUS PROVISIONS.** This agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. Subject to the terms herein, the covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorse to whom Lender may transfer any claim or claims to which this Agreement shall apply. In any legal action or proceeding arising from this agreement, the prevailing party shall be awarded its cost, expenses, and fees, including reasonable attorney fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement has been drafted by all parties, and shall not be interpreted in favor of or against any party. Any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan or any obligors on the Loan, including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness, subject to the terms of this Agreement. No delay or omission on the part of Lender in exercising any right shall operate as a waiver or such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED \_\_\_\_\_.

BORROWER:  
TISOIRS, LLC

LENDER:  
FIRST MORTGAGE INVESTORS, L.P.

By: \_\_\_\_\_  
Kirk Tracey, Manager

By: \_\_\_\_\_

LANDLORD:  
MOJAVE AIR & SPACE PORT

By: \_\_\_\_\_

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Kevin Wojtkiewicz  
**SUBJECT:** NG Hangar 71 Amendment

**MEETING DATE:** November 15, 2016

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**Background:**

NG leases Hangar 71 from MASP. They would like to allocate money for improvements to the Hangar, but in order to allocate the money they need a long term lease.

They would like to amend the lease and change it to a three (3) year basic term with four (4) three (3) year options.

**Impacts:**

Fiscal 2017: \$63,688.17 secured in long term lease, not including security.

Fiscal 2018: \$109,179.72 secured in long term lease, not including CPI increase or security.

Environmental: This is exempt from CEQA.

Legal: N/A

**Recommended Action:**

Approve and sign the 1<sup>st</sup> Amendment to Basic Lease for Hangar 71.

## 1<sup>st</sup> AMENDMENT TO BASIC LEASE

**THIS 1<sup>st</sup> AMENDMENT TO BASIC LEASE** ("Amendment") dated as of October \_\_, 2016, is attached to and made a part of that certain written Basic Lease Agreement ("Lease") entered into by and between Mojave Air & Space Port ("Landlord") and Northrop Grumman Systems Corporation ("Tenant") dated October 1, 2013 for that certain property known as Hangar 71, located at Mojave Airport, Mojave, California.

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 Lease. To the extent that any terms or provisions of this Amendment are inconsistent with any terms or provisions of the Lease, the terms and provisions of this Lease 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 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 Lease, Landlord and Tenant agree to amend the Lease as follows:

**1. AMENDMENT TO SECTION 1.3, TERM.**

Section 1.3, "Lease Term" is amended as follows:

"1.3.1. Basic Term: Three (3) years commencing November 1, 2016, and terminating October 31, 2019.

1.3.2 Renewal Term: Four (4) options to renew, each for a three (3) year period."

**2. AMENDMENT TO SECTION 1.4, RENT.**

Section 1.4, "Rent," is amended as follows:

"Tenant shall pay monthly Rent of \$9,098.31. The Rent shall be adjusted in accordance with Section 3.2 of the Master Lease. Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment."

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

**IN WITNESS WHEREOF**, the parties hereto have executed this 1<sup>st</sup> AMENDMENT TO LEASE as of the day and year first written above.

**TENANT:**  
Northrop Grumman Systems Corporation

By:  10/18/2016  
A.J. Paz, Corporate Director of Real Estate

**LANDLORD:**  
Mojave Air & Space Port

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

ATTEST

By \_\_\_\_\_  
Jim Balentine, Secretary



**AIR AND SPACE PORT**

**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Karina Drees  
**SUBJECT:** Airport General Liability

**MEETING DATE:** November 15, 2016

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**Background:**

The District's AIG Airport General Liability is up for renewal November 2016. The attached quote is provided by Shaw, Moses, Mendenhall and Associates for insurance through National Union Fire Insurance Company. Our premium remained the same at \$64,372 from last year.

**Impacts:**

Fiscal: \$64,372 budgeted dollars

Environmental: None

Legal: None

**Recommended Action:**

Accept the proposal for Airport General Liability with National Union Fire Insurance Company.



**INVOICE**

**Shaw Moses Mendenhall & Associates Ins. Agency**

License #0D94511  
 625 Fair Oaks, Suite 158  
 South Pasadena, CA 91030

<b>Customer</b>	Mojave Air & Space Port 4030
<b>Date</b>	11/01/2016
<b>Customer Service</b>	Duncan MacGillivray Lisa Anderson
<b>Page</b>	1 of 1

Mojave Air & Space Port  
 1434 Flightline  
 Mojave, CA 93501

Payment Information	
<b>Invoice Summary</b>	64,372.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#379701 AP00185849958

Thank You

Please detach and return with payment

Customer: Mojave Air & Space Port

Invoice	Effective	Transaction	Description	Amount
379701	11/17/2016	Renew policy	Policy #AP00185849958 11/17/2016-11/17/2017 AIG General Liability - Renew policy	64,372.00
				<b>Total</b>
				64,372.00

Thank You

Shaw Moses Mendenhall & Associates Ins. Agen License #0D94511 625 Fair Oaks, Suite 158 South Pasadena, CA 91030	(626)799-7813  info@smmainsurance.com	<b>Date</b>
		11/01/2016

