

# MOJAVE AIR AND SPACE PORT

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

**Date: May 16, 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

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 May 2, 2017
- B. Minutes of the Special board Meeting on May 9, 2017

#### 4. Action Items

- A. Kern County sublease to National Express Transit Corp for office space in Bldg. 1
- B. Static Display Mock-Ups
- C. A Resolution of the Board of Directors of Mojave Air and Space Port Declaring Certain Property Surplus to the Needs of the District and Authorizing Disposition of the Property
- D. A Resolution in Support of Legislation to Increase the Borrowing Limits of Airport Districts

#### 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 54956.9(a): *Soest v MASP, Roth v. MASP, MASP v. Continuous Quality Electric*
- B. Real Property Negotiations (Govt Code 54956.8):
  - Property: Bldg. 68
  - Parties: MASP, Flight Test Aerospace
  - Negotiator: CEO, General Counsel
  - Terms: lease term / proposals

## **8. Closed Session Report**

### **Adjournment**

This Agenda was posted on May 12, 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@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 ON MAY 2, 2017**

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

The meeting was called to order on Tuesday, May 2, 2017, 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 Parker led those assembled in the Pledge of Allegiance.

#### **C. Roll Call:**

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

Directors absent: None

Others present: CEO Drees, Director of Operations Himes, Director of Planning Wojtkiewicz, Director of Administration Rawlings, District Counsel Navé (by phone)

**D. Approval of Agenda:** Upon motion by Director Balentine, seconded by Director Deaver, the minutes were unanimously approved.

#### **2. COMMUNITY ANNOUNCEMENTS**

There were no community announcements.

#### **3. CONSENT AGENDA**

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

**A. Amended Minutes of the Regular Board Meeting on April 4, 2017**

**B. Minutes of the Regular Board Meeting on April 18, 2017**

**4. ACTION ITEMS**

**A. Perimeter Road Engineering**

CEO Drees presented the staff report. Director Parker stated his concern that only one bid was received. Upon motion by Director Balentine, seconded by Director Deaver, the Board voted 3-2, with Director Evans and Director Parker voting against, to approve the award of the contract to AESI in the amount of \$40,800.

**B. Riccomini Beautification Project**

CEO Drees presented the staff report. Director Evans asked about the urgency and necessity of the project. Upon motion by Director Balentine, seconded by Director Deaver, the Board voted 4-1, with Director Parker voting against, to award the contract to Sharper Landscaping in the amount of \$30,616.21 and authorize the CEO to sign.

**5. REPORTS**

**A. Financial Report**

DOA Rawlings presented the March financial report.

**B. CEO/GM Report**

CEO Drees presented the CEO report and discussed legislative efforts to increase the borrowing limits in the Airport District Law, mock ups for the aircraft static display, and SB 496, for which the Board authorized the CEO to send a letter in opposition to the proposed legislation.

**C. Board Committees**

There were no reports.

**D. Board of Directors**

Director Deaver commented on the celebration at Edwards Air Force Base of the 70<sup>th</sup> anniversary of Chuck Yeager's flight breaking Mach 1.

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

There were no public comments.

**7. CLOSED SESSION**

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



**8. CLOSED SESSION REPORT**

Counsel and the Board discussed the *Soest* and *Roth* matters. No other items were discussed.

**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 2:53 p.m.

ATTEST

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

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



## **BOARD OF DIRECTORS**

### **MINUTES OF A SPECIAL MEETING OF MAY 9, 2017**

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

The special meeting was called to order on Tuesday, May 9, 2017, 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 Deaver led those assembled in the Pledge of Allegiance.

**B. Roll Call:**

Directors present: Allred, Balentine, Deaver, Evans

Directors absent: Parker

Others present: CEO Drees, DOA Rawlings, Consultant Michael Brouse

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

#### **2. BUSINESS ITEMS**

**A. Budget Workshop**

Staff and the board discussed the proposed budget presented by CEO Drees. The Board directed CEO Drees to consider the comments made and present a draft budget at the June 6, 2017 Board meeting.

