

MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: June 21, 2022
Location: Board Room
1434 Flightline, Mojave, California
Time: 2:00 p.m.

Zoom Video Conference:

<https://us02web.zoom.us/j/81169957579?pwd=S24vNStCMm8yQkZ0UFZBeEgzQ2UxZz09>

Phone: 669 900 9128
Meeting ID: 811 6995 7579
Passcode: 146447

AGENDA

1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call

Via Zoom:

Jimmy Balentine
16301 Koch St.
Mojave, CA 93501

Chuck Coleman
501 N Ferry St.
Ludington, MI 49431

- 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 Action Items.

- A. Minutes of the Special Board Meeting June 3, 2022
- B. Minutes of the Regular Board Meeting June 7, 2022
- C. Minutes of the Special Budget Workshop Meeting June 13, 2022
- D. Check Register dated June 15, 2022, \$117,640.47
- E. Check Register dated June 16, 2022, \$ 71,454.00

4. Action Items (Continued)

- A. Resolution Approving a Budget and Establishing the Appropriations Limit for the Fiscal Year Commencing July 1, 2022 (Director of Administration)

- B. Resolution Amending BP 300 to Add a New Authorized Position (Director of Administration)
- C. Resolution to Amend BP 700 to add an Access Control Policy. (Director of Operations)
- D. Resolution Amending BP 400 as it relates to Insurance Requirements (CEO)

5. Reports

- A. CEO/GM Report
- B. Board Committee
- 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.

Adjournment

This Agenda was posted on June 17, 2022, by Jason Buck.

This meeting will be conducted in person and via zoom video conference. If you participate via zoom, please:

- **KEEP YOUR MIC MUTED** at all times that you are not making a comment in order to minimize noise during the meeting. Unmute only to make a comment on an agenda item.
- The general rules regarding public comment apply to those using zoom.
- Comments may also be made in the zoom chat function or via email to the Board Clerk at Lynn@mojaveairport.com prior to the start of the meeting.

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 Lynn@mojaveairport.com

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

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

MISSION STATEMENT

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

BOARD OF DIRECTORS

MINUTES OF THE SPECIAL MEETING ON JUNE 3, 2022.

1. CALL TO ORDER

The meeting was called to order on Friday, June 3, 2022, at 12:02 p.m. by Director Barney.

A. Pledge of Allegiance: CEO Lindner led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present in person: Balentine, Barney, Coleman, Morgan.

Directors absent: None

Others present: DOO Reid, DOA Rawlings

Others present via Zoom: Board Clerk Johansen, District Counsel Navé

C. Approval of Agenda: Upon motion by Director Morgan, seconded by Director Coleman, The Board unanimously approved the agenda.

2. Action Items: Appointment to Fill Board Vacancy

Director Barney reviewed with the Board the results of her interviews with the applicants to fill the vacancy, after which lengthy discussion ensued. The motion by Director Morgan to appoint Randa Milliron, seconded by Director Barney, failed with a 2-2 vote with Directors Coleman and Balentine voting no. Director Barney motioned to make a statement to the Board of Supervisors that they were unable to come to an appointment for the Vacant Board Seat and are recommending the seat remain vacant, seconded by Director Morgan the vote 3-1 with Director Balentine abstaining.

3. COMMUNITY ANNOUNCEMENTS

Director Coleman gave some information on the new “Top Gun Maverick” movie and its status as the number one movie in the world.

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 12:59p.m.

Diane Barney, President

ATTEST

Jimmy R. Balentine, Secretary

BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING ON JUNE 7, 2022.

1. CALL TO ORDER

The meeting was called to order on Tuesday, June 7, 2022, at 2:02p.m. by Director Barney.

A. Pledge of Allegiance: District Counsel Navé led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present via zoom and in person: Barney, Coleman, Morgan

Directors absent: Balentine

Others present: CEO Lindner, DOA Rawlings, DOF Van Wey, Security Chief Spandorf, Fire Chief Fararr and District Counsel Navé.

B. Approval of Agenda: Upon motion by Director Morgan, seconded by Director Coleman, the Board unanimously approved the agenda.

2. COMMUNITY ANNOUNCEMENTS

Grace Wang discussed with the Board the issues the Mojave Hangar Association is having in obtaining insurance that complies with the District's lease requirements and potential options.

3. CONSENT AGENDA

Upon motion by Director Morgan, seconded by Director Coleman, the Board unanimously approved the Consent Agenda.

A. Minutes of the Special Board Meeting May 26,2022

B. Check Register dated June 1, 2022, \$125,546.43

C. Resolution Declaring Certain Property Surplus

4. ACTION ITEMS

A. Adoption of Resolution Regarding Remote Meetings

Counsel Navé briefed the directors on this resolution. Directors discussed the adoption of the resolution. No action was taken.

B. Resolution Amending BP 400 as it relates to Insurance

CEO Linder discussed the proposed new insurance requirements, the topic was tabled to the next board meeting on June 21, 2022, to be able to gain better understanding on the insurance requirements from the MASP Insurance Broker.

5. REPORTS

A. Financial Report

DOA Rawlings presented the financial report for April 2022.

B. Fire Report

Chief Farrar presented the monthly Fire Dept. report.

C. Facilities Report

Facilities Director VanWey presented the monthly facilities report.

D. DOO Report

DOO Reid presented the Operations report and updated the board on all activities.

E. CEO Report

CEO Linder presented the CEO report and updated the Board on all ongoing and upcoming projects. Steve Irving presented the idea of airshows at MASP. CEO Lindner informed the board that the Kern County Economic Development has a board seat opening if any of our current Board members would like to be a part of that board.

F. Board Committees

There are no Board committees at this time.

G. Board of Director Comments

No Comments were made.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were made.

7. CLOSED SESSION

A. Real Property Negotiations (Govt Code 54956.8)

1. Property: Scaled Buildings 18 & 73

Parties: MASP, Scaled Composites

Negotiator: CEO, General Counsel

Terms: Lease Terms

8. CLOSED SESSION REPORT

In closed session, the board discussed lease negotiations with Scaled Composites Buildings 18 and 73. No other items were discussed, and no action was taken.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 3:26 p.m.

Diane Barney, President

ATTEST

Jimmy R. Balentine, Secretary

BOARD OF DIRECTORS

MINUTES OF THE SPECIAL MEETING ON JUNE 13, 2022

1. CALL TO ORDER

The meeting was called to order on Monday, June 13, 2022, at 2:07 p.m. by Director Barney.

A. **Pledge of Allegiance:** DOO Reid led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present via in person and zoom: Balentine, Barney, Coleman, Morgan

Directors absent: None

Others present: CEO Lindner, DOA Rawlings, DOO Reid, DOT Buck.

B. Approval of Agenda

Upon motion by Director Coleman, seconded by Director Morgan, the Board unanimously approved the agenda.

2. Budget Workshop

DOA Rawlings presented the proposed FY 2022-23 Budget. Staff and Directors discussed new vehicles for Security, and Operations, building improvements and Capital Improvements. Director Balentine joined the meeting at 2:36 p.m.

3. Public Comment on Items Not on the Agenda

There were no Public Comments.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 4:00 pm.

ATTEST

Diane Barney, President

Jimmy R. Balentine, Secretary

Date: Wednesday, June 15, 2022
 Time: 12:22PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 12-22 As of: 6/15/2022

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

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
062372	CK	6/21/2022	0775 Granite Construction	12-22	051047	VO	PAY REQ #9	6/8/2022	0.00	32,839.03
062373	CK	6/21/2022	1960 Special District Risk Mgmt.	12-22	050855	VO	71718	5/16/2022	0.00	84,801.44

Check Count: 2

Acct Sub Total: 117,640.47

Check Type	Count	Amount Paid
Regular	2	117,640.47
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	2	117,640.47

Company Disc Total	0.00	Company Total	117,640.47
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Date: Thursday, June 16, 2022
 Time: 03:52PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 12-22 As of: 6/16/2022

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

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
062374	CK	6/21/2022	1031 Jake's Roofing and Coatings	12-22	051078	VO	1441	6/13/2022	0.00	71,454.00

Check Count: 1

Acct Sub Total: 71,454.00

Check Type	Count	Amount Paid
Regular	1	71,454.00
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	1	71,454.00

Company Disc Total	0.00	Company Total	71,454.00
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STAFF MEMORANDUM

TO: Board of Directors

FROM: Carrie Rawlings

SUBJECT: FY 22-23 Budget

MEETING DATE: June 21, 2022

Background:

Staff is presenting the FY 22-23 for Board approval. Items worth noting include:

- We are finishing up Taxiway C project and anticipate our 12-30 project to be approved this year. The FAA has approved the supplemental and discretionary funding for the 12/30 project.
 - o Revenue: \$12,531,589 (includes 5% funding) Expense: \$12,921,667
- Cash reserve designations include:
 - o Infrastructure projects: \$1,875,000. Projects include items such as GA hangar site prep, GA pavement improvement, PAPI upgrade, compass rose calibration, gate improvements and pump house updates.
 - o Property investments: \$290,000. Investments include land and building acquisition.
 - o Building Improvements: \$925,000. Investments include replacement of roofs, GA Improvements, bathroom remodel, HVAC replacements and vault improvements.
 - o Equipment: \$554,117. Investments include radar, conference room updates, maintenance equipment, replacement vehicles and computer servers.
 - o Employee Benefits: \$250,000. Will include setting money aside for OPEB in our established trust.
- There are four new positions budgeted:
 - o Security Officer
 - o Technology Integrator
 - o (2) Maintenance
- Cost of living increase of 7% for employees that have been employed longer than 60 days.

Recommended Action:

Approve the resolution and FY 22-23 budget as presented.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MOJAVE AIR AND SPACE PORT AFFIRMING ITS INVESTMENT POLICY,
APPROVING A BUDGET, AND ESTABLISHING THE APPROPRIATIONS LIMIT
FOR THE FISCAL YEAR COMMENCING JULY 1, 2022**

BE IT RESOLVED by the Board of Directors of the Mojave Air and Space Port as follows:

1. Investment Policy.

The investment policy adopted of November 7, 2017, as amended, is affirmed.

2. Budget.

The budget incorporated by this reference as Exhibit A, is approved for the fiscal year commencing July 1, 2022.

3. Appropriations Limit.

The appropriations limit of the District under California Constitution Article XIII B for the fiscal year commencing July 1, 2022, is \$2,209,998.00.

PASSED, APPROVED AND ADOPTED on June 21, 2022.