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

	<u>General</u>	<u>County Treasury</u>	<u>LAIF</u>	<u>Total</u>
<b>Beginning Balance</b>	<b><u>\$ 1,332,869.28</u></b>	<b><u>\$ 1,656,026.48</u></b>	<b><u>\$ 4,865,126.05</u></b>	<b><u>\$ 7,854,021.81</u></b>
Receipts:				
Operating Revenues	658,571.28	-	-	658,571.28
Interest Income	56.98	-	7,392.27	7,449.25
Tax Proceeds	-	10,159.11	-	10,159.11
<b>Total Receipts</b>	<b><u>658,628.26</u></b>	<b><u>10,159.11</u></b>	<b><u>7,392.27</u></b>	<b><u>676,179.64</u></b>
Expenditures:				
Operating Expenses	(722,089.99)	-	-	(722,089.99)
Project Expenses	-	-	-	-
<b>Total Expenditures</b>	<b><u>(722,089.99)</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>(722,089.99)</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>\$ 1,269,407.55</u></b>	<b><u>\$ 1,666,185.59</u></b>	<b><u>\$ 4,872,518.32</u></b>	<b><u>\$ 7,808,111.46</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**  
**Statement of Revenues and Expenses**  
**2016 - 2017**

	<u>October</u>	<u>Actual to Date</u>
<b>Operating Revenue</b>		
<b>Fuel Sales &amp; Services</b>		
Fuel Sales	\$216,164	\$1,211,637
Fuel Services	\$4,984	\$29,138
<b>Fuel Sales &amp; Services Total</b>	<u>\$221,147</u>	<u>\$1,240,776</u>
<b>Rents &amp; Leases</b>		
Rents & Leases-Bldgs	\$158,513	\$636,585
Rents & Leases-Ground	\$198,315	\$801,797
Rents & Leases-Hangars	\$29,505	\$113,264
Rents & Leases-Terminal Bldg	\$2,016	\$8,003
<b>Rents &amp; Leases Total</b>	<u>\$388,350</u>	<u>\$1,559,649</u>
<b>Airport Services</b>		
Rental Security	\$18,851	\$74,975
Location Access Fees	\$2,425	\$13,281
Equipment Rental	\$150	\$4,417
Event Center Rental Fees	\$1,500	\$4,667
Fire Dept Reimbursement	\$1,567	\$7,753
Security Reimbursement	\$4,467	\$7,594
Tower Reimbursement	\$3,656	\$6,609
Aircraft Storage Fees	\$1,098	\$4,392
Other Airport Services	\$20	\$2,960
<b>Airport Services Total</b>	<u>\$33,735</u>	<u>\$126,648</u>
<b>Other Revenue</b>		
Interest Income	\$11,241	\$14,677
Finance Charge-Past Due Accts	\$835	\$3,118
Gift Shop Sales	\$357	\$1,899
Other Revenue	\$15,546	\$22,942
<b>Other Revenue Total</b>	<u>\$27,979</u>	<u>\$42,637</u>
<b>Total Operating Revenue</b>	<u>\$671,210</u>	<u>\$2,969,709</u>
<b>Cost of Goods Sold</b>		
Cost of Fuel	\$184,163	\$659,570
Cost of Merchandise	\$806	\$2,248
<b>Total Cost of Goods Sold</b>	<u>\$184,969</u>	<u>\$661,817</u>
<b>Operating Profit</b>	<u>\$486,241</u>	<u>\$2,307,892</u>
<b>Operating Expense</b>		
<b>Operations</b>		
<b>Operations Personnel</b>		
Salaries	\$26,216	\$102,831
Statutory Benefits	\$991	\$4,112
Employee Benefits	\$8,214	\$35,045
<b>Operations Personnel Total</b>	<u>\$35,420</u>	<u>\$141,988</u>

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

	<u>October</u>	<u>Actual to Date</u>
<b>Other Operations Expenses</b>		
Prof. Services-Security	\$23,184	\$92,883
Prof. Services-Tower Operators	-	\$59,155
Prof. Services-Engineer	-	\$36,430
Prof. Services-Construction Mgmt	\$2,891	\$9,344
Other Outside Services	\$1,790	\$70,802
Other Expense	\$554	\$3,450
<b>Other Operations Expenses Total</b>	<u>\$28,420</u>	<u>\$272,064</u>
<b>Operations Total</b>	<u>\$63,840</u>	<u>\$414,051</u>
<b>Maintenance</b>		
<b>Maintenance Personnel</b>		
Salaries	\$29,899	\$136,610
Statutory Benefits	\$534	\$2,840
Employee Benefits	<u>\$13,447</u>	<u>\$58,629</u>
<b>Maintenance Personnel Total</b>	<u>\$43,881</u>	<u>\$198,078</u>
<b>Repairs &amp; Maintenance</b>		
Repairs & Maintenance-Auto	\$140	\$3,423
Repairs & Maintenance-Bldg & Grounds	\$10,518	\$181,715
Repairs & Maintenance	-	\$121
Repairs & Maintenance-Equipment	\$12,432	\$41,436
Tools	-	\$876
<b>Repairs &amp; Maintenance Total</b>	<u>\$23,089</u>	<u>\$227,571</u>
<b>Other Maintenance Expenses</b>		
Auto/Equipment Fuel	\$2,069	\$10,983
Permits & Fees	-	\$11,856
Rents & Leases	<u>\$3,026</u>	<u>\$20,088</u>
<b>Other Maintenance Expenses Total</b>	<u>\$5,095</u>	<u>\$42,926</u>
<b>Maintenance Total</b>	<u>\$72,065</u>	<u>\$468,575</u>
<b>General &amp; Administrative</b>		
<b>G&amp;A Personnel</b>		
Salaries	\$51,298	\$209,932
Statutory Benefits	\$838	\$50,157
Employee Benefits	<u>\$38,941</u>	<u>\$424,975</u>
<b>G&amp;A Personnel Total</b>	<u>\$91,078</u>	<u>\$685,063</u>
<b>Telephone &amp; Utilities</b>		
Telephone - Communications	\$4,849	\$19,400
Utilities-Electric	\$11,778	\$43,852
Utilities-Gas	(\$6)	\$566
Utilities-Refuse	\$1,320	\$6,414
Utilities-Water	<u>\$13,866</u>	<u>\$43,553</u>