#### **3. CLOSED SESSION**

**A. Personnel Evaluation: CEO**

#### **4. CLOSED SESSION REPORT**

The Board conducted an evaluation of the performance of CEO Drees. No other items were discussed.



**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 3:43 p.m.

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David Evans, President

ATTEST

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Jimmy R. Balentine, Secretary

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

**TO:** Board of Directors  
**FROM:** Kevin Wojtkiewicz, Director of Planning  
**SUBJECT:** Kern County Consent to Sublease  
**MEETING DATE:** May 16, 2017

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**Background:**

MASP executed a lease with Kern County on March 1, 2015 for office space and acreage located at building 1. The space is utilized by Kern Regional Transit. Kern County would like to sublease this space to National Express Transit Corporation.

Staff recommends approval and execution of the sublease.

**Impacts:**

Fiscal: N/A

Environmental: N/A

Legal: N/A

**Recommended Action:**

Approve and execute the consent to sublease.



## **CONSENT TO SUBLEASE**

This Consent to Sublease ("Consent") is made by Mojave Air and Space Port ("Landlord"), COUNTY OF KERN ("Sub-Landlord"), and NATIONAL EXPRESS TRANSIT CORPORATION ("Sub-Tenant") effective as of January 17, 2017 ("Effective Date").

Whereas, Landlord and Sub-Landlord entered into that lease dated March 1, 2015 (the "Master Lease"), for 565 sq. ft. of office space and common use of approximately 11,000+/- sq. ft. of bus and vehicle parking space, located at 16922 Airport Blvd., building 1, Mojave, CA (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 20 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 from 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 resulting from Sub-Landlord or Sub-Tenant's negligence or willful misconduct in relation to their performance of obligations under 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.

**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 carry the insurance policies required to be carried by Sub-Landlord pursuant to sections 21 of the Master Lease, and will deliver evidence of that to Landlord prior to occupancy. The insurance will (a) name Landlord and Sub-Landlord as additional insured; and (b) 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.

**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 Rents 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 Rents 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. Intentionally Deleted.**

**11. 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.

**12. 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.

Dated: \_\_\_\_\_

Landlord, MOJAVE AIR AND SPACE  
PORT

By \_\_\_\_\_  
President of the Board

Attest:

By \_\_\_\_\_  
Secretary

Dated: 4/13/17

Sub-landlord, COUNTY OF KERN

By [Signature]  
ASST. County Administrative  
Officer GEOFFREY HILL

Dated: 4/10/17

Sub-Tenant, NATIONAL EXPRESS  
TRANSIT CORPORATION

By [Signature]  
Judith Crawford, Chief Executive Officer

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

**TO:** Board of Directors  
**FROM:** Karina Drees, GM  
**SUBJECT:** Static Display Aircraft  
**MEETING DATE:** May 16, 2017

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**Background:**

As part of the airport's beautification effort, we intend to wash and paint the static aircraft at our entrance. In the previous meeting, staff discussed with the Board some paint options. We gathered feedback and are presenting the attached options for vote to approve a paint scheme.

The F4 is owned by the Air Force and we intend to keep the same paint scheme: gray and orange. We intend to paint the 990 white, but would like input from the Board on the details.

**Impacts:**

Fiscal: Unknown. We will collect bids once we have a paint scheme approved.  
Environmental: None  
Legal: None

**Recommended Action:**

Approve a paint scheme for the static aircraft.



















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

**TO:** Board of Directors

**FROM:** Karina Drees

**SUBJECT:** Surplus Vehicle

**MEETING DATE:** May 16, 2017

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**Background:**

The district would like the vehicle below deemed surplus and those items will be disposed of properly and/or sold.