Aye:
No:
Abstain:
Absent:

Diane Barney, President

ATTEST

Jimmy R. Balentine, Secretary

MOJAVE AIR & SPACE PORT
FY 22-23 Budget

Description	Rents & Leases Aviation	Rents & Leases Non-aviation	Flight Related Activities	Non-flight Related Activities	TOTAL 2022-2023 Budget
Operating Revenue					
Fuel Sales & Services	-	-	5,000,000	-	5,000,000
Cost of Fuel & Lubricants Sold	-	-	4,000,000	-	4,000,000
Gross Profit on Fuel Sales & Services	-	-	1,000,000	-	1,000,000
Rents & Leases	5,461,200	1,771,200	73,800	73,800	7,380,000
Other Revenue	-	-	75,000	75,000	150,000
Total Operating Revenue	5,461,200	1,771,200	1,148,800	148,800	8,530,000
Operating Expense					
Salaries & Benefits	1,501,628	1,001,085	1,410,620	637,054	4,550,388
Noncapitalized Equipment	68,600	37,800	23,800	9,800	140,000
Supplies	50,400	26,600	46,200	16,800	140,000
Licensing & Software	50,000	33,750	18,750	22,500	125,000
Communications	81,600	16,800	13,200	8,400	120,000
Training & Travel	10,800	10,200	9,600	29,400	60,000
Permits & Fees	14,000	15,600	10,400	-	40,000
Repairs & Maintenance	405,000	225,000	112,500	7,500	750,000
Engineering Services	161,000	94,500	59,500	35,000	350,000
Legal & Accounting Services	125,000	-	-	125,000	250,000
Operating Services	444,000	103,600	133,200	59,200	740,000
Bad Debts	30,000				30,000
Dues & Subscriptions	12,650	7,700	8,800	25,850	55,000
Insurance	87,500	87,500	87,500	87,500	350,000
Marketing	15,000	15,000	15,000	105,000	150,000
Rent Expense	20,000	8,000	70,000	2,000	100,000
Utilities	128,000	196,000	40,000	36,000	400,000
Tenant Retention	50,000	50,000	-	-	100,000
Miscellaneous	9,000	9,000	36,000	36,000	90,000
Depreciation	891,000	27,000		1,782,000	2,700,000
Expense Reimbursements	-		(96,000)	(24,000)	(120,000)
Total Operating Expense	4,155,178	1,965,135	1,999,070	3,001,004	11,120,388
Excess (Deficit) of Operating Revenue over Operating Expense	1,306,022	(193,935)	(850,270)	(2,852,204)	(2,590,388)
Nonoperating Revenue					
Property Taxes	543,750	181,250	-	-	725,000
Interest Income	-	-	-	30,000	30,000
Total Nonoperating Revenue	543,750	181,250	-	30,000	755,000
Excess (Deficit) of Revenue over Expense	1,849,772	(12,685)	(850,270)	(2,822,204)	(1,835,388)
FAA Projects					
Grants In Aid-Federal/State	-	-	12,531,589	-	12,531,589
FAA Projects Expense	-	-	(12,921,667)		(12,921,667)
Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense	-	-	(390,078)	-	(390,078)
Reserve Designations					
Working Capital				5,560,194	5,560,194
Infrastructure Projects	-	-	-	1,875,000	1,875,000
Property Investments	-	-	-	290,000	290,000
Building Improvement				925,000	925,000
Equipment	-	-	-	554,117	554,117
Employee Benefits	-	-	-	250,000	250,000
Total Reserve Designations	-	-	-	9,454,311	9,454,311



AIR & SPACE PORT
AT RUTAN FIELD

STAFF MEMORANDUM

TO: Board of Directors

FROM: Carrie Rawlings

SUBJECT: Policy 300

MEETING DATE: June 21, 2022

Background:

In our efforts to continue to make the team more efficient we have created a position as Technology Integrator. The Technology Integrator position is an addition to staff in the 22-23 budget to assist our Director of Technology.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Adopt the resolution approving the recommended changes to Policy 300.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF MOJAVE AIR AND SPACE PORT
AMENDING THE ADMINISTRATIVE CODE AS IT RELATES
TO AUTHORIZED POSITIONS AND COMPENSATION**

Whereas, Board Policy 300, section 3-1.01, specifies the authorized positions for District employees;

Whereas, Board Policy 300, section 3-1.02, specifies the compensation for the District's authorized positions; and

Whereas, the District desires to amend the sections regarding authorized positions and compensation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mojave Air and Space Port as follows:

1. Section 3-1.01 and 3-1.02 of the Board Policy 300 are amended to read as follows:

“Section 3-1.01 General

(a) **General.** This Article describes terms and conditions of employment. The District's Employee Handbook contains a more complete description of the terms, conditions and benefits of employment with the District.

Section Positions Authorized

- (a) The following full-time positions are authorized:

CEO/General Manager	Maintenance Supervisor
Director of Planning	Maintenance II
Director of Operations	Maintenance I
Director of Administration	Security Chief
Director of Fuels	Assistant Security Chief
Director of Technology	Security Officer
Director of Facilities	Contracts Manager
Air Traffic Control Supervisor	Administrative Assistant II
Air Traffic Control Specialist	Administrative Assistant I
Facilities Manager	Technology Integrator

- (a) The following part-time/temporary positions are authorized:

Maintenance - Fueler	Air Traffic Control Specialist
Maintenance -Temporary	Security Officer
Administration/Intern - Temporary	

Section 3-1.02 Compensation

- (a) Employees shall be paid biweekly on Fridays.
- (b) Monthly minimum and maximum salaries for full-time authorized positions are:

FULL TIME	COMPENSATION	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CEO/General Manager	12,500	25,000
Director of Planning	6,667	14,000
Director of Operations	6,667	12,500
Director of Administration	6,667	12,500
Director of Fuels	6,667	12,500
Director of Technology	6,667	12,500
Director of Facilities	6,667	12,500
Air Traffic Control Supervisor	5,200	8,000
Air Traffic Control Specialist	5,000	7,000
Facilities Manager	4,144	7,000
Maintenance Supervisor	4,144	6,250
Maintenance II	3,471	6,000
Maintenance I	2,600	5,000
Security Chief	4,144	7,000
Assistant Security Chief	2,600	6,250
Security Officer	2,600	5,000
Contracts Manager	4,144	7,000
Administrative Assistant II	4,144	6,000
Administrative Assistant I	2,600	5,000
Technology Integrator	3,120	6,250

PASSED, APPROVED, AND ADOPTED on June 21, 2022.

Ayes:
Noes:
Abstain:
Absent:

Diane Barney, President

ATTEST

Jimmy R. Balentine, Secretary

POLICY 300 - PERSONNEL¹

ARTICLE 1. EMPLOYEE POSITIONS AND BENEFITS

Section 3-1.01 General

This Article describes terms and conditions of employment. The District's Employee Handbook contains a more complete description of the terms, conditions and benefits of employment with the District.

Section Positions Authorized

- (a) The following full-time positions are authorized:

CEO/General Manager	Maintenance Supervisor
Director of Planning	Maintenance II
Director of Operations	Maintenance I
Director of Administration	Security Chief
Director of Fuels	Assistant Security Chief
Director of Technology	Security Officer
Director of Facilities	Contracts Manager
Air Traffic Control Supervisor	Administrative Assistant II
Air Traffic Control Specialist	Administrative Assistant I
Facilities Manager	Technology Integrator

- (b) The following part-time/temporary positions are authorized:

Maintenance - Fueller	Air Traffic Control Specialist
Maintenance - Temporary	Security Officer
Administration/Intern - Temporary	

Section 3-1.02 Compensation

¹ Adopted on March 20, 2018 by Res. No. 18-03-777

² Section 3-1.01 & 3-1.02 amended on November 6, 2018 by Res. No 18-11-787

³ Section 3-1.01 (a) & 3.1.02 (b)(c) amended on June 2, 2020 by Res. No. 20-06-803

⁴ Section 3-1.01 (a)(b) & 3-1.02 (b)(c) amended on October 6, 2020 by Res. No. 20-10-806

⁵ Section 3-1.01 (a)(b)(c) & 3.1.02 (b)(c) amended on December 1, 2020 by Res. No 20-12-809

⁶ Section 3-1.01 (a) & 3.1.02 (b)(c) amended on September 21, 2021 by Res. No 21-09-819

- (a) Employees shall be paid biweekly on Fridays.
- (b) Monthly minimum and maximum salaries for full-time authorized positions are:

FULL TIME	COMPENSATION	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CEO/General Manager	12,500	25,000
Director of Planning	6,667	14,000
Director of Operations	6,667	12,500
Director of Administration	6,667	12,500
Director of Fuels	6,667	12,500
Director of Technology	6,667	12,500
Director of Facilities	6,667	12,500
Air Traffic Control Supervisor	5,200	8,000
Air Traffic Control Specialist	5,000	7,000
Facilities Manager	4,144	7,000
Maintenance Supervisor	4,144	6,250
Maintenance II	3,471	6,000
Maintenance I	2,600	5,000
Security Chief	4,144	7,000
Assistant Security Chief	2,600	6,250
Security Officer	2,600	5,000
Contracts Manager	4,144	7,000
Administrative Assistant II	4,144	6,000
Administrative Assistant I	2,600	5,000
Technology Integrator	3,120	6,250

- (c) Salaries for part-time employees are as follows:

<u>POSITION (Part-Time)</u>	<u>HOURLY RATE</u>
POSITION <u>(Part-Time)</u>	HOURLY RATE
Air Traffic Control Specialist	28.00 - 43.00
Security Officer	15.00 - 20.00
Maintenance - Fueller	15.00 - 20.00
Maintenance – Temporary	15.00 - 20.00
Administrative – Temporary/Intern	15.00 - 20.00

- (d) Wages shall be paid according to State and Federal Law.

Section 3-1.03 Change in Compensation

(a) The General Manager may recommend compensation changes based on merit. The General Manager may increase the salary of an employee once annually by not more than 5% per month or \$100 per month, whichever is greater, as a reward for outstanding service. The General Manager shall notify the Board within twenty days after granting such a merit raise.

(b) The board may authorize changes in compensation based on cost-of-living.

Section 3-1.04 Benefits

(a) **Vacation.** Persons employed by the District, other than temporary or part-time employees, are entitled to a paid vacation as specified in the Employee Handbook. Time off for vacation shall be scheduled with the General Manager so vacations will not conflict with the work schedule. An employee may use vacation benefits on consecutive or non-consecutive days with the supervisor's permission.

(b) **Sick Leave.** Employees shall receive sick leave in accordance with law as specified in the Employee Handbook.

(c) **Retirement and Disability.** The District is a member of the California Public Employees Retirement System, and provides retirement and permanent disability benefits in accordance with its CalPERS contract, as explained in greater detail in the Employee Handbook.

(d) **Health, Dental and Optical Plan.** Permanent, full-time officers and employees, including directors, and their dependents shall be eligible for membership in the District's group health plan, including medical, dental, optical, and audiology. The Employee Handbook shall specify the requirements and costs, if any, for employee participations in these benefits.

(e) **Life Insurance.** Permanent full-time employees receive the life insurance benefits of the District's health and accident insurance plan in an amount and form as from time to time established by the Board.

Section 3-1.05 Leave Without Pay

An employee may request time off without pay in lieu of receiving any benefits provided. Such time off without pay may also be requested even though benefits as herein provided would not otherwise accrue. The supervisor and General Manager shall approve or disapprove the request in their sole discretion.

Section 3-1.06 Expenses

(a) Officers or employees required to use personal vehicles on District business by action of the Board or the General Manager shall be reimbursed at the rate permitted by the IRS

for reimbursement. Officers or employees shall file a claim for such reimbursement on a form established by the General Manager, not later than 30 days after the accrual of the claim.