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

	<u>October</u>	<u>Actual to Date</u>
<b>Telephone &amp; Utilities Total</b>	<b>\$31,806</b>	<b>\$113,784</b>
<b>Other G&amp;A Expense</b>		
Dues & Subscriptions	\$1,226	\$4,312
Office	\$7,771	\$45,038
Small Equipment/Software	\$145	\$14,362
Employee Training	\$900	\$2,980
Hangar 79 Lease Agreement	\$15,054	\$46,961
Insurance	\$103,787	\$159,754
Outside Services-Consulting	\$5,041	\$41,814
Prof. Services-Auditors	-	\$22,300
Prof. Services-Legal	\$4,625	\$27,625
Travel, Meals & Lodging	\$1,145	\$9,425
Tuition Assistance Program	-	\$2,952
Uniforms	\$469	\$2,350
<b>Other G&amp;A Expense Total</b>	<b>\$140,164</b>	<b>\$379,874</b>
<b>General &amp; Administrative Total</b>	<b>\$263,048</b>	<b>\$1,178,721</b>
<b>Marketing</b>		
Promotional Items	-	\$256
Sponsorships	\$500	\$2,250
Advertising	\$500	\$875
<b>Marketing Total</b>	<b>\$1,000</b>	<b>\$3,381</b>
<b>Operating Expense Total</b>	<b>\$399,953</b>	<b>\$2,064,728</b>
<b>Excess (deficit) of operating revenue over operating expense</b>	<b>\$86,289</b>	<b>\$243,164</b>
<b>Non-operating</b>		
<b>Non-operating Revenue</b>		
KC Taxes	\$6,368	\$53,854
Federal/State Grants	-	\$99,475
<b>Non-operating Revenue Total</b>	<b>\$6,368</b>	<b>\$153,329</b>
<b>Non-operating Expense</b>		
FAA Project	-	\$37,125
California City Grant	-	\$50,000
Equipment	\$39,578	\$128,810
Infrastructure Projects	-	\$5,101
Tenant Retention Projects	-	\$101,858
<b>Non-operating Expense Total</b>	<b>\$39,578</b>	<b>\$322,895</b>
<b>Net Non-operating</b>	<b>(\$33,210)</b>	<b>(\$169,566)</b>
<b>Excess (deficit) of Revenue over Expense</b>	<b>\$53,078</b>	<b>\$73,598</b>

# Mojave Air & Space Port Fuel Inventory Report

October 2016

<b>JET A</b>		
Beginning Inventory	75,590	
Gallons Delivered		
Gallons Purchased	59,122	
Defuels	-	
Total Gallons Delivered	59,122	
Gallons Pumped		
Gallons Sold	50,930	
Refuels	-	
Tank farm/Line truck sumps	60	
Delivery Samples	40	
Total Gallons Pumped	51,030	
Ending Inventory	83,682	
Physical Check	84,206	
Inventory Value at	2.05	<b>\$172,622.30</b>

<b>AVGAS</b>		
Beginning Inventory	5,992	
Gallons Delivered		
Gallons Purchased	12,884	
Gallons Pumped		
Gallons Sold	6,460	
Tank farm/Line truck sumps	5	
Delivery Samples	10	
Total Gallons Pumped	6,475	
Ending Inventory	12,401	
Physical Check	12,457	
Inventory Value at	3.89	<b>\$48,457.73</b>

<b>LUBRICANTS</b>		
Beginning Inventory	261	
Quarts Purchased	0	
Quarts Sold	15	
Ending Inventory	246	
Physical Check	246	
Aeroshell 100; 100W; 15/50 Multi 89 @ \$5.95; 88 @ \$6.02; 69 @ \$6.68		<b>\$1,520.23</b>

<b>PRIST</b>		
Beginning Inventory	117	
Cans Purchased	0	
Cans Sold	0	
Ending Inventory	117	
Physical Check - Cans	117	
Physical Check - Bulk	9.3	
117 CANS @ \$7.40; 9.3(5) Gallons @ 120.15		<b>\$1,983.20</b>

<b>UNLEADED FUEL</b>		
Beginning Inventory	759.0	
Gallons Purchased	550.0	
Gallons Used	534.0	
Ending Inventory	775.0	
Physical Check	749.0	
Inventory Value at	\$2.37	<b>\$1,775.13</b>

<b>DIESEL FUEL</b>		
Beginning Inventory	780.0	
Gallons Purchased	225.0	
Gallons Used	286.0	
Ending Inventory	719.0	
Physical Check	728.0	
Inventory Value at	\$2.38	<b>\$1,732.64</b>

**October 2016 Fuel Inventory      \$228,091.23**

**October Gallons Sold      57,390  
Year to Date      321,311**

**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
<b>TOTALS</b>	0.00	0.00	0.00	0.00	0.00	
<b>Aged AR as of 11/11/2016</b>	<b>517,240.13</b>	<b>39,579.98</b>	<b>27,880.66</b>	<b>-</b>	<b>584,700.77</b>	

Payment Arrangements included in 1-30 days

Payment Arrangements

REM 18,130.88

18,130.88

Herbert P. Sears Co., Inc. 1  
2000 18th Street  
Bakersfield, CA 93301  
(661) 325-5981