<u>Year</u>	<u>Make/Model</u>	<u>Last 4 VIN</u>
2001	Ford Ranger	1003

**Impacts:**

Fiscal: None

Environmental: None

Legal: None

**Recommended Action:**

The Board approve the resolution authorizing the CEO to dispose of the vehicle as specified therein.

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOJAVE AIR AND SPACE PORT  
DECLARING CERTAIN PROPERTY SURPLUS TO  
THE NEEDS OF THE DISTRICT AND AUTHORIZING  
DISPOSITION OF THE PROPERTY**

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

**1. Purpose.**

This resolution declares certain property surplus to the needs of the District and authorizes the Chief Executive Officer to dispose of such property.

**2. Disposition of Property.**

The Board finds and declares:

(a) The Board of Directors hereby finds and declares the property identified in Exhibit A attached hereto, and incorporated herein by reference, (the "Surplus Property") to be surplus property and no longer suitable to the District's needs.

(b) The District's Chief Executive Officer is directed to dispose of the Surplus Property in a manner in the best interests of the District.

(c) The Chief Executive Officer is authorized to determine which offer to acquire the Surplus Property is in the best interests of the District.

(d) If no offers are received the Chief Executive Officer is authorized to dispose of the Surplus Property in a manner that is in the best interests of the District and in accordance with law.

(e) The District's Chief Executive Officer shall report the results of the disposal of the property to the Board of Directors.

**PASSED, APPROVED AND ADOPTED** on May 16, 2017.

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

ATTEST:

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

(SEAL)

## Exhibit A

Surplus Property 5.16.2017

<b>Year</b>	<b>Make/Model</b>	<b>Last 4 VIN</b>
2007	Ford Ranger	1003

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

**TO:** Board of Directors  
**FROM:** Karina Drees, GM  
**SUBJECT:** Borrowing Limit Increase  
**MEETING DATE:** May 16, 2017

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**Background:**

During the May 2 Board meeting, staff discussed with the Board borrowing limitations Airport Districts are subject to within the State. We have talked with Assembly representatives about proposing a carve-out to the legislation, which will enable us to borrow money for growth.

We anticipate having a resolution to the Board for the meeting and are asking the Board to vote on a \$10M borrowing limit and a 20-year pay-back period.

**Impacts:**

Fiscal: None at this time  
Environmental: None  
Legal: None

**Recommended Action:**

Authorize the CEO to continue working with the Assembly to proceed with a borrowing limit increase to \$10M and a 20-year pay-back period.

# MOJAVE

## AIR AND SPACE PORT

### CEO REPORT

**TO:** MASP Board of Directors  
**FROM:** Karina Drees  
**MEETING DATE:** May 16, 2017

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#### Airport Improvements

- Our landscaping project and marketing efforts have begun. We will keep the Board updated on our progress.
- The maintenance crew has been working on some water line repairs, and the construction on our pressure reducing station will begin mid-May.

#### Discussion Items

- We are presenting the draft budget for discussion. Staff memo and budget are attached.

#### Updates

- Our Brooke Owens Fellow will be starting their 10-week internship on Monday, May 15.
- We will be hosting two European delegations later this month.
- I met with Congressman McCarthy's and Congressman Knight's new DC-based legislative assistants this week. They toured the area and Mojave to better understand how they may assist future requests.
- The offices will be closed for the Memorial Day Holiday, Monday, May 29.

#### Authorized Payments

- We traded in a diesel maintenance truck to Kieffe and Sons for a used 4-wheel drive truck for \$14,500. The diesel truck required too much maintenance and we only used it to drive airport. Security will receive the new truck and maintenance will receive the current security truck.
- See check registers dated 5/10/17, total checks/payment amount: \$17,750.32.

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

**TO:** Board of Directors  
**FROM:** Karina Drees, GM  
**SUBJECT:** FY 17-18 Draft Budget  
**MEETING DATE:** May 16, 2017

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**Background:**

FY 16-17 has been an outstanding revenue year for the District. It is estimated fuel revenue will be 100% higher than originally budgeted. We expect fuel sales to remain up, but are unable to predict how much revenue we will receive from the military over the next fiscal year. We will close the year with about \$9M in cash reserves, and would like to reinvest some of the reserves back into the property.