Section 3-1.07 **Probationary Periods**

Regular appointments, including promotional appointments, shall be for a probationary period of six months. During the probationary period, the employee may be removed without cause, and without the right of an appeal or hearing.

Section 3-1.08 **Discrimination**

No person employed or seeking employment with the District, shall be employed, promoted, discharged, reduced, suspended or in any way favored or discriminated against because of political opinions or affiliation, race, color, creed, sex, age, national origin, physical or medical disability, or handicap.

Section 3-1.09 **Nepotism**

Except as expressly provided herein, nepotism is prohibited. The District will not prohibit the employment of members of an immediate family in the same department or administrative unit, if the family member is not participating in making recommendations or decisions required by the job to affect the appointment, retention, work assignments, demotion, salary, or working conditions of another family member. For the purposes of this section, the term "immediate family" shall mean mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, uncle or aunt.

Section 3-1.10 **Jury Duty**

Permanent, full-time employees shall be given a leave of absence for service on a petite jury. The employee shall be paid regular district salary during such jury service if the employee endorses jury fee, but not expense reimbursement, to the district.

ARTICLE 2. EMPLOYEE DISCIPLINE

Section 3-2.01 **Discharge, Reduction and Suspension**

(a) Whenever the General Manager believes that it may be in the best interest of the District to discharge, reduce, or suspend an employee, the General Manager shall provide the employee with an unsigned written statement, setting forth the basis for such preliminary determination and invite the employee to present a statement contesting the facts alleged in the preliminary notice or the conclusions stated therein. The amount of time given to the employee to respond shall be determined on a case-by-case basis after giving due consideration to the length of the employee's service, the gravity of the charges, and the proposed action. No advance notice need be given to any employee when an emergency exists for such action.

(b) The General Manager may discharge, reduce, or suspend an employee for good cause after having complied with subparagraph (a) of this section. Notice of such action shall be given in writing and shall be served on the employee. The notice shall state the nature of the action taken and a summary of the reasons for such action.

Section 3-2.02 **Appeal**

An employee who has been discharged, reduced in rank, or suspended for longer than ten working days, may appeal the action to the Board by notifying the General Manager and the Board within fifteen day after receipt of the notice required above.

Section 3-2.03 **Hearing**

Upon receipt of an appeal from an employee, the Board shall set a date for hearing. The Board may sit *en banc* or assign the matter to one or more directors to hear and decide the appeal. The Board, or the hearing officer, may compel the attendance of witnesses to testify under oath.

MOJAVE

AIR AND SPACE PORT

STAFF MEMORANDUM

TO: Board of Directors

FROM: Tim Reid, Director of Operations

SUBJECT: Amending Board Policy 700

MEETING DATE: June 21, 2022

Background:

Staff is proposing the adoption of an access control policy. Under the policy, individual users of the Airport will be required to authorize ID badges to their guest and visitors, and will be responsible while they are at the Airport. Companies will designate an Authorized Signatory who is responsible for authorizing who at the company gets an ID badge and coordinating with Airport Security. Staff has also created a handbook and application for ID badges.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the change to Board Policy 700 as it relates to the issuance of access control credentials.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF MOJAVE AIR AND SPACE PORT
AMENDING BOARD POLICY 700
REGARDING ACCESS CONTROL**

Whereas, Mojave Air and Space Port (the “District”), a public entity, owns and operates an airport and spaceport that support a variety of uses;

Whereas, the District adopted a policy governing uses of its facilities, including leases, licenses, and contracts (“Airport Operations Policy);

Whereas, the Board desires to add An access control policy to the Airport Operations Policy;

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

1. Section 7-7.01 through 7-7.07 is added to Board Policy 700, “Airport Operations,” as specified in Exhibit 1, attached hereto, and incorporated herein by reference.
2. Except as expressly amended herein, the Airport Operations Policy is reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED on June 21,2022.

Diane Barney, President

ATTEST:

Jim Balentine, Secretary

(SEAL)

EXHIBIT 1

ARTICLE VIII. ACCESS CONTROL POLICY

Section 7-7.01 Access Control Program

This Article describes the District's access control and authorized signatory program. This program is designed to meet the needs of tenants, customers, and visitors, and to establish procedures to grant access at Mojave Airport, while protecting the integrity of the security program at Mojave Airport. This policy does not apply to transient pilots.

Section 7-7.02 Authorized Signatory

(a) Tenants and other user at the Airport shall designate an Authorized Signatory who has the discretion to decide who should have access to Airport secured areas. The Authorized Signatory will act as the liaison with the Airport Security office to coordinate issuance and cancellation of all badge and access control media, and to provide the District with periodic audits of who has been granted access.

(b) Tenants and users that are an entity (e.g., corporation, LLC, partnership) will designate and confirm with Airport Security who is the entity's Authorized Signatory. After verification, Airport Security will add the Authorized Signatory's name and a copy of their signature to the Authorized Signatory Agent file and spreadsheet listing all Authorized Agents. A copy of the Authorized Signatory Agent spreadsheet will be distributed to Airport Operations and Contract Management, and kept up to date and audited at least quarterly to ensure accuracy. The Authorized Signatory Agent spreadsheet is deemed Sensitive Information with limited access and distribution.

Section 7-7.03 Authorized Signatory Duties

The Authorized Signatory will authorize who has access to the Airport and is responsible for notifying Airport Security when someone's access is revoked or no longer required, as well as confiscating/returning that person's badges and keys to Airport Security. The Authorized Signatory is responsible for ensuring all requirements for access at the Airport under the badging program are followed. **The Authorized Signatory is responsible for accepting all liability and responsibility for the persons to whom they grant access to the Airport on behalf of themselves or their entity.**

Section 7-7.04 Authorized Signatory List and Training

(a) The Authorized Signatory is responsible for completing initial and recurrent Authorized Signatory Training, in addition to completing and submitting to Airport Security the Authorized Signatory Designation Form (See the Authorized Signatory Handbook, Attachment A) and ensuring it is completed and updated annually with the current list of Authorized Signatories.

(b) Up to three (3) Authorized Signatories are allowed per entity. Authorized Signatories must keep the Airport Security office updated with their current contact information, including name, company name (if applicable), mailing address, email address, and phone number. The Authorized Signatory must also maintain an "active" ID badge, and immediately notify the Airport Security office if they are no longer an Authorized Signatory. All Authorized Signatories must complete annual training outlining their responsibilities.

(a) Each Authorized Signatory may grant access for up to three (3) individuals at any given time, unless the Authorized Signatory works for an entity operating at the Airport pursuant to a lease or other contract. Business entities are exempted from this requirement.

(b) Authorized Signatories must inform all applicants to review MASP Policy 700 regarding operational requirements at Mojave Airport.

(c) Authorized Signatories can find Badge Applications at the MASP website: www.mojaveairport.com. A sample is included in the Authorize Signatory Handbook as Attachment B.

Section 7-7.06 Escorting Procedures

(a) Individuals who have a demonstrated need to access secured areas at Mojave Airport for a limited time may do so without obtaining a badge by using an appropriate escort.

(b) Unbadged individuals may be escorted inside the perimeter fence of the Airport by an individual with the appropriate badge/access to those areas. The escort shall maintain full control and accountability of all individuals he/she escorts and must always maintain positive control (i.e., verbal control) while providing the escort.

Section 7-7.07 Returned and Lost Badges

(a) Identification Badges issued by the District must be returned when no longer required or when requested by Airport Security. Unreturned badges will be charged a \$100 fee assessed any payable by the Authorized Signatory/Entity.

(b) All lost/stolen/damaged ID badges must be reported immediately to Airport Security at (661) 824-2434 and the granting Authorized Signatory. Airport Security will immediately disable the lost/stolen/damaged ID badge and reissue a new one at the Authorized Signatory Request.

(c) ID Badge holders who have a lost/stolen/damaged or forgotten their identification are not allowed to be escorted or permitted within an area requiring a badge.

(d) A fee may be assessed to replace lost/stolen/damaged ID badges. There will be no charge to replace the first badge, a \$50.00 charge for the second replacement badge, and a \$100.00 charge for the third replaced badge. Replacement of a badge after the third replacement will be subject to approval by the Airport General Manager.

(e) ID Badges expire by the date indicated on the badge.

BOARD POLICY 700 ¹

OPERATIONS

ARTICLE 1. AERONAUTICAL OPERATIONS

Section 7-1.01 General

Aeronautical activities at Mojave Air & Space Port shall be in conformance with applicable federal, state and District rules and regulations as set forth herein. Violations of rules and regulations shall constitute cause for the levying of fines or termination of privilege to use or lease District property.

Section 7-1.02 Categories of Use

For the purposes of this Code, use of the airport facilities is defined as follows:

(a) Class I Use: Commercial aviation activities including all use of the airport by scheduled or non-scheduled certified or chartered air carriers.

(b) Class II Use: Industrial aviation activities including the use of airport by operators of aircraft where such operation is for the purpose of testing, constructing, reconstructing or modifying said aircraft or appurtenants thereto.

(c) Class III Use: Business aviation activities including all use of the airport by operators of aircraft where such operation is for the purpose of securing economic gain where such gain is incidental to the operation of the aircraft.

(d) Class IV Use: Aircraft activities incidental to fixed base operations, including flight instruction and all other profit making activities not described in Classes I, II and III hereinabove.

(e) Class V Use: General aviation activities including all use of the airport by operators of aircraft for recreational purposes provided, such operation does not involve uses described in Classes I through IV hereinabove.

Section 7-1.03 Operations Permit

(a) Persons engaging in Class IV operations other than long-term tenants, shall obtain an Operations Permit from the Manager on or before the first day of January each year. The permit shall contain the following information:

1. Permittee Name;
2. Permittee Address;
3. Permittee Telephone Number;
4. Permittee Email address
5. Nature of Activity;
6. Number of take-offs and landings expected per month;
7. Registration number of each aircraft owned or used by applicant; and
8. An insurance certificate indicating the District has been named an additional insured on the Permittee's insurance policy and showing that the District will receive 30-days prior written notice of a change in the certificate. Coverage is to be in the amount of at least \$1,000,000 per person and \$3,000,000 in the aggregate.²

¹ Adopted on September 18, 2018 by Res. No. 18-07-784

² Article VII. Records Retention Sections 7-7.01, 7-7.02, 7-7.03, 7-7.04, 7-7.05, 7-7.06, 7-7.07, 7-7.08, 7-7.09, 7-10 amended on October 1, 2019 by Res. No. 19-10-796

² Adopted 09/18/2018

(b) Permits shall be issued by the General Manager on a non-discriminatory and non-exclusive basis provided, the permit may be denied or revoked by the Manager if the applicant has violated airport rules and regulations within the past 12 months. The applicant may appeal the decision to the Board.

Section 7-1.04 General Regulations

(a) Pilots and aircrew shall be guided by the rules promulgated by the Federal Aviation Agency except as otherwise specified.

(b) Pilots shall become acquainted with local flight patterns and procedures.

(c) Aircraft shall not be operated on the ground or in flight in such a manner as to cause unnecessary noise.