MOJAVE AIR & SPACE PORT  
1434 FLIGHTLINE  
MOJAVE CA 93501

Client # : 008097

STATUS REPORT FOR PERIOD 01/01/16 TO 10/31/16

REF-X

Name	Your Account#	-----Placed----- Date	Amount	Balance Amount	Comments	Our Account#
WALKER, MARIE		08/15/16	37222.12	37222.12	ACTIVE-BEING PURSUED	01-000416349
		TOTALS	37222.12	37222.12	FROM 1 ACCOUNTS	



MOJAVE AIR & SPACE PORT  
 1434 FLIGHTLINE  
 MOJAVE CA 93501

Client # : 008097

STATUS REPORT FOR PERIOD 01/01/10 TO 05/31/16

REF-X

Name	Your Account#	Date	-----Placed----- Amount	Balance Amount	Comments	Our Account#
EDUCATION , LLC, AIR & SPA		07/14/15	552.10	552.10	ACTIVE-BEING PURSUED	01-000161114
LOPEZ, TONY	0101231	04/09/15	4019.04	4019.04	ADDRESS & PHONE CLEANSED	01-000140656
SOEST, DEAN	0101960	02/25/15	4662.87	4662.87	ACCOUNT IS BEING DISPUTED	01-000134850
UNGER, JACK		02/25/15	728.62	728.62	ACTIVE-BEING PURSUED	01-000134849
TOTALS			9962.63	9962.63	FROM 4 ACCOUNTS	

# MOJAVE

## AIR AND SPACE PORT

### CEO REPORT

**TO:** MASP Board of Directors

**FROM:** Karina Drees

**MEETING DATE:** November 15, 2016

---

#### Goals and Objectives

- Solar Lights. Test light is in and Porter Concrete is pouring the foundation. Anticipate light installation the week of November 28, 2016.
- We are in the process of gathering information for perimeter road improvements. Krazan has been contracted to start soil sampling. Based on the results, we will engage contractors for the best material options and gather bids.
- We are evaluating options for a sidewalk on Sabovich. There are too many utilities on the south side to install a concrete sidewalk. On the north side the buildings are too close to the road, so a sidewalk would have to be installed in between and behind buildings. There will be more updates as we consider additional options.

#### Airport Improvements

- Weather. The second, of four, planned Campbell Scientific CR1000 w/NL115 Network (core) modules has been purchased and should arrive within the next two weeks. Planned site location is in vicinity of Approach End Runway 30.
- Virgin Galactic electronic access gate, which replaced the manual locking gate; is fully operational.
- Birds have become an exceptional problem for the airport. Although the county has renewed our depredation permit and we have made a substantial improvement with ravens, we have other migrating birds causing problems for pilots. The dipping pond south of Stratolaunch seems to be one of the biggest reasons for the bird population as it provides a water source very close to the runway. We are considering draining the pond given the limited use over the years.

# MOJAVE

## AIR AND SPACE PORT

### CEO REPORT

#### Updates

- Rwy 04/22 Survey. As of October 31, 2016, all required survey products have been uploaded for FAA final review and verification. It appears the FAA began the final review process on November 01, 2016.
- We are meeting with our FAA airport planners in early December to understand the likelihood of taking on a new grant project before 2020. We are focused on rehabbing Charlie and then extending Bravo. We would like to understand the probability of a grant before pursuing an ALP update.
- We hosted a House Science, Space and Technology Committee panel discussion in our event center October 27 to discuss the state of the aviation industry. Following the discussion Chairman Lamar Smith and Congressman Steve Knight toured the airport.
- Happy Thanksgiving! Mojave Air & Space Port administrative offices will be closed November 24 and 25.

#### Authorized Payments

- See check registers dated 10/24/2016 AND 11/11/2016
- Total checks/payment amount: 94/\$214,600.71

Date: Monday, October 24, 2016  
 Time: 10:05AM  
 User: LCALICA

## Mojave Air & Space Port

### Check Register - Standard Period: 04-17 As of: 10/24/2016

Page: 1 of 5  
 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
<b>Company: EKAD</b>												
Acct / Sub:	101000		1200									
054900	CK	10/24/2016	0109	AT&T	04-17		036923	VO	28123831139/OCT	10/7/2016	0.00	128.25
054900	CK	10/24/2016	0109	AT&T	04-17		036924	VO	27134122793/OCT	10/7/2016	0.00	128.25
<b>Check Total</b>												
											0.00	256.50
054901	CK	10/24/2016	0158	Ameripride Uniform Services	04-17		036944	VO	2100556151	10/14/2016	0.00	207.67
054901	CK	10/24/2016	0158	Ameripride Uniform Services	04-17		036945	VO	2100556153	10/14/2016	0.00	62.40
054901	CK	10/24/2016	0158	Ameripride Uniform Services	04-17		036964	VO	2100557677	10/21/2016	0.00	62.40
054901	CK	10/24/2016	0158	Ameripride Uniform Services	04-17		036965	VO	2100557675	10/21/2016	0.00	173.17
<b>Check Total</b>												
											0.00	505.64
054902	CK	10/24/2016	0173	Allied Security Holdings LLC	04-17		036919	VO	6593503	10/6/2016	0.00	4,792.18
054902	CK	10/24/2016	0173	Allied Security Holdings LLC	04-17		036920	VO	6593504	10/6/2016	0.00	700.76
054902	CK	10/24/2016	0173	Allied Security Holdings LLC	04-17		036921	VO	6597708	3/20/2016	0.00	4,854.11
054902	CK	10/24/2016	0173	Allied Security Holdings LLC	04-17		036922	VO	6597709	10/13/2016	0.00	1,718.24
<b>Check Total</b>												
											0.00	12,065.29
054903	CK	10/24/2016	0194	Aviation Striping, Inc	04-17		036946	VO	FAA 029/272	10/12/2016	0.00	1,292.00
054904	CK	10/24/2016	0198	BHK	04-17		036911	VO	97298	9/30/2016	0.00	6,600.00
054905	CK	10/24/2016	0234	Banyan	04-17		036925	VO	1566253	10/7/2016	0.00	18.35
054906	CK	10/24/2016	0249	Benz Construction Services	04-17		036910	VO	2811011/09-16	9/30/2016	0.00	615.64
054907	CK	10/24/2016	0284	Brouse, Michael L.	04-17		036947	VO	OCT 11-18,2016	10/18/2016	0.00	1,775.00