Staff would like to introduce the attached draft of the FY 17-18 budget. Most of the individual budget items are only adjusted to reflect the cost of business, but there are a few items staff would like the Board to consider:

We would like to discuss changing the presentation format of the budget as well as the monthly financial reports throughout the year.

This budget reflects four new hires during the year: two during the first half of the year and two during the second half of the year, based on our needs with the current team. We will have a pending offer in the coming weeks and hope to fill one of these slots prior to July 1 based on the current year budget. These new hires will assist our response time with our customers and help shape growth for the future.

In addition to the staff, we would like to discuss benefits including tuition reimbursement and lifetime health insurance.

There are a number of capital improvements to discuss as well, including:

- \$3M for perimeter road improvements
  - As mentioned in prior meetings, for years the roads have been a constant source of pain for our customers. We are working up some scenarios that will create a win-win for the airport and tenants.

# MOJAVE

## AIR AND SPACE PORT

- \$400K for Radar upgrade
  - The DOD is upgrade their Radar system from Rehost to STARS. We have known about this pending upgrade, but thought it was to take place during the 18-19 fiscal year. We have recently learned area airports are expected to pay for the upgrade in March 2018. There is additional data to gather, but want to be sure we are capturing the expense appropriately.
- \$500K for property acquisition
  - We will continue the effort of building and land acquisition during the year to accommodate growth.
- \$150K for parking lot improvements at the event center
  - Our recently approved conditional use permit requires 79 spaces to be paved.

We look forward to highlighting our plans for the year and learn from the Board any additional items you wish to discuss.



**MOJAVE AIR & SPACE PORT**  
Proposed Budget  
2017 2018

Description	Operating Revenue				Operating Expense				Operating Income	Nonoperating Revenue & Expense		Excess of Total Revenue over Total Expense	
	Rents & Leases	Fuel & Services	Other	Total	Fire	Security	Tower	Planning		Maintenance	Total		Revenue
Revenue													
Rents & Leases	\$4,907,534.			\$4,907,534.									
Fuel Sales & Services		2,565,030.		2,565,030.									
Other Operating Revenue			64,811.	64,811.									
Property Taxes											660,000.		660,000.
Grants In Aid/Federal/State											300,000.		300,000.
Interest Income											28,556.		28,556.
<b>Total Revenue</b>	<b>4,907,534.</b>	<b>2,565,030.</b>	<b>64,811.</b>	<b>7,537,375.</b>							<b>988,556.</b>		<b>8,525,931.</b>
Cost and Expense													
Cost of Fuel and Lubricants Sold		1,375,000.		1,375,000.									1,375,000.
Salaries & Benefits		542,209.		542,209.	325,783.	238,152.		224,424.	545,497.	1,333,857.	1,588,275.		3,464,341.
Supplies					1,875.	1,875.		1,875.	36,875.	42,500.	200,000.		242,500.
Communications											65,000.		65,000.
Training											30,000.		30,000.
Permits & Fees									30,000.	30,000.			30,000.
Repairs & Maintenance									565,000.	615,000.			615,000.
Outside Services		50,000.		50,000.				195,000.	125,000.	920,159.	330,000.		1,250,159.
Travel					25,000.	334,544.	240,615.			920,159.	50,000.		50,000.
Bad Debts											20,000.		20,000.
Dues & Subscriptions											50,000.		50,000.
Insurance											325,000.		325,000.
Marketing											76,750.		76,750.
Rent Expense		50,000.		50,000.					20,000.	20,000.			70,000.
Utilities											300,000.		300,000.
Miscellaneous					5,000.	5,000.		5,000.	5,000.	20,000.	20,000.		40,000.
Expense Reimbursements					24,564.	22,546.	22,877.			69,987.			69,987.
California City Grant												50,000.	50,000.
<b>Total Cost and Expense</b>		<b>2,017,209.</b>		<b>2,017,209.</b>	<b>382,222.</b>	<b>602,117.</b>	<b>263,492.</b>	<b>426,299.</b>	<b>1,327,372.</b>	<b>2,861,529.</b>	<b>4,878,738.</b>	<b>3,055,025.</b>	<b>7,983,763.</b>
<b>Total Excess of Revenue over E</b>	<b>\$4,907,534.</b>	<b>\$547,821.</b>	<b>\$64,811.</b>	<b>\$5,520,166.</b>	<b>(\$382,222.)</b>	<b>(\$602,117.)</b>	<b>(\$263,492.)</b>	<b>(\$426,299.)</b>	<b>(\$1,327,372.)</b>	<b>(\$2,861,529.)</b>	<b>\$2,658,637.</b>	<b>(\$3,055,025.)</b>	<b>\$938,556.</b>
Reserve Designations													
FAA Projects													\$330,000.
Infrastructure Projects													3,260,000.
Property Investments													500,000.
Equipment													507,500.
<b>Total Reserve Designations</b>													<b>\$4,597,500.</b>