(d) Airport based aircraft must be covered by BI&PD in the amount of \$1,000,000 each occurrence or \$3,000,000 aggregate, providing a certificate of insurance to the District and providing ten (10) days written notice to District of cancellation.

(e) Witnesses and participants in aircraft accidents occurring on or within the airport shall make a full report to the General Manager, Director of Operations, Security, or person designated by the General Manager, as soon after the accident as is practicable, together with names and addresses.

(f) Aircraft shall not be left unattended unless properly secured or within hangar. Owners of such aircraft shall be held responsible for damage to other aircraft or property.

(g) Aircraft shall be stored and repairs made only in areas designated for that purpose by the General Manager, Director of Operations, or person designated by the General Manager.

(h) Pilots, aircrew, and persons attending or assisting in operations shall not be under the influence of intoxicating liquor or habit-forming drugs, nor shall such person obviously under the influence of intoxicating liquor or habit-forming drugs be permitted to board aircraft, except a medical patient under proper care or in case of emergency.

(i) Persons shall not take or use any aircraft, aircraft parts, instruments or tools pertaining thereto owned, controlled or operated by any other person while such aircraft, aircraft parts, instruments or tools are stored, housed, or otherwise left on airport or within its hangars without the written consent of the operator thereof, except upon satisfactory evidence of the right to do so duly presented to the General Manager, Director of Operations, Security Manager, or person designated by the General Manager.

(j) Persons desiring to base aircraft at Airport must register the aircraft at the Airport Office prior to beginning operation and any time a change in ownership occurs.

(k) Every aircraft owner, pilot, and agents shall be severally responsible for the prompt removal, not to exceed 30 days, under the direction of the General Manager, Director of Operations, Security Manager, or person designated by the General Manager, of wrecked or damaged aircraft.

(l) Persons shall not enter a restricted area posted or closed to the public, except as authorized by the General Manager, Director of Operations, Security Manager, or person designated by the General Manager.

(m) Animals shall not be permitted on the airport without the approval of the General Manager, Director of Operations, Security Manager, or person designated by the General Manager, and

then must be leashed or restricted so as to be under control. If approved, animals must be registered with the Security Office providing type animal, physical description, and proof of applicable veterinary health records (i.e. shot records). The owner of an animal is solely responsible for damage or injury caused by the animal.

(n) Only minor preventive maintenance may be performed in Tie-down areas. Fluid spills must immediately be reported to Fire, Security, or Director of Operations.

(o) No tools, tool boxes, cans, ladders, or boxes of any description may be left on the airport unattended or unsecured. Unsecured items may result in Law Enforcement notification for investigation or collection. Owner of unattended item will be responsible for any response fees incurred.

(p) Persons shall not reside in hangars.

(q) Areas between T-Hangars and Box Hangars in the west-end general aviation area shall remain clear of obstructions.

Section 7-1.05 Engine Starts, Run-ups

(a) Aircraft engines shall not be started or run unless a competent operator is at the controls, and unless the aircraft is equipped with adequate brakes fully applied or the wheels are securely blocked.

(b) Aircraft engine starts, run-ups shall not be conducted in such a place or manner as to impede the flow of traffic or cause hazard to other persons, equipment, or property.

(c) Aircraft shall be started and warmed up only at such places as the Airport Manager shall designate for such purpose or as coordinated with the Airport Manager, Director of Operations, or Air Traffic Control Tower (ATCT).

1. Engine warm-up or final pre-flight checks occur at the pilot's hangar, ramp area, wash-rack located off Taxiway C, or the engine run-up pad located at the southernmost end of Taxiway A, or the transient parking ramp in front of the Voyager restaurant. Other areas may be available as coordinated directly with the ATCT.
2. Engine testing ("run-ups") are authorized only at the engine run-up pad located at the southernmost end of Taxiway A, the intersection of Taxiway A and Taxiway F, and must be coordinated through the ATCT, during normal business hours or security after normal business hours. Additional locations may be authorized with the approval of the General Manager, Director of Operations, or person designated by the General Manager. Jet engine testing, "run-ups, or similar, is not authorized on the transient parking ramp in front of the main terminal or ramp areas immediately adjacent to the main terminal.

Section 7-1.06 Taxiing

(a) Aircraft shall not be taxied into or out of a hangar.

(b) Aircraft shall taxi at a safe speed, and in no case in excess of 15 miles per hour.

(c) Cockpit and engine checks shall be made at the run-up area or such other location as to not interfere with ground traffic movement.

Section 7-1.07 Pattern

The aircraft traffic pattern for the airport shall be the pattern on file with the Division of

Aeronautics.

Section 7-1.08 Take-offs and Landings

Touch and Go landings, low approaches, etc., shall be permitted only after the pilot of the aircraft has been approved for such operations by the Air Traffic Control Tower (ATCT) during business hours. After normal business hours, or during periods of ATCT closure, pilots must self-report, broadcast intentions, on the published Common Traffic Advisory Frequency (CTAF) 127.6.

Section 7-1.09 Parking of Aircraft

(a) Permanently based aircraft shall be parked in Tie-down areas or in a hangar under license or lease.

(b) Transient aircraft shall be parked in areas designated for transient parking.

(c) Flying school and rental aircraft shall be parked only in the Tie-down area assigned by the General Manager.

(d) When directed by the General Manager, the owner, operator, or pilot shall move an aircraft from the place where it is parked or stored to another designated place. If the directions are not followed, airport personnel may tow the aircraft to the other place at the operator's expense and without liability for damages.

Section 7-1.10 Fire Safety

(a) Persons shall not clean or degrease aircraft or engines, unless such operations shall be done in a location properly equipped to handle such work or in a space designated by the General Manager.

(b) Persons shall not permit an open flame in any hangar, shop, building, room, or other confined place.

(c) Lessees of hangars or other airport areas shall provide Safety Data Sheets listing all stored chemicals or compounds to the Fire Department.

(d) Persons shall not keep, store, or discard inflammable liquid, gas, signal flare, or other inflammable material in a hangar, shop, building, room or other place in such a manner as to constitute an unsafe condition or fire hazard as determined by the General Manager, Fire Chief, or designated representative.

(e) Lessees of hangars or other airport areas shall provide suitable metal receptacles with hinged lids for the storage of oily waste rags and other rubbish. Such waste or rubbish shall be removed by lessee at frequent intervals. In garages, shops or other buildings operated or maintained by the airport, the above and other rules prescribed by the District Board of Directors shall be observed by the employees of the District engaged in operation or maintenance of such garages, shops or other buildings.

(f) Persons shall not smoke in a hangar, shop, or other building where it is dangerous to do so or where it is specifically prohibited by the General Manager. NO SMOKING signs located in restricted areas are to be strictly observed.

(g) Persons shall not use volatile inflammable substances for cleaning purposes in the hangars, shops, or other buildings in violation of Section (a) above.

(h) Lessees shall keep the floors of hangars, shops, aprons and areas adjacent thereto, leased by them, reasonably free and clean of oil, grease, weeds, waste and other inflammable materials.

(i) Adequate and readily accessible fire extinguishers shall be provided by lessees and maintained in proper working order. Each fire extinguisher shall carry a suitable tag showing date of most recent inspection.

(j) Hangar entrances shall be kept sufficiently clear at all times to permit ready access to the buildings to combat fires.

(k) All aircraft doping shall be performed in a recognized and approved maintenance station.

Section 7-1.11 Aircraft Washing

Persons who desire to use the aircraft washing facilities at the Airport shall obtain permission from the administrative office in advance.

Section 7-1.12 Parachute Activities

Part 105 of the Federal Aviation Regulations is hereby adopted by this reference and made a part hereof for the purpose of regulating parachute activities at the Airport.

ARTICLE II. UNMANNED AIRCRAFT SYSTEMS

Section 7-2.01 UAS Definition

This section pertains to Unmanned Aircraft Systems (UAS), small (s)UAS, Remote Piloted Vehicles (RPVs), and/or Optionally Piloted Vehicles (OPV), when not piloted. The terms sUAS and UAS are interchangeable for all unmanned systems. sUAS operators not affiliated with the District or District tenants will not be authorized to operate during Tower operating hours and/or when the District's Class D airspace is active.

Section 7-2.02 FAA Guidance

All UAS activities must follow FAA guidance for unmanned operations within the National Airspace System.

- (a) Public aircraft operations require a Certificate of Authorization or Waiver issued by the FAA.
- (b) Civil aircraft operations (other than model), including those conducted in accordance with a COA or in accordance with the FAA's sUAS rule, Title 14 of the Code of Federal Regulations (14 CFR) part 107.
- (c) Model aircraft, hobby or recreation, must comply with 14 CFR par 101, Subpart E. Model aircraft flown for recreational purposes are restricted to operating in the designated recreation area, bounded by Byers St , Byers St access road, Airport Blvd and Highway 58. The designated RC area is 150 yards long and 60 yards wide and contained within the following latitude/longitude points-350250N 1180940W, 350250N 1180935W, 350248N 1180941W, 350248N 1180935W. Use of the RC area requires coordination with the Operations department and/or Air Traffic Control Tower. Flight outside the described area is not authorized and may result in loss of privileges or other actions.

Section 7-2.03 Local Administrative Requirements

Persons authorized to conduct (s)UAS operations must contact the Operations office and submit the following documents, as applicable, prior to operations approval.

- (a) District Operations Plan
- (b) License to Enter

ARTICLE III. COMMERCIAL SPACE OPERATIONS

Section 7-3.01 Facilities

District shall provide access to those facilities necessary for the Launch, including taxiways and runways. District is responsible abiding by requirements as listed in FAA Part 420 applicable to the District's site license.

- (a) Air Traffic Control Services. District shall provide the necessary airspace and ground control for launch operations.
- (b) Security and Safety. District will communicate with other airport users and issue appropriate NOTAMs when taxiways and runways are impacted.

Section 7-3.02 Operator Requirements

Operator is responsible for all aspects of the Launch, including providing to District in a timely manner all information relevant to the Launch, such as schedules, personnel rosters, flight plans, facility needs, fire and safety requirements, and hazard assessments.

- (a) Operator shall conduct all operations within District's airside operations area (AOA) and/or spaceport boundary in accordance with established FAA airport operating procedures.
- (b) To ensure a safe working environment for involved and uninvolved personnel, Operator shall:
 - 1. Provide hazard radius/safe distance calculations based on aircraft, rocket, or combination of vehicle fuel, propellant, or hazardous material quantities;
 - 2. Provide for the safety and security of Operator employees and facilities within the hazard areas, including restricting those within the hazard radius to only essential employees;
 - 3. Assist District with security and/or traffic control support as coordinated or agreed upon. Operator is solely responsible for validating authorized observers and spectators;
 - 4. Provide a subject matter expert/team to supplement District ARFF response based on the nature of the Launch;
 - 5. Provide specialized tools, equipment, and personnel beyond normal ARFF equipment and personnel; and
 - 6. Coordinate, as needed, emergency medical standby service.

