MOJAVE AIR AND SPACE PORT

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: April 5, 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 March 15, 2016
- B. Check Register dated March 31, 2016

4. Business Items

- A. Approval of Sublease Agreement for Justin Stinemetze/Javier Guerra
- B. Posting of Notice of Vacancy

5. Reports

- A. CEO/GM Report
- B. Board Committees
- C. 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 sec. 54956.9(a)): Soest v. MASP

8. Closed Session Report

Adjournment

This Agenda was posted on April 1, 2016 by Jason.

<u>ADA Notice</u>: 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.

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

<u>Public Comments:</u> 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 MARCH 15, 2016

1. CALL TO ORDER

The meeting was called to order on Tuesday, March 15, 2016, at 2:00 p.m. by Board President David Evans in the Board Room at Mojave Air and Space Port located at 1434 Flightline, Mojave, California.

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

B. Roll Call:

Directors present: Balentine, Deaver, Evans, and Peterson

Directors absent: Painter

Others present: CEO Drees, Director of Planning Wojtkiewicz, Director of Administration Rawlings, Director of Maintenance Smith, District Counsel Navé

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

2. <u>COMMUNITY ANNOUNCEMENTS</u>

Cathy Hanson announced Plane Crazy Saturday on April 16, and the Fly In on April 15.

3. CONSENT AGENDA

Director Balentine disqualified himself from participating in this agenda item because of a payment to his business in the check register. Upon motion by Director Deaver, seconded by Director Peterson, the following Consent Agenda items were approved 3-0:

- A. Minutes of the Regular Board Meeting of March 1, 2016
- B. Check Register dated March 11, 2016

4. BUSINESS ITEMS

A. Approval of Sublease Agreement for Bob White/Chris Speirs

This item was not considered.

B. Approval of Lease Amendment for Virgin Galactic

After discussion, upon motion by Director Deaver, seconded by Director Balentine, the Board voted unanimously to approve the amendment.

C. Approval of ASB Loan Subordination

Counsel discussed the terms of the subordination agreement with the Board. Upon motion by Director Peterson, seconded by Director Deaver, the Board voted unanimously to approve the agreement.

D. Approval of Resolution Amending Conflict of Interest Code.

Counsel explained the updates to the Conflict of Interest Code. Upon motion by Director Deaver, seconded by Director Peterson, the Board voted unanimously to approve the resolution.

E. Approval of Partial Water Line Repair

Staff presented the bids received for the repair project, and answered questions from the Board. Upon motion by Director Peterson, seconded by Director Balentine, the Board voted unanimously to award the contract to the low bidder, Christensen Brothers.

5. REPORTS

A. Financial Report

DOA Rawlings presented the financial report.

A. CEO/GM Report

CEO Drees submitted a written CEO report, and updated the Board on discussions with MPUD regarding sanitation service.

C. Board Committees

There were no committee reports.

D. Board of Directors

There were no Board reports.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments.

7. CLOSED SESSION

- A. Real Property Negotiations (Govt Code 54956.8): Hangar 968
- B. Personnel Evaluation (Govt Code 54957): CEO

8. CLOSED SESSION REPORT

In closed session, the Board gave direction to staff regarding lease negotiations for Hangar 968, and conducted an evaluation of the CEO's performance. No action was taken, and no other items were discussed.

ADJOURNMENT

There being no further business to come before t at 3:02 p.m.	the Board, the chair adjourned the meeting
ATTEST	David Evans, President
Jimmy R. Balentine, Secretary	

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054254	CK 4/5/2016		10-16	035653	8	-	MAR 14-20	MAR 14-20 3/20/2016		
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054270 054269 Check Nbr User: Date: Time: 054271 054268 **Employee Benefit** Reimburse/Employee Benefit Reimburse/Employee Benefit Check Count: Reimburse/Employee Benefit Thursday, March 31, 2016 01:04PM LCALICA Check Check Type Date 웃 웃 웃 웃 4/5/2016 4/5/2016 4/5/2016 4/5/2016 5 Vendor ID Vendor Name 3200 4000 Fang D.D.S.~Ted Y. T. Rawlings~Carrie Jaworski~Timothy Mallon~Timothy Total: Mask Zero Stub Void Hand Regular Electronic Payment Check Type 10-16 10-16 10-16 Period Ref To Post Closed Nbr 10-16 Check Register - Standard Periods: 09-16 Through 10-16 As of: 3/31/2016 Mojave Air & Space Port 035642 Company Disc Total 035668 035572 035570 Count 51 0 0 Doc Type ó 8 8 ó Invoice Number 9681 41-019127 0022 1646487 **Amount Paid** 159,792.62 159,792.62 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Invoice Date 3/1/2016 3/1/2016 3/10/2016 3/22/2016 Acct Sub Total: **Company Total** Page: Report: Discount Taken Company: 0.00 0.00 0.00 0.00 1 of 7 03630.rpt **EKAD** 159,792.62 159,792.62 Amount Paid 134.00 53.00 42.29 66.00