Date: Wednesday, May 10, 2017  
 Time: 03:16PM  
 User: LCALICA

### Mojave Air & Space Port

#### Check Register - Standard

Page: 1 of 2  
 Report: 03630.rpt  
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Ref Closed	Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
<b>Company: EKAD</b>												
Acct/Sub: 055509	101000	CK	1200	0213	10-17	038016	VO	5663		3/8/2017	0.00	2,041.50
			Belden, T. Scott, PC Law Office of									
055510	CK	5/5/2017	0350	Clark's Pest Control	10-17	038020	VO	0200910258/0417		4/18/2017	0.00	42.00
055510	CK	5/5/2017	0350	Clark's Pest Control	10-17	038021	VO	0200922714/0417		4/18/2017	0.00	42.00
055510	CK	5/5/2017	0350	Clark's Pest Control	10-17	038022	VO	0200972309/0417		4/18/2017	0.00	43.00
055510	CK	5/5/2017	0350	Clark's Pest Control	10-17	038023	VO	0201058810/0417		4/18/2017	0.00	61.00
<b>Check Total</b>												<b>188.00</b>
055511	CK	5/5/2017	1944	Scaled Composites	10-17	037754	VO	AR DM061516		10/31/2017	0.00	750.00
<b>Check Total</b>												<b>1,619.76</b>
055512	CK	5/5/2017	1944	Scaled Composites	10-17	037755	VO	AR DM 061515		11/23/2017	0.00	1,152.72
<b>Check Total</b>												<b>1,152.72</b>
055513	CK	5/5/2017	1952	So. Calif. Edison	10-17	038027	VO	2340063106/APR		4/20/2017	0.00	79.22
<b>Check Total</b>												<b>261.73</b>
055514	CK	5/5/2017	1954	The Gas Company	10-17	038025	VO	16561545001/APR		4/17/2017	0.00	314.15
<b>Check Total</b>												<b>655.10</b>
055515	CK	5/5/2017	2014	Sharper Landscaping Services, Inc	10-17	038028	VO	PROPOSAL # 1532		4/19/2017	0.00	4,818.24
<b>Check Total</b>												<b>11,343.24</b>

Check Count: 7

Check Type	Count	Amount Paid
Regular	7	17,750.32

Acct Sub Total: 17,750.32

Date: Wednesday, May 10, 2017  
 Time: 03:16PM  
 User: LCALICA

### Mojave Air & Space Port

#### Check Register - Standard

Page: 2 of 2  
 Report: 03630.rpt  
 Company: EKKAD

Periods: 10-17 Through 11-17 As of: 5/10/2017

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	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>7</b>			<b>17,750.32</b>

Company Disc Total 0.00      Company Total 17,750.32