Section 7-3.03 District Property Protection

(a) In addition to the District's standard general liability, worker's compensation and automobile insurance requirements, Operator shall, at its sole cost and expense, procure and maintain the types and limits of insurance, including the additional insured endorsements and cancellation clause: A commercial general liability policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the operation and Operator's use of MASP property and facilities in a minimum amount of One Hundred Million Dollars (\$100,000,000.00). Such insurance shall be primary, and not require contribution from any of the Additional Insureds or their insurance coverage and shall afford immediate defense and indemnification to the additional insureds.

(b) Operator is solely responsible for and will compensate District the full amount of any damage to the Facilities, Airport, and/or Spaceport caused in whole or part by Operator or its guests or contractors.

(c) Any equipment or personal property belonging to Operator or its agents, servants, employees, contractors, invitees, patrons, or guests that remain in the Premises after the Launch shall be deemed abandoned and may be disposed of by District at Operator's sole expense. District assumes no responsibility for losses caused by theft, disappearance, or abandonment of equipment or personal property.

ARTICLE IV. FUEL

Section 7-4.01 Fuel Sales

The board shall establish a profit goal for fuel sales. The General Manager shall establish fuel sale rates within the board's policy. Jet A fuel may be discounted to volume or cash customers. The board shall establish the discount rate. The General Manager has the authority to negotiate the price per gallon of fuel sold for purchases of 10,000 gallons or more.

Section 7-4.02 Fuel Credit Accounts

Generally, fuel will be sold on a cash basis. However, fuel will be sold on credit to holders of bank cards, or to tenants with the approval of the General Manager based on the tenant's credit worthiness. For convenience, tenants approved for purchase of fuel on credit will be called "fuel credit accounts" in this section. The terms for fuel credit accounts are:

(a) A tenant desiring to open a fuel credit account shall make application to the Director of Administration on using forms, supplied by the District. The Director of Administration shall recommend action on the application and the General Manager shall act on the recommendation.

(b) The Director of Administration shall render an invoice to each fuel credit within fifteen days after the fuel is delivered. Fuel credit accounts are due for payment thirty days after the invoice is tendered.

(c) Fuel credit accounts not paid in full on the due date are delinquent. Delinquent accounts shall have interest at the rate of 1% per annum from the first date of the month that the invoice is tendered until sixty days thereafter or until paid, whichever occurs first, and shall bear interest at the rate of 1½ % per annum from the 61st day of delinquency until paid.

(d) Credit will not be extended to fuel credit accounts which have been delinquent for sixty days or more.

Section 7-4.03 Fuel Handling

(a) Except as provided herein, the District shall be the only fuel handler at Mojave Airport. The District shall coordinate or conduct all defueling operations and be responsible for the handling of salvage fuel. As used herein, “salvage fuel” means fuel removed from an aircraft, which is accompanied by a change of ownership of the fuel.

(b) The following shall be observed when aircraft are fueled or defueled:

1. Spills shall immediately be reported to Mojave’s Fuel, or Fire Department.
2. No aircraft shall be fueled or defueled while the aircraft engine is running or while such aircraft is in the hangar or enclosed place. Provisions for hot refueling aircraft will be approved by the General Manager on a case-by-case basis.
3. NO SMOKING, radios, or cell phones permitted within 50 feet of a fuel tank or an aircraft being fueled or defueled. NO SMOKING is permitted within 50 feet of a truck or fuel carrier being used for fueling operations.
4. During fuel handling, passengers are not permitted in the aircraft unless a cabin attendant is stationed near the cabin door. Only personnel engaged in fuel handling, maintenance, and operation of an aircraft are permitted within 50 feet of fuel tanks or such aircraft during fueling or defueling operation, except as provided above. Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel. Persons shall not start the engine of aircraft when there is gasoline on the ground or pavement. When gasoline is spilled or leaks around an aircraft, the aircraft pilot shall notify the Fuels or Fire Department.
5. Hoses, funnels, and appurtenances used in fueling or draining operations shall be properly equipped with a grounding device to prevent possibility of static ignition. During fuel handling, no person shall operate a radio transmitter or receiver, or switch electrical appliances off or on. During fuel handling, no person shall use material likely to cause a static spark within 50 feet of such aircraft. Fueling hoses and draining equipment shall be maintained in a safe, sound, and non-leaking condition.
6. With a written authorization issued by the General Manager, a tenant may store fuel for special needs such as extended night or weekend operations or for the purpose of maintenance activities. Storage permits may be extended to tenants with special purpose fuels not stored or dispensed by the District, e.g., JP8, Hydrogen Peroxide, or Nitrous Oxide or other special use propellants used for developing or testing special use propulsion systems or craft.
7. Defueling of aircraft for maintenance, demolition, or any other purpose shall be coordinated and under the control of the District fuel department, in accordance with Air Transport Association Specification 103. Private operators may defuel jet fuel for regular maintenance activities on a case-by-case basis if coordinated with the fuel department. Salvaged fuel shall be removed from aircraft in accordance with the highest standards for fuel handling, and shall be immediately deposited in a designated container owned or approved by the District (“approved temporary container”). Salvaged fuel shall be permanently removed from the approved temporary container within 48 hours and deposited into: (1) a permanent container owned or approved by the District (“approved

permanent container”); (2) permanently removed from District property; or (3) loaded into an aircraft owned by the owner of the aircraft from which the salvaged fuel was removed in accordance with ATA standards.

8. Except as provided herein, containers shall not be used for storage of salvage fuel or fuel not purchased at the Mojave Airport (“off-airport fuel”). Fuel containers may be permitted at Mojave Airport on a case-by-case basis for storage of fuel not stored or dispensed by the District or for the purpose of storing fuel during maintenance actions. Fuel containers, including auto fuel, must be kept in a designated area. A tenant shall make written application to the General Manager with specific justification to obtain a fuel container permit for commercial or private activities. Authorization may be contained in a lease agreement or other written instrument approved by the District. If authorization is granted, private operators must keep the container in a location approved by local agencies and the General Manager so as to contain leaks or spills and not pose an undue hazard to life or property. The District shall be named as an insured on a general or specific liability insurance policy by the user. The District may waive insurance requirements on a showing of good cause. Leaks or spills shall be the sole responsibility of the owner/operator to remediate at the direction of the General Manager.

(c) A defuel fee of \$0.20/gallon shall be assessed by the District for handling salvage fuel and a fee of \$25 per month will be assessed if a rental area is required. Spill kits are available at the District Office for \$50 each. Violations of this fuel policy will result in lease review or termination.

(d) The District requires a valid form of payment at the time of sale of fuel from the District. If a credit card is rejected or denied, the aircraft will be subject to an administrative fee of \$300.00 per day and will be assessed until the charge for the fuel is paid in full.

ARTICLE V. CONSTRUCTION AND DEVELOPMENT ACTIVITIES

Section 7-5.01 Construction and Development Activities

(a) All non-aeronautical activities at the Airport shall be in conformance with applicable federal, state, and county laws, ordinances, rules, and regulations, and with District rules and regulations set forth herein. Violation of District rules and regulations shall constitute cause for the levy of fines or termination of the privilege to lease or use District property.

(b) All construction projects including but not limited to grading, new building construction, installation of new mechanical, plumbing, and electrical systems, additions, alterations, and repairs to existing construction and to existing mechanical, plumbing, and electrical systems within the airport boundary or affecting District property must be coordinated through the District Facilities, Engineering and planning department. For project review the District requires:

1. A copy of the Kern County Permit Application and a complete set of building plans stamped and signed by a California Licensed Design Profesional. In some cases, Mechanical, Electrical, or Plumbing only plans may be signed by a California Licensed Contractor of the applicable classification
2. Proof of Submission of FAA Form 7460, Notice of Construction. A 7460 is required for projects necessitating the use of a crane, erection of antennas, or any other temporary or permanent object affecting District navigable airspace.
3. A Precise Development Plan (PDP) or a PDP Modification and a Precise Development Application if applicable. A PDP or PDP Modification may not be required in all cases. New developments, exterior site improvements, and some tenant improvements will require application for a PDP or PDP Modification; please consult with the District.

(c) Once reviewed by the District, the project applicant will receive a Project Review Letter which must accompany any PDP, PDP Modification, or building permit application to Kern County.

ARTICLE VI. VEHICULAR TRAFFIC

Section 7-6.01 General

This article describes vehicular traffic regulations for the Mojave Airport. These regulations are adopted pursuant to Vehicle Code section 21108. All roadway signage, including, but not limited to, speed limit signs and stop signs, are established and must be followed at all times.

Section 7-6.02 Speed Limits

(a) The following speed limits are established for vehicular traffic on roads at the Mojave Airport.

<u>Street</u>	<u>Maximum Speed</u>
Airport Blvd. south of Sabovich St.	40 mph
Sabovich St. east of Airport Blvd.	35 mph
Sabovich St. west of Airport Blvd.	35 mph
Riccomini Rd. east of Airport Blvd.	40 mph
Poole St. east of Airport Blvd.	40 mph

(b) The basic speed law of the State of California applies to vehicular traffic on roads at the Mojave Airport not designated above.

Section 7-6.03 Intersection Stops

Full stop is required at the following intersections:

- Barnes St. east approach to Airport Drive
- Flight Research Building Dr. to Sabovich St.
- Mobley St. east and west approach to Poole St.
- Kennicut St. south approach to Poole St.
- Kennicut St. east approach to Airport Blvd.
- Poole St. east approach to Airport Blvd.
- Unnamed street west of Building 14 north approach to Sabovich St.

Section 7-6.04 Motor Vehicle Regulations

(a) Motor vehicle operators must possess a valid license and insurance commensurate with the operating area (landside, airside).

(b) Persons shall not travel on any portion of the airport except upon roads, walks or places provided for the particular class of traffic nor occupy the roads or walks in such a manner as to hinder or obstruct their proper use.

(c) The General Manager shall designate areas to which vehicle access is restricted. No person, other than a peace officer or other governmental officer in the performance of their official duties, shall operate or park a vehicle within a restricted area without permission from the General Manager. The General Manager may revoke, suspend or refuse to issue a permit for a person or vehicle to enter a restricted area if the permittee or applicant does not have lawful business in such area and cannot otherwise justify the necessity for having such a permit; if the permittee or applicant has violated airport rules or

regulations; or if such activities threaten airport safety or security.

1. Tenant company vehicles used in daily operation within the airfield operations area (AOA) shall be painted as set forth in FAA Advisory Circular (AC) 150/5210-5D dated April 1, 2010, or most current regulation, or as authorized by the General Manger, or designated representative.
2. Private vehicles not contracted by Mojave Airport or client companies are not authorized to operate within the AOA without approval from the General Manager, Director of Operations, Security Office, or other designated representative. The vehicle operator must register for a pass with the Security office.

(d) Any accident involving a motor vehicle, which results in personal injury or property damage shall be reported to the Security Manager.

(e) No vehicles, other than aircraft, shall be driven over or across any portion of a runway or taxi-way on the Airport unless the General Manager determines the person using the vehicle must drive over or across the runway or taxiway in order to conduct business at the Airport. A vehicle, which is regularly used on the Airport, shall also be equipped with an operating two-way radio capable of communicating on the Airport Air Traffic Control frequency during business hours or, after hours, on the Common Traffic Advisory Frequency.