Date: Monday, October 24, 2016  
 Time: 10:05AM  
 User: LCALICA

### Mojave Air & Space Port

#### Check Register - Standard Period: 04-17 As of: 10/24/2016

Page: 2 of 5  
 Report: 03630.rpt  
 Company: EKAD

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
054908	CK	10/24/2016	0350 Clark's Pest Control	04-17	036966	VO	0201058810/OCT	10/18/2016	0.00	61.00
054908	CK	10/24/2016	0350 Clark's Pest Control	04-17	036967	VO	0200922714/OCT	10/18/2016	0.00	41.00
054908	CK	10/24/2016	0350 Clark's Pest Control	04-17	036968	VO	0200972309/OCT	10/18/2016	0.00	42.00
054908	CK	10/24/2016	0350 Clark's Pest Control	04-17	036969	VO	0200910258/OCT	10/18/2016	0.00	41.00
054909	CK	10/24/2016	0410 Dynamic Science, Inc.	04-17	036912	VO	111	10/10/2016	0.00	185.00 19,969.47
054910	CK	10/24/2016	0751 The Gibbons Family LLC	04-17	036913	VO	09/16 INVSTR PM	9/30/2016	0.00	4,516.35
054911	CK	10/24/2016	0839 Highway Glass	04-17	036926	VO	109067	10/10/2016	0.00	568.75
054912	CK	10/24/2016	0842 J. Hitchcock Riverwest Farm Pr	04-17	036914	VO	09/16 INVSTR PM	9/30/2016	0.00	3,010.90
054913	CK	10/24/2016	1005 PTS	04-17	036940	VO	872265/11-16	10/6/2016	0.00	53.00
054914	CK	10/24/2016	1106 Robert W. Karpe, Trustee	04-17	036915	VO	09/16 INVSTR PM	9/30/2016	0.00	7,527.24
054915	CK	10/24/2016	1200 L & L Construction	04-17	036954	VO	W/E 10/16/16	10/16/2016	0.00	450.00
054916	CK	10/24/2016	1254 Lincoln Nat'l Life Ins. Co.	04-17	036939	VO	3329084495/NOV	10/10/2016	0.00	574.00
054917	CK	10/24/2016	1322 Made To Order	04-17	036927	VO	291541	10/12/2016	0.00	788.04
054918	CK	10/24/2016	1324 Mojave Transportation Museum	04-17	036928	VO	VOYAGER TTLES	10/16/2016	0.00	500.00

Date: Monday, October 24, 2016  
 Time: 10:05AM  
 User: LCALICA

## Mojave Air & Space Port

### Check Register - Standard Period: 04-17 As of: 10/24/2016

Page: 3 of 5  
 Report: 03630.rpt  
 Company: EKAD

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
054919	CK	10/24/2016	1364 Mojave/Karl's Hardware	04-17	036959	VO	600/SEPT 2016	9/30/2016	0.00	139.21
054919	CK	10/24/2016	1364 Mojave/Karl's Hardware	04-17	036963	VO	33/SEPT 2016	9/30/2016	0.00	721.58
<b>Check Total</b>										
054920	CK	10/24/2016	1373 Mojave Public Utility District / Water Tesis	04-17	036960	VO	09/16 WATER TES	10/20/2016	0.00	860.79
054921	CK	10/24/2016	1375 Mojave Sanitation	04-17	036917	VO	2810108/09-16	9/30/2016	0.00	1,117.68
054922	CK	10/24/2016	1384 McMor Chlorination, Inc.	04-17	036955	VO	11220	10/7/2016	0.00	224.25
054923	CK	10/24/2016	1406 Napa Auto Parts	04-17	036949	VO	854753	10/10/2016	0.00	1.48
054923	CK	10/24/2016	1406 Napa Auto Parts	04-17	036956	VO	855306	10/19/2016	0.00	4.81
054923	CK	10/24/2016	1406 Napa Auto Parts	04-17	036957	VO	855293	10/19/2016	0.00	9.16
054923	CK	10/24/2016	1406 Napa Auto Parts	04-17	036970	VO	855420	10/21/2016	0.00	66.50
<b>Check Total</b>										
054924	CK	10/24/2016	1501 Office Depot	04-17	036962	VO	SEPT 2016	9/16/2016	0.00	81.95
054925	CK	10/24/2016	1608 PIHRA	04-17	036951	VO	15165/2017	10/20/2016	0.00	125.00
054926	CK	10/24/2016	1666 Pitney Bowes Global Financial	04-17	036929	VO	3100689491/OCT	10/3/2016	0.00	531.08
054927	CK	10/24/2016	1668 Planning and Natural Resources Dept.	04-17	036918	VO	0018154-IN	9/27/2016	0.00	250.00
054928	CK	10/24/2016	1906 Sage Staffing	04-17	036930	VO	55606	10/3/2016	0.00	614.40
054928	CK	10/24/2016	1906 Sage Staffing	04-17	036931	VO	55670	10/10/2016	0.00	758.40