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Page: Report:

1 of 7 03630.rpt

Company:

EKAD

Mojave Air & Space Port

Check Register - Standard
Periods: 09-16 Through 10-16 As of: 3/31/2016

EFT Total Total for Approval	JB-Server Room Up	CR-Fire/Security/Off	KD-CSF/WA DC, Office Supplies	AMEX	Calpers/Retirement	Calpers/Health	AV Fuel	AV Fuel	AV Fuel	AV Fuel	AV Fuel	AV Fuel	AV Fuel	AV Fuel	Calpers/Retirement	State BOE	EFT's
	JB-Server Room Upgrade,Software,Travel	CR-Fire/Security/Office Supplies,Travel/Food	ice Supplies	3/15/16	4/15/16	4/15/16	4/14/16	4/8/16	4/6/16	4/6/16	3/30/16	3/29/16	3/28/16	3/25/16	3/25/16	3/28/16	
162,690.17 322,482.79	4,529.20	4,067.44	3,596.29	12,192.93	9,163.90	42,800.98	14,384.73	14,581.43	37.63	698.76	325.81	30,174.66	13,908.26	13,612.26	9,218.82	1,590.00	



STAFF MEMORANDUM

TO:

Board of Directors

FROM:

Lynn Johansen

SUBJECT:

Justin Stinemetze/Javier Guerra Sublease Agreement

MEETING DATE: April 5, 2016

Background:

Justin Stinemetze owns T Hangar 968 and requests permission to sublet his hangar to Javier Guerra in accordance to his current lease.

Impacts:

Fiscal:

None

Environmental:

None

Legal:

None

Recommended Action:

Staff recommends approval of sublet agreement.

CONSENT TO SUBLEASE

This Consent to Sublease ("Consent") is made by Mojave Air and Space Port ("Landlord"), Justin Stinemetze ("Sub-Landlord"), and Javier Guerra ("Sub-Tenant") as of April 1, 2016.

Whereas, Landlord and Sub-Landlord entered into that lease dated April 1, 2016 (the "Master Lease"), for Acreage/T Hangar 968 (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.
- 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, Justin Stinemetze
Ву	By // /
David Evans, President	Justin Stinemetze
•	
Attest	Sub-Tenant
By	By When
Jimmy R. Balentine, Secretary	favier/Guerra

NOTICE OF VACANCY

MOJAVE AIR AND SPACE PORT

April 5, 2016

Interested persons are hereby notified that there is a vacancy on the Mojave Air and Space Port Board of Directors due to the resignation of Director JoAnn Painter. Once appointed, the new Board member will serve from the time of the appointment until the next General Election in November 2016.

Interested persons who are registered to vote within the District are requested to submit a letter of intent and resume via e-mail to carrie@mojaveairport.com or mail to the following:

Mojave Air and Space Port ATTN: Carrie Rawlings 1434 Flightline Mojave, CA 93501

The deadline for receiving letters of interest is April 25, 2016 at 4:30 p.m.

It is anticipated that the Board of Directors will make the actual appointment at the May 3, 2016 Board of Directors meeting.

Please contact Carrie Rawlings at 661-824-2433 for inquiries.

March 30, 2016

Board of Directors
Mojave Air & Space Port
East Kern Airport District
1434 Flightline
Mojave, CA 93501

To the Board of Directors,

This letter is to inform you that I am submitting my resignation as a member of the East Kern Airport District and Mojave Air & Space Port Board of Directors, effective immediately.

It has been my pleasure to serve on the board for many years in the capacities that I have and I am proud of what has been accomplished and of the legacy that we have established. Mojave Air & Space Port is recognized worldwide due in part to the vision and oversight of this board. For that, we can all be proud. However, due to the fact that my recent medical situation and ongoing recovery have required that I temporarily relocate out of the district, I feel that I have no choice but to step down.

I wish Mojave Air & Space Port, its staff and employees, and each of you continued success and only the best for the future and truly regret any inconvenience that my resignation may cause.

S. Jollum Painter

JoAnn Painter



CEO REPORT

TO:

MASP Board of Directors

FROM:

Karina Drees

MEETING DATE: March 15, 2016

Goals and Objectives

• A draft strategic plan has been sent to the Board Chairman for review and comment.

• We are in the process of completing a property value assessment, inventory assessment and pricing structure review.

Airport Improvements

- Oleanders have been trimmed around the airport, improving safety.
- The fire crew will be spraying weeds airport-wide when the winds are calm.

Updates

- The FAA has raised concerns about some of our non-aviation activities. We are working with them to address their concerns, but do not believe it will be an issue going forward.
- I approved a sponsorship expense for the MTM 4.0 dinner. If any Directors would like to attend please let us know.