(f) Motor vehicle traffic shall yield the right-of-way to aircraft.

(g) Persons shall not operate any motor vehicle within the AOA at a speed in excess of 20 miles per hour. On passenger loading ramps and in areas immediately adjacent to hangars, authorized motor vehicles shall not operate at a speed in excess of 10 miles per hour. All persons operating motor vehicles on District property shall obey all traffic signs and directives.

(h) Vehicles shall not be parked on the Airport other than in the manner and locations indicated by posted traffic signs and markings.

(i) Vehicles, coaches, motor homes, trailers, or other portable structures may be left unattended only in designated parking areas and only during normal Airport business hours. Overnight parking may be permitted by the General Manager for a period not to exceed 5 days. Overnight parking may be permitted by action of the Board for longer periods.

(j) If a vehicle is moved by District personnel, a towing charge will be levied. Liability for damage while moving the vehicle will not be assumed by the District.

(k) Only vehicles designed or intended for the conduct of aviation support activities or personnel movement (cars, trucks, certain bicycles, certain golf carts) are allowed in the Airport Operations Area (AOA). Purely recreational vehicles (skateboards, unicycles, etc.) are prohibited unless authorized by the General Manager and operator/owner assumes responsibility for damage to property or injury to self and others.

ARTICLE VII. RECORDS RETENTION

7-7.01 GENERAL

District records are open to inspection during regular office hours, and every person has a right to inspect the records, except as otherwise provided by law.

7-7.02 DEFINITIONS

As used in this Article, “public records” and “writing” shall have the same definition as in the California Public Records Act, Government Code section 6250, et seq., as amended.

7-7.03 EXCEPTIONS

Nothing herein requires disclosure of records not subject to disclosure by law, including without limitation, the following records:

(a) Preliminary drafts, notes, or intra- or inter-agency memoranda not retained by the District in the ordinary course of business, if the public interest in withholding such records clearly outweighs the public interest in disclosure;

(b) Records pertaining to pending litigation which the District is a party or to claims made pursuant to Division 3.6 (Commencing with section 810) of Title 1 of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled;

(c) Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;

(g) Records exempted or prohibited pursuant to provisions of Federal or State Law, including, but not limited to, provisions of the Evidence Code relating to privilege;

(h) The disclosure of other records which is prohibited or not required by law.

7-7.04 ADDITIONAL PUBLIC RECORDS

Notwithstanding the foregoing:

(a) Every employment contract between the District and a public official or public employee is a public record.

(b) An itemized statement of the total expenditures and disbursements of the District provided for in Article VI of the California Constitution shall be open for inspection.

7-7.05 JUSTIFICATION FOR WITHHOLDING OF RECORDS

The District shall justify withholding a record by demonstrating the record is exempt by law or the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record. Notice of intent to withhold records shall be provided to the person who requested the record within ten days of the request for inspection.

7-7.06 COPIES OF RECORDS

(a) A person may obtain a copy of an identifiable record. On written request, an exact copy shall be provided in a form determined by the CEO. Officers, agents, and employees of the District are not required to request records in compliance with this Section

when acting within the course and scope of employment or office holding. A written response shall be provided to the person requesting the recorded within ten days of the request.

(b) A payment shall be made in the amount of \$0.25 cents per page or, in the case of large or unusual sized records, the amount charged shall be the actual cost charged by an outside print company. A certified copy of such record shall require an additional payment of \$2.00. No charge shall be imposed for research or labor.

(c) A person who desires to obtain a copy of a record must deposit an amount equal to the estimated fees for copying prior to receiving the record. The portion of the deposit not required shall be refunded. If the deposit is insufficient an additional deposit will be required.

7-7.07 PUBLIC COUNTER FILES

(a) Except for writings exempt from public disclosure, the District shall maintain a duplicate copy of approved minutes, the agenda, and written materials distributed to the Board for discussion or consideration at the next scheduled Board meeting at the District's administrative office. Public records discussed during a public meeting but not previously available to the Board shall be made available before the commencement of discussion at such meeting and shall be made available for public inspection immediately or as soon thereafter as practicable.

(b) No charge will be imposed for the use of the records described in this section, unless a copy is requested in which case a copy charge shall be imposed.

(c) The CEO shall also maintain a record of requests for inspection that are declined, including the reason.

7-7.08 RETENTION OF ORIGINAL RECORDS

The following original records shall be maintained in perpetuity in the District's files:

- (a) The Certificate of Incorporation of the District;
- (b) Certifications of annexation proceedings;
- (c) Certificates of the Secretary of State reciting the filing of annexation papers by the District in his office;
- (d) Certifications by the Secretary of State that detachment papers have been received and area is excluded from the District;
- (e) Resolutions;
- (f) Minutes of meetings of the Board;
- (g) Certificates of Assessed Valuation prepared by the Auditor of each County in which property taxable by the District lies;

- (h) Documents received from the Tax Assessor detailing District taxes collected;
- (i) Ballot arguments pro or contra on bond issues;
- (j) Results of bond propositions received from the canvassing bodies;
- (k) Results of elections for the directors received from the canvassing body;
- (l) Records of securities acquired with surplus moneys;
- (m) Receipts for securities from banks;
- (n) Documents received relating to claims against the District;
- (o) Documents received pursuant to eminent domain proceedings by the District;
- (p) Records affecting title to land or rights of way owned by the District or liens thereon;
- (q) Records determined by the Board to be of significant and lasting historical, administrative, legal, fiscal or research value; and
- (r) Records required by law to be filed and preserved.

7-7.09 RETENTION OF DUPLICATE ORIGINAL RECORDS

The following original records may be destroyed if a copy is maintained in perpetuity:

- (a) Financial records summarizing the financial status of the District other than reports prepared pursuant to Article 9 (commencing with section 53891) of Part 1 of Division 2 of the Government Code;
- (b) Oaths of Office and related materials depicting the authenticity of the appointment of director or officer;
- (c) Paid vouchers with attached documents, summary of collections, registers of demands issued and journals of warrants paid, if the original is maintained in the District's files for a period of five years;
- (d) Reports of the District in correspondence not covered in another Section of this Article; and
- (e) Records received pursuant to State statute not expressly required by law to be filed and preserved.

7-7.10 DESTRUCTION OF RECORDS

Records of the District may be destroyed in accordance with Chapter 7, Title 7, of the Government Code (section 60200, et seq.) or any other applicable law.

ARTICLE VIII. ACCESS CONTROL POLICY

Section 7-7.01 Access Control Program

This Article describes the District's access control and authorized signatory program. This program is designed to meet the needs of tenants, customers, and visitors, and to establish procedures to grant access at Mojave Airport, while protecting the integrity of the security program at Mojave Airport. This policy does not apply to transient pilots.

Section 7-7.02 Authorized Signatory

(a) Tenants and other user at the Airport shall designate an Authorized Signatory who has the discretion to decide who should have access to Airport secured areas. The Authorized Signatory will act as the liaison with the Airport Security office to coordinate issuance and cancellation of all badge and access control media, and to provide the District with periodic audits of who has been granted access.

(b) Tenants and users that are an entity (e.g., corporation, LLC, partnership) will designate and confirm with Airport Security who is the entity's Authorized Signatory. After verification, Airport Security will add the Authorized Signatory's name and a copy of their signature to the Authorized Signatory Agent file and spreadsheet listing all Authorized Agents. A copy of the Authorized Signatory Agent spreadsheet will be distributed to Airport Operations and Contract Management, and kept up to date and audited at least quarterly to ensure accuracy. The Authorized Signatory Agent spreadsheet is deemed Sensitive Information with limited access and distribution.

Section 7-7.03 Authorized Signatory Duties

The Authorized Signatory will authorize who has access to the Airport and is responsible for notifying Airport Security when someone's access is revoked or no longer required, as well as confiscating/returning that person's badges and keys to Airport Security. The Authorized Signatory is responsible for ensuring all requirements for access at the Airport under the badging program are followed. **The Authorized Signatory is responsible for accepting all liability and responsibility for the persons to whom they grant access to the Airport on behalf of themselves or their entity.**

Section 7-7.04 Authorized Signatory List and Training

(a) The Authorized Signatory is responsible for completing initial and recurrent Authorized Signatory Training, in addition to completing and submitting to Airport Security the Authorized Signatory Designation Form (See the Authorized Signatory Handbook, Attachment A) and ensuring it is completed and updated annually with the current list of Authorized Signatories.

(b) Up to three (3) Authorized Signatories are allowed per entity. Authorized Signatories must keep the Airport Security office updated with their current contact information, including name, company name (if applicable), mailing address, email address, and phone number. The Authorized Signatory must also maintain an "active" ID badge, and immediately notify the Airport Security office if they are no longer an Authorized Signatory. All Authorized Signatories must complete annual training outlining their responsibilities.

(a) Each Authorized Signatory may grant access for up to three (3) individuals at any given time, unless the Authorized Signatory works for an entity operating at the Airport pursuant to a lease or other contract. Business entities are exempted from this requirement.

(b) Authorized Signatories must inform all applicants to review MASP Policy 700 regarding operational requirements at Mojave Airport.

(c) Authorized Signatories can find Badge Applications at the MASP website: www.mojaveairport.com. A sample is included in the Authorize Signatory Handbook as Attachment B.

Section 7-7.06 Escorting Procedures

(a) Individuals who have a demonstrated need to access secured areas at Mojave Airport for a limited time may do so without obtaining a badge by using an appropriate escort.

(b) Unbadged individuals may be escorted inside the perimeter fence of the Airport by an individual with the appropriate badge/access to those areas. The escort shall maintain full control and accountability of all individuals he/she escorts and must always maintain positive control (i.e., verbal control) while providing the escort.

Section 7-7.07 Returned and Lost Badges

(a) Identification Badges issued by the District must be returned when no longer required or when requested by Airport Security. Unreturned badges will be charged a \$100 fee assessed any payable by the Authorized Signatory/Entity.

(b) All lost/stolen/damaged ID badges must be reported immediately to Airport Security at (661) 824-2434 and the granting Authorized Signatory. Airport Security will immediately disable the lost/stolen/damaged ID badge and reissue a new one at the Authorized Signatory Request.

(c) ID Badge holders who have a lost/stolen/damaged or forgotten their identification are not allowed to be escorted or permitted within an area requiring a badge.

(d) A fee may be assessed to replace lost/stolen/damaged ID badges. There will be no charge to replace the first badge, a \$50.00 charge for the second replacement badge, and a \$100.00 charge for the third replaced badge. Replacement of a badge after the third replacement will be subject to approval by the Airport General Manager.

(e) ID Badges expire by the date indicated on the badge.



STAFF MEMORANDUM

TO: Board of Directors

FROM: Todd Lindner, CEO

SUBJECT: Amending Board Policy 400

MEETING DATE: June 21, 2022

Background:

The airport insurance requirements were changed in February 2018 to a \$1 Million each occurrence with a \$3 Million aggregate to mitigate the risk and costs for tenant involved incidents for all airport owned facilities. The staff discussed the airport insurance needs with our insurance broker and we also contacted seven other local General Aviation Airports and inquired about their insurance requirements and airport activities. Based on the information gathered, Mojave Air & Spaceport (MASP) would like to modify our insurance requirement to be more in line with the airport's needs, while having a common and easily obtainable policy for our tenants.