Date: Monday, October 24, 2016  
 Time: 10:05AM  
 User: LCALICA

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 04-17 As of: 10/24/2016

Page: 4 of 5  
 Report: 03630.rpt  
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Ref	Period To Post Closed	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054929	CK	10/24/2016	1925 Sparklelts		04-17	VO	13703338 100616	10/6/2016	0.00	1,372.80 987.14
<b>Check Total</b>										
054930	CK	10/24/2016	1952 So. Calif. Edison		04-17	VO	2025279670/OCT	10/6/2016	0.00	11,544.68
054931	CK	10/24/2016	1954 So. Calif. Gas Co.		04-17	VO	10289363938/OCT	10/17/2016	0.00	49.31
054931	CK	10/24/2016	1954 So. Calif. Gas Co.		04-17	VO	16561545001/OCT	10/17/2016	0.00	69.77
054931	CK	10/24/2016	1954 So. Calif. Gas Co.		04-17	VO	07531545767/OCT	10/17/2016	0.00	9.69
<b>Check Total</b>										
054932	CK	10/24/2016	1978 Security Benefit		04-17	VO	PPE 10/02/16	10/7/2016	0.00	128.77 1,066.30
054933	CK	10/24/2016	1984 Security Signal Devices, Inc (SSD SYSTEMS)		04-17	VO	1217414-A	10/12/2016	0.00	144.18
054934	CK	10/24/2016	2136 UNUM Life Ins. Co.		04-17	VO	0558036-001/NOV	10/10/2016	0.00	1,650.46
054935	CK	10/24/2016	3012 Fauble~Richard		04-17	VO	7940/101916	10/19/2016	0.00	278.00
054936	CK	10/24/2016	3015 Himes, John		04-17	VO	161687/11086	10/4/2016	0.00	166.67
054937	CK	10/24/2016	4008 Jones, DDS~Michael B.		04-17	VO	100616/MH	10/6/2016	0.00	1,000.00
Check Count: 38 Check Type: Regular Amount Paid: 83,425.77 Acct Sub Total: 83,425.77										

Date: Monday, October 24, 2016  
 Time: 10:05AM  
 User: LCALICA

# Mojave Air & Space Port

## Check Register - Standard

Period: 04-17 As of: 10/24/2016

Page: 5 of 5  
 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
					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		
					<b>Total:</b>			<b>38</b>		<b>83,425.77</b>		

EFT's	Check Date	Amount	Company Disc Total	Company Total
AV Fuel	10/24/16	15,713.31	0.00	15,713.31
AV Fuel	10/28/16	16,568.42	0.00	16,568.42
AV Fuel	11/2/16	37.63	0.00	37.63
AMEX	10/14/16	8,584.00	0.00	8,584.00
CR-SETP/Andrew, CSD Conference, GiftShop, BOD Shirts 3,110.20				
KW-ACA Conference, 540.22				
JB-Server Rm, Boardroom WIFI, Office Equip, 319.68				
JH-AAAE Conference, SETP 3,261.32				
HS-Fuel Truck/Parts, Fuel Farm/Parts 1,352.58				
State BOE	10/21/16	471.00	0.00	471.00
Total EFT		41,374.36	0.00	41,374.36
Total CEO Approval		124,800.13	0.00	124,800.13

Company Disc Total: 0.00      Company Total: 83,425.77



Date: Friday, November 11, 2016  
 Time: 01:04: PM

# Mojave Air & Space Port

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 Report: 03630.rpt

User: LCALICA

## Check Register - Standard

Company: EKAD

Period: 05-17 As of: 11/11/2016

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									
054942	CK	11/11/2016	0109	AT&T	05-17		036990	VO	82425977756/OCT	10/20/2016	0.00	121.82
054942	CK	11/11/2016	0109	AT&T	05-17		036991	VO	82423366431/OCT	10/20/2016	0.00	232.01
054942	CK	11/11/2016	0109	AT&T	05-17		036992	VO	82433413389/OCT	10/20/2016	0.00	456.07
054942	CK	11/11/2016	0109	AT&T	05-17		036993	VO	82438219146/OCT	10/20/2016	0.00	128.14
											<b>Check Total</b>	<b>938.04</b>
054943	CK	11/11/2016	0158	Ameripride Uniform Services	05-17		036988	VO	2100559213	10/28/2016	0.00	219.01
054943	CK	11/11/2016	0158	Ameripride Uniform Services	05-17		036989	VO	2100559214	10/28/2016	0.00	62.40
054943	CK	11/11/2016	0158	Ameripride Uniform Services	05-17		037056	VO	2100560798	11/4/2016	0.00	173.17
054943	CK	11/11/2016	0158	Ameripride Uniform Services	05-17		037057	VO	2100560802	11/4/2016	0.00	76.90
											<b>Check Total</b>	<b>531.48</b>
054944	CK	11/11/2016	0173	Allied Security Holdings LLC	05-17		036986	VO	6602533	10/20/2016	0.00	859.47
054944	CK	11/11/2016	0173	Allied Security Holdings LLC	05-17		036987	VO	6602532	10/20/2016	0.00	5,329.84
054944	CK	11/11/2016	0173	Allied Security Holdings LLC	05-17		037016	VO	6608854	10/27/2016	0.00	5,329.52
054944	CK	11/11/2016	0173	Allied Security Holdings LLC	05-17		037074	VO	6618627	11/3/2016	0.00	5,351.14
											<b>Check Total</b>	<b>16,869.97</b>
054945	CK	11/11/2016	0187	AFLAC	05-17		037015	VO	551408/10-16	11/3/2016	0.00	847.14
054946	CK	11/11/2016	0224	Bassco Services, Inc.	05-17		037017	VO	43903	10/28/2016	0.00	9,883.59
054947	CK	11/11/2016	0234	Banyan	05-17		037075	VO	1572195	11/7/2016	0.00	64.77
054948	CK	11/11/2016	0249	Benz Construction Services	05-17		037070	VO	2832711/10-16	10/31/2016	0.00	202.57
054949	CK	11/11/2016	0257		05-17		037018	VO	AR REF# 060422	10/12/2016	0.00	164.74