Our current requirement means a claim on a tenant's insurance policy is split between the policy holder and all additional named insured up to \$1 Million for each occurrence with a total of \$3 Million paid for the policy year.

MASP would like to change this policy to:

For all MASP owned facilities maintaining a structural area up to and including 10,000 square feet, the insurance level will be \$1 million each occurrence with no aggregate. For the purposes of subletting, the tenant with whom an agreement is established with MASP will be responsible for adding the sub-tenant as an "additionally insured" to the tenant's existing policy. Furthermore, the tenant with whom an agreement is established with MASP will be responsible for the actions of the sublessee.

The proposed modifications will be implemented to existing tenant agreements on or before July 1, 2023 or at the conclusion of a tenants existing agreement, pending which scenario occurs first. Existing tenants maintaining structural facilities measuring less than 10,000 square feet wishing to modify their respective existing agreement immediately may do so by coordinating with MASP administration.



Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the change to Board Policy 400 as it relates to insurance requirements.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS
OF MOJAVE AIR AND SPACE PORT
AMENDING BOARD POLICY 400,
AIRPORT USES POLICY

Whereas, Mojave Air and Space Port (the “District”), a public entity, owns and operates an airport and spaceport that support a variety of uses;

Whereas, the District adopted a policy governing uses of its facilities, including leases, licenses, and contracts (“Airport Uses Policy”);

Whereas, the Board desires to amend the Airport Uses Policy regarding Insurance and Indemnification on District Property Section 4-1.12 Paragraph 2;

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

1. Board Policy 400, “Airport Uses,” is amended as specified in Exhibit 1, attached hereto and incorporated herein by reference.
2. Except as expressly amended herein, the Airport Uses Policy is reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED on June 21, 2022.

Diane Barney, President

ATTEST:

Jim Balentine, Secretary

(SEAL)

EXHIBIT 1

Section 4-1.12 Insurance and Indemnification

Agreements entered into by the District for use of District property shall contain provisions for naming the District as an additional or co-insured, as determined, on a policy or policies of insurance procured by the user of District property and indemnifying the District from costs, liability, and damages resulting from the user's activities; provided, when the user of District property is a California public agency, such agency shall not be required to provide a certificate of insurance.

~~Required insurance amounts are based on the activities conducted on District property, but with a minimum of \$1,000,000 per occurrence, \$3,000,000 aggregate, unless otherwise expressly authorized by the District.~~

~~For all MASP owned facilities maintaining a structural area up to and including 10,000 square feet, the insurance level will be \$1 million each occurrence with no aggregate. For the purposes of subletting, the tenant with whom an agreement is established with MASP will be responsible for adding the sub-tenant as an "additionally insured" to the tenant's existing policy. Furthermore, the tenant with whom an agreement is established with MASP will be responsible~~

Revised 6/17/2024/22/2019

~~for the actions of the sublessee.~~

~~The proposed modifications will be implemented to existing tenant agreements on or before July 1, 2023 or at the conclusion of a tenants existing agreement, pending which scenario occurs first. Existing tenants maintaining structural facilities measuring less than 10,000 square feet wishing to modify their respective existing agreement immediately may do so by coordinating with MASP administration.~~

BOARD POLICY 400 – AIRPORT USES¹

ARTICLE 1. USE

Section 4-1.01 **Authorized Uses**

District property, facilities, goods, services, and any other thing may be accessed and used pursuant to a lease, license, operations agreement, easement, or other written approval by an appropriate District official. Use by any other means is prohibited and subject to ejection from District property and any other remedies available by law.

Section 4-1.02 **Land Development Leases**

The Board may authorize leases for a term not to exceed fifty (50) years for the development of unimproved real property.

Section 4-1.03 **Long Term Leases**

The Board may authorize long term leases not to exceed thirty (30) years for the use of improved property.

Section 4-1.04 **Short Term Leases**

The General Manager may enter into leases of five (5) years or less for new customers and ten (10) years or less for established customers in a form established by the Board.

Section 4-1.05 **T-Hangar Leases**

T-Hangars may be leased as provided by the Board, and are to be used solely for aeronautical purposes, including storage of aircraft and aircraft parts.

Section 4-1.06 **Tie-down Agreement**

The General Manager may enter into license agreements for tie-downs in in a form established by the Board.

Section 4-1.07 **Licenses**

The Board may authorize licenses for intermittent or occasional use of District property. The General Manager may authorize licenses for the use of airport property when such use does

¹ Adopted on February 6,2018 by Res. No. 18-02-774

² Article 1 Section 4-1.01, 4-1.02, 4-1.03, 4-1.04, Article 2. Use Section 4-2.01, 4-2.02,4-2.03, 4-2.04,4-2.05, 4-2.06 4-2.07,4-2.08,4-2.09, 4-2.10, 4-1.11, Section 4-3.07 Static Aircraft Display, Article 5. Federal Funds Obligations, Section 4-5.01, amended on January 15, 2019 by Res No. 19-01-789

³ Section 4-1.16 amended on February 5, 2019 by Res No. 19-02-790

not interfere with airport operations.

Section 4-1.08 Sublease Agreements

The General Manager may approve sublease agreements for tenants in good standing, up to the length of the lease term.

Section 4-1.09 Operations Permit

Any work conducted on District property by someone not under lease or license will require an operations permit. The General Manager may approve Operations Permits in a form adopted by the Board.

Section 4-1.10 Right of First Refusal

The General Manager may approve Right of First Refusal (ROFR) agreements with customers. The customer shall pay a non-refundable fee equivalent to one-month rent for the property. Should the customer choose to execute a lease agreement prior to the end of the ROFR expiration date, the ROFR payment shall be applied to rent. Should the customer not execute a lease agreement prior to the end of the ROFR, the payment is forfeited.

Section 4-1.11 Lease Option

The General Manager may approve option agreements with a term of up to six (6) months. The customer shall pay a non-refundable fee equivalent to one month's rent for the property. Should the customer choose to execute a lease prior to the end of the option period, the payment shall be applied to rent. Should the customer not execute a lease agreement prior to the end of the option period, the fee is forfeited.

Section 4-1.12 Insurance and Indemnification

Agreements entered into by the District for use of District property shall contain provisions for naming the District as an additional or co-insured, as determined, on a policy or policies of insurance procured by the user of District property and indemnifying the District from costs, liability, and damages resulting from the user's activities; provided, when the user of District property is a California public agency, such agency shall not be required to provide a certificate of insurance.

For all MASP owned facilities maintaining a structural area up to and including 10,000 square feet, the insurance level will be \$1 million each occurrence with no aggregate. For the purposes of subletting, the tenant with whom an agreement is established with MASP will be responsible for adding the sub-tenant as an "additionally insured" to the tenant's existing policy. Furthermore, the tenant with whom an agreement is established with MASP will be responsible for the actions of the sublessee.

The proposed modifications will be implemented to existing tenant agreements on or before July 1, 2023 or at the conclusion of a tenants existing agreement, pending which scenario occurs first.

Existing tenants maintaining structural facilities measuring less than 10,000 square feet wishing to modify their respective existing agreement immediately may do so by coordinating with MASP administration.

Section 4-1.13 Assignment of Leases

If a tenant desires to assign a lease, and such assignment requires Board approval, the Board shall review the lease to determine if it conforms to the most recent rules and regulations of the District and to adjust the rent, if necessary, to conform to current rental rates of the District.

Section 4-1.14 District Right of First Refusal

Upon expiration of a lease for which the District has a right of first refusal (ROFR), the District shall use best efforts to exercise its ROFR to acquire the property in accordance with law. If the District does not exercise its ROFR, the lease with the new tenant shall be at the then District rental rate for like leases.

Section 4-1.15 Improvements and Fixtures

Upon the expiration or termination of a lease, improvements, additions, alterations, and fixtures (excluding trade fixtures and equipment) shall become property of the District without any further payment or consideration. The District, in its sole discretion, may require a tenant to remove improvements, additions, alteration, and/or fixtures at the tenant's sole cost and expense, and repair any damage as a result of such removal. All improvements, additions, alterations, and fixtures shall be kept free of liens and shall not be used as security in any loan arrangements without District prior written consent. All improvements, additions, alterations, and fixtures installed in or attached to the property by a tenant must be in good condition when installed or attached.

Section 4-1.16 Filming and Photography

(a) Commercial Recording Media. Commercial Recording Media on District property is allowed only as authorized in a written agreement by the District. Use of the District name and logo is prohibited, unless expressly authorized in writing by the District. The District cannot and does not grant permission for use of the names, trademarks, logos, and other intellectual property and proprietary information in any form for any person or entity other than the District, and such approval must first be obtained from District such party.

(b) Personal Recording Media. Use of Recording Media in public areas outside the Air Operations Area, from inside Voyager Restaurant, or at authorized public events is permitted for Personal use. At public events, use of Personal Media is permitted in the designated area for

aircraft associated with the public event. Except as expressly provided herein, use of Recording Media for Personal use is prohibited in the Air Operations Area.

(c) Press. Nothing in this policy is intended to prevent members of the Press from covering events outside the Air Operations Area, except that permission must be obtained from tenants and other authorized occupants of District property before entering such property. Media may be granted access to the Air Operations Area subject to District approval.

(d) Definitions

“Air Operations Area (AOA)” means paved or unpaved areas used or intended to be used for the unobstructed movement of aircraft, in addition to its associated runways, taxiways, or aprons. Commonly refers to anything within the secured and fenced-in area of the airport.

“Commercial” means any use that is not Personal.

“Personal” means any use that is for an individual’s private purpose and use, and not for sale, marketing, promotional, or financial gain or purpose.

“Press” means sources and presentations of news and information, including: TV, radio, newspapers, magazines, web pages and blogs.

“Recording Media” means film, video, photography, and any other media capturing or recording visual images.

Section 4-1.17 Fees and Impounding

The District charges the following categories of fees for access to property:

- (a) Ground-based lease fees
- (b) Building lease fees
- (c) Hangar lease fees
- (d) Aircraft storage fees
- (e) Aircraft parking fees
- (f) Wash rack fees

The rates are set by the Board and published on the District’s website. An aircraft owner or agent failing to pay a fee duly charged for aircraft owned or controlled by the owner or agent shall have such aircraft subject to impoundment until such fees are paid.

ARTICLE 2. PROJECTS

Section 4-2.01 Contracts

(a) Contracts entered into by the District shall contain provisions required by state and federal law and regulation. Contract documents shall be reviewed by District Counsel to ensure compliance with such laws and regulations. Reference is particularly made to the Davis-Bacon Act (40 USC SS 276(a) et seq.) and to the Energy Policy and Conservation Act (42 USC SS 6201 et seq.).

(b) The Secretary shall publish and post notices required by such laws and regulations.

Section 4-2.02 Public Works

(a) Public works contracts shall be awarded to bidders whose bid is in the best interest of the District considering factors such as cost, experience, and availability.

- (1) Public works contracts valued at \$50,000 or less may be awarded by the General Manager.
- (2) The General Manager shall require at least two bids for public works contracts valued between \$50,000 - \$200,000, and may award the contract to the party submitting the bid in the best interest of the District.
- (3) Public works that cost \$200,000 or more shall be let for public bid and awarded by the Board, unless otherwise determined by the Board.

(b) Contracts shall include provisions regarding prevailing wages, working conditions, subcontractors, insurance, and other customary provisions. Contracts of \$25,000 or more shall require a payment bond for 100% of the contract amount, and a performance bond as stated in the bid documents. Bids shall include a bid bond in an amount set by the District.

Section 4-2.03 Procurement for Emergency Repairs

(a) Labor and material necessary for emergency repair or replacement of public facilities of the District damaged by unanticipated calamity may be taken without giving notice for competitive bids if provisions of this Section are followed.

(b) The General Manager may authorize the procurement of labor or material without bidding to make emergency repairs or replacements when a meeting of the Board of Directors cannot be commenced to authorize emergency action in a timely manner. The General Manager shall report to the Board of Directors within seven (7) days of the emergency or at the next regular meeting scheduled within fourteen (14) days after the action.

Section 4-2.04 General Manager Authority

The General Manager is authorized to enter into contracts for the procurement of goods, services, or works on behalf of the District that have been authorized in a Board-approved budget. At the next regularly scheduled Board meeting, the General Manager shall report any contracts executed under this section. This provision shall be void, unless reauthorized by the Board, upon the hiring of a new General Manager.

ARTICLE 3. WORKS OF ART

Section 4-3.01 Purpose

This section shall govern the application for and placement of works of art at Mojave Air & Space Port.

Section 4-3.02 **Definitions**

“Applicant” means the person who submits an Application to place art work at Mojave Air & Space Port.

“Application” means that form prescribed by the District to be completed and submitted by the Applicant for the placement of works of art at Mojave Air & Space Port.

“Art work” and “work of art” have the same meaning and are used interchangeably herein.

Section 4-3.03 **Application**

(a) A person interested in placing a work of art at Mojave Air & Space Port shall submit an Application to the District. The Application shall include, in addition to the information required by the form, an accurate depiction of the art work to be installed and a site plan showing the location of the art work, complete with necessary and appropriate accessories to complement and protect the art work.

(b) If the Application is approved, the Applicant shall deposit with the District a fee, in an amount set by the District, sufficient to ensure the art work, once commenced, is completed. Upon completion of the art work, the deposit shall be returned to the Applicant, less any reasonable costs incurred by District to ensure completion of the art work.

(c) If the work of art is to be placed on a building or structure owned by a person other than the District, the Applicant shall submit written proof that the owner of the building or structure has agreed to and approved the placement of the work of art on the building or structure.

Section 4-3.04 **Guidelines**

Guidelines for the approval and maintenance of works of art shall include, but are not limited to, the following criteria:

- (a) The art work shall be clearly visible and accessible to the public.
- (b) The composition of the art work shall be of permanent type materials in order to be durable against vandalism, theft and weather.
- (c) The art work shall be composed such that it requires a low level of maintenance.
- (d) The art work shall be related in terms of scale, material, form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment.
- (e) The art work shall be designed and constructed by persons experienced in the production of such art work.
- (f) The art work shall be a permanent, fixed asset to the property.
- (g) The art work shall be maintained by the Applicant in a neat and orderly manner acceptable to the District.

Section 4-3.05 **Maintenance**

(a) The Applicant shall be responsible for maintaining the art work in a neat and orderly manner acceptable to the District. If the Applicant fails to maintain the art work in a manner acceptable to the District, the District may either maintain or remove the art work.

(b) The Applicant shall place a deposit with the District, in an amount set by the District, to be used for maintenance of the art work if the Applicant fails to maintain the art work in a manner acceptable by District. The District shall keep the deposit unless and until the art work is permanently removed from Mojave Air & Space Port, after which it shall refund the deposit less any reasonable costs incurred by the District in maintaining the art work.

(c) If the deposit made by the Applicant is not sufficient to cover the costs of maintaining and/or removing the art work, the Applicant shall reimburse to the District the costs it incurs in excess of the deposit.

Section 4-3.06 **District's Rights**

(a) The Board shall, in its sole discretion, approve or reject Applications to place works of art at Mojave Air & Space Port.

(b) The District has the right to have a work of art maintained or removed if, in its sole discretion, the work of art is not being maintained in a manner acceptable to the District.

Section 4-3.07 **Static Aircraft Display**

Any static display of aircraft is subject to approval of, and upon such terms and conditions, as determined by the District.

ARTICLE 4. CEQA

Section 4-4.01 **General**

District projects shall be undertaken with due regard for the environmental consequences as required by this Policy and applicable state and federal law.

Section 4-4.02 **Adoption of Guidelines**

The District adopts and incorporates by reference the guidelines promulgated by the Secretary of Resources (hereinafter "State Guidelines") for local agencies to satisfy the California Environmental Quality Act (CEQA), except as otherwise provided herein.

Section 4-4.03 **Delegation of Responsibilities**

- (a) The General Manager, or designee, shall:
 - (1) Determine whether the District is a lead agency or responsible agency;

- (2) Determine whether an activity is exempt or a project subject to review;
 - (3) Conduct an initial study;
 - (4) At the direction of the Board, prepare or cause a negative declaration or environmental impact report (EIR) to be prepared;
 - (5) Respond to public comments;
 - (6) Provide required notices; and
 - (7) Respond to requests for consultation by lead agencies.
- (b) The Board shall:
- (1) Review an initial study to determine if a negative declaration or EIR is appropriate;
 - (2) Consider, approve, and certify the negative declaration, draft and final environmental impact report prior to approving a project; and
 - (3) Make findings as required by law.

ARTICLE 5. FEDERAL FUNDS OBLIGATIONS

Section 4-5.01 General

The District is obligated to follow the rules and guidelines set forth by the FAA when accepting federal funds. The FAA requires contractors include Disadvantaged Business Enterprise (DBE) subcontractors when bidding on federally-funded projects. Bidders and contractors shall comply with all applicable FAA DBE requirements.



CEO REPORT

TO: MASP Board of Directors

FROM: Todd Lindner

MEETING DATE: June 21, 2022

Updates

→ Security

→ Hangar 68

→ IF-1 Racing



AIR & SPACE PORT
AT RUTAN FIELD

CEO REPORT

Authorized Payments

BOARD MEETING: 6/21/2022	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	6/8/2022	59,767.31		59,767.31
	6/15/2022	53,949.90		53,949.90
EFT'S	6/15/2022	-	\$537,126.45	537,126.45
		113,717.21	537,126.45	650,843.66
BOD CHECK	6/21/2022	32,839.03		
		71,454.00		
		84,801.44		
		189,094.47		189,094.47
VOID CHECK	61911			
	62048			
TOTAL ALL CHECKS & EFT'S				<u>839,938.13</u>

Date: Wednesday, June 8, 2022
 Time: 12:50PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 12-22 As of: 6/8/2022

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 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
062325	CK	6/8/2022	0187 AFLAC	12-22	050916	VO	469734/0522	5/25/2022	0.00	537.60
062326	CK	6/8/2022	0365 Consolidated Electrical Dist.	12-22	051015	VO	3978-1026138	6/1/2022	0.00	1,073.57
062327	CK	6/8/2022	0396 CDW Government	12-22	051027	VO	X857640	5/27/2022	0.00	1,644.10
062328	CK	6/8/2022	0474 Alma Del Rio	12-22	051034	VO	060622	6/6/2022	0.00	248.00
062329	CK	6/8/2022	0479 Aramark	12-22	051012	VO	2600004783	6/3/2022	0.00	57.95
062329	CK	6/8/2022	0479 Aramark	12-22	051013	VO	2600004776	6/3/2022	0.00	214.30
062329	CK	6/8/2022	0479 Aramark	12-22	051014	VO	2600004705	6/3/2022	0.00	85.02
062330	CK	6/8/2022	0722 Freeway Smog & Auto Repair	12-22	050168	VO	2695	2/11/2022		
									Check Total	357.27
062331	CK	6/8/2022	0819 Reliable Air Conditioning &	12-22	051028	VO	20769	5/23/2022	0.00	300.00
062332	CK	6/8/2022	0866 The Home Depot Credit Plan	12-22	051019	VO	0522	5/31/2022	0.00	4,582.32
062333	CK	6/8/2022	1086 Joyce Media, Inc.	12-22	051007	VO	49026	5/30/2022	0.00	383.00
062334	CK	6/8/2022	1103 KERN COUNTY DEPT.	12-22	051010	VO	170664816	5/10/2022	0.00	105.75
062335	CK	6/8/2022	1161 Kern Auto Parts Inc	12-22	051024	VO	966528	6/2/2022	0.00	607.64
062335	CK	6/8/2022	1161 Kern Auto Parts Inc	12-22	051025	VO	966529	6/2/2022	0.00	25.71
									Check Total	633.35

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
062336	CK	6/8/2022	1241 Loschnigg Consulting LLC	12-22		051001	VO	2022-05-31	5/31/2022	0.00	6,000.00
062337	CK	6/8/2022	1257 Little Buttes Publishing Co	12-22		051021	VO	0622	6/6/2022	0.00	407.74
062338	CK	6/8/2022	1364 Karl's Hardware Mojave	12-22		050997	VO	053122	5/31/2022	0.00	1,755.45
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051002	VO	6072-003/0522	5/31/2022	0.00	520.80
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051003	VO	6072001/0522	5/31/2022	0.00	9,025.97
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051004	VO	6072000/0522	5/31/2022	0.00	97.58
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051005	VO	6072002/0522	5/31/2022	0.00	240.62
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051033	VO	05221/0522	6/7/2022	0.00	5,872.01
									Check Total		15,756.98
062340	CK	6/8/2022	1373 Mojave Public Utility District	12-22		051032	VO	05222/0522	6/7/2022	0.00	157.50
062341	CK	6/8/2022	1436 Porter Concrete Construction	12-22		051023	VO	4770	6/1/2022	0.00	10,411.00
062342	CK	6/8/2022	1803 Race Telecommunications, Inc.	12-22		051016	VO	RC678852	6/1/2022	0.00	906.97
062342	CK	6/8/2022	1803 Race Telecommunications, Inc.	12-22		051017	VO	RC679233	6/1/2022	0.00	406.71
									Check Total		1,313.68
062343	CK	6/8/2022	1865 RLH Fire Protection	12-22		051022	VO	0976056	5/27/2022	0.00	716.00
062344	CK	6/8/2022	1952 Southern California Edison	12-22		050998	VO	12285395/0522	6/1/2022	0.00	9,836.95
062345	CK	6/8/2022	2006 Sierra Rail Services	12-22		051008	VO	221205	5/1/2022	0.00	592.20

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Mojave Air & Space Port
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 Period: 12-22 As of: 6/8/2022

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 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
062346	CK	6/8/2022	2045 Shreds Unlimited Inc	12-22		051018	VO	20549/0622	6/3/2022	0.00	40.00
062347	CK	6/8/2022	2193 Velosio LLC	12