Borders, Michael

054950	CK	11/11/2016	0422 Direct TV	05-17	036994	VO	29799369888	10/25/2016	0.00	40.93
054951	CK	11/11/2016	0605 Farmer Brothers Company	05-17	037059	VO	64739826	11/8/2016	0.00	122.40
054952	CK	11/11/2016	0615 Federal Express	05-17	037060	VO	560074170	11/4/2016	0.00	26.61
054953	CK	11/11/2016	0699 Fauble-Richard	05-17	037068	VO	2568	10/31/2016	0.00	20.44
054954	CK	11/11/2016	0751 The Gibbons Family LLC	05-17	037044	VO	10/16 INVSTR PM	10/31/2016	0.00	4,516.35
054955	CK	11/11/2016	0803 Hansen Enterprises	05-17	037045	VO	14816	11/8/2016	0.00	350.00
054956	CK	11/11/2016	0842 J. Hitchcock Riverwest Farm Ptr	05-17	037046	VO	10/16 INVSTR PM	10/31/2016	0.00	3,010.90
054957	CK	11/11/2016	1005 PTS	05-17	037055	VO	878435/12-16	11/3/2016	0.00	53.00
054958	CK	11/11/2016	1043 Jim's CB & Radios	05-17	037063	VO	10129034	11/9/2016	0.00	32.25
054959	CK	11/11/2016	1106 Robert W. Karpe, Trustee	05-17	037047	VO	10/16 INVSTR PM	10/31/2016	0.00	7,527.24
054960	CK	11/11/2016	1122 Kelley-Randall	05-17	036995	VO	11712	10/28/2016	0.00	476.91
054960	CK	11/11/2016	1122 Kelley-Randall	05-17	036996	VO	11707	10/27/2016	0.00	364.96
054960	CK	11/11/2016	1122 Kelley-Randall	05-17	037076	VO	11738	11/8/2016	0.00	459.64
054961	CK	11/11/2016	1127 Kern Co. Auditor-Controller	05-17	037024	VO	LAFCO 2017/BAL	10/24/2016	0.00	1,301.51
054962	CK	11/11/2016	1154 Kieffe & Sons Ford	05-17	037064	VO	26190	11/8/2016	0.00	614.25
054963	CK	11/11/2016	1200 L & L Construction	05-17	036997	VO	W/E 10/23/16	10/23/2016	0.00	750.00
054963	CK	11/11/2016	1200 L & L Construction	05-17	037077	VO	W/E 11/6/16	11/6/2016	0.00	975.00

Check Total 1,725.00

054964	CK	11/11/2016	1347 Miller Equipment Company	05-17	036998	VO	17389	10/24/2016	0.00	1,800.00
054965	CK	11/11/2016	1364 Mojave/Karl's Hardware	05-17	037083	VO	OCT/33	10/31/2016	0.00	2,141.38
054966	CK	11/11/2016	1365 Mojave Chamber of Commerce,	05-17	037019	VO	REVITALIZE MOJA	10/24/2016	0.00	500.00
054967	CK	11/11/2016	1372 Mojave Public Utility District	05-17	037020	VO	006072001/10-16	10/31/2016	0.00	7,624.32
054967	CK	11/11/2016	1372 Mojave Public Utility District	05-17	037021	VO	006072002/10-16	10/31/2016	0.00	109.23
054967	CK	11/11/2016	1372 Mojave Public Utility District	05-17	037022	VO	006072003/10-16	10/31/2016	0.00	182.16
054967	CK	11/11/2016	1372 Mojave Public Utility District	05-17	037023	VO	006072000/10-16	10/31/2016	0.00	74.69
054967	CK	11/11/2016	1372 Mojave Public Utility District	05-17	037072	VO	10/16 WASTE WAT	10/31/2016	0.00	3,550.42
054968	CK	11/11/2016	1375 Mojave Sanitation	05-17	037042	VO	2831234 /10-16	10/31/2016	0.00	<b>11,540.82</b> 1,117.68
054969	CK	11/11/2016	1406 Napa Auto Parts	05-17	036999	VO	855856	10/28/2016	0.00	43.33
054969	CK	11/11/2016	1406 Napa Auto Parts	05-17	037065	VO	855689	10/26/2016	0.00	21.92
054969	CK	11/11/2016	1406 Napa Auto Parts	05-17	037066	VO	855846	10/28/2016	0.00	74.52
054969	CK	11/11/2016	1406 Napa Auto Parts	05-17	037067	VO	855776	10/27/2016	0.00	1,219.01
054970	CK	11/11/2016	1407 Nave & Cortell, LLP	05-17	037048	VO	20391	11/1/2016	0.00	<b>1,358.78</b> 4,625.00
054971	CK	11/11/2016	1501 Office Depot	05-17	037049	VO	10/16 STATEMENT	10/17/2016	0.00	370.16
054972	CK	11/11/2016	1555 C & M OVERHEAD DOORS, INC	05-17	037071	VO	7955	10/26/2016	0.00	4,332.00
054973	CK	11/11/2016	1645 Pitney Bowes Purchase Power	05-17	037050	VO	10987758	10/25/2016	0.00	163.32
054974	CK	11/11/2016	1670 Praxair	05-17	037000	VO	74772959/10-16	10/23/2016	0.00	229.35
054975	CK	11/11/2016	1683 Commercial Spaceflight Fed	05-17	037043	VO	870	10/19/2016	0.00	1,000.00
054976	CK	11/11/2016	1800	05-17	037001	VO	0299360	10/20/2016	0.00	2,069.07

054976	CK	11/1/2016	Ramos / Strong, Inc. 1800 Ramos / Strong, Inc.	05-17	037079	VO	0299869	11/7/2016	0.00	1,585.45
054977	CK	11/1/2016	1803 Race Telecommunications, Inc.	05-17	037032	VO	RC113456	11/1/2016	0.00	<b>3,654.52</b>
054977	CK	11/1/2016	1803 Race Telecommunications, Inc.	05-17	037033	VO	RC113312	11/1/2016	0.00	175.68
054978	CK	11/1/2016	1880 David Russell	05-17	036980	VO	SEPT/GEN CONSUL	9/30/2016	0.00	2,508.61
054979	CK	11/1/2016	1906 Sage Staffing	05-17	037002	VO	55737	10/17/2016	0.00	<b>2,684.29</b>
054979	CK	11/1/2016	1906 Sage Staffing	05-17	037003	VO	55803	10/24/2016	0.00	6,910.00
054979	CK	11/1/2016	1906 Sage Staffing	05-17	037051	VO	55871	10/31/2016	0.00	768.00
054980	CK	11/1/2016	1930 Shaw,Moses,Mendenhall & Assr	05-17	037005	VO	379637/RAILROAD	10/17/2016	0.00	753.60
054981	CK	11/1/2016	1952 So. Calif. Edison	05-17	036978	VO	2340063106/OCT	10/19/2016	0.00	614.40
054981	CK	11/1/2016	1952 So. Calif. Edison	05-17	037061	VO	2025279670/NOV	11/5/2016	0.00	<b>2,136.00</b>
054982	CK	11/1/2016	1962 Sprint	05-17	037052	VO	55102161045355	10/25/2016	0.00	24,768.00
054983	CK	11/1/2016	1978 Security Benefit	05-17	037004	VO	PPE 10/16/16	10/3/2021	0.00	1,825.00
054983	CK	11/1/2016	1978 Security Benefit	05-17	037058	VO	PPE 10/30/16	11/4/2016	0.00	1,066.30
054984	CK	11/1/2016	2006 Sierra Rail Services, LLC	05-17	037006	VO	161208/10-16	10/22/2016	0.00	1,066.30
054985	CK	11/1/2016	2018 Mar-Co Equipment Company	05-17	037078	VO	137851	11/1/2016	0.00	<b>2,132.60</b>
054986	CK	11/1/2016	2230 Verizon Wireless	05-17	037053	VO	9773561712	10/12/2016	0.00	492.20
054987	CK	11/1/2016	2337 S.O. Witt & Associates	05-17	036981	VO	OCT 2016	11/1/2016	0.00	222.11
054988	CK	11/1/2016	2450 Xerox Corporation	05-17	037007	VO	086602643	10/20/2016	0.00	629.13
054988	CK	11/1/2016	2450 Xerox Corporation	05-17	037008	VO	086578314	10/14/2016	0.00	23.76

Check No.	Check Type	Amount	Date	Payee	Account	Balance
054988	CK	2450	11/1/2016	Xerox Corporation	086842842/10-16	35.68
054989	CK	3012	11/1/2016	Fauble-Richard	7940/RF	364.92
054990	CK	3030	11/1/2016	Valenzuela, Sonia	00000015	153.40
054991	CK	3080	11/1/2016	Edmonds-Mike	7272016/SE	115.00
054992	CK	3556	11/1/2016	Sterbens, Michael	22246000/102816	10.00
054993	CK	3864	11/1/2016	Rawlings-Carrie	01011052	232.00
054994	CK	3875	11/1/2016	Stuart O. Witt	4441	98.00
054995	CK	4000	11/1/2016	Fang D.D.S.-Ted Y. T.	9681/TQ	215.00
054996	CK	4028	11/1/2016	Antelope Valley Optometric	102016/T'S	324.50
054997	CK	4523	11/1/2016	Perez-Gerardo	4784250	957.00
					<b>Check Total</b>	<b>432.00</b>

Check Count: 56

Check Type	Count	Amount Paid
Regular	56	140,833.68
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
<b>Total:</b>	<b>56</b>	<b>140,833.68</b>

Acct Sub Total: 140,833.68

		Company Disc Total	Company Total	140,833.68
EFT's				
AV Fuel	11/9/16		1,505.00	
AV Fuel	11/9/16		698.76	
AV Fuel	11/9/16		32,556.03	
AV Fuel	11/9/16		16,532.81	
AV Fuel	11/11/16		16,724.52	
AV Fuel	11/15/16		9,223.54	
AV Fuel	11/15/16		16,384.25	
AV Fuel	11/24/16		15,705.30	
AMEX	11/12/16		3,441.79	
CR/Event Center Linens, Postage, Office Supplies			626.46	
JB/Plotter Parts, Security Parts, Office Hardware			486.66	
HS/Bldg 58 Walk Thru Gate Parts			283.35	
JH/AAAE Conf/Utah, AAAE Conf/WA DC/Chris S			2,045.32	
Total EFT			112,772.00	
Total CEO Approved			253,605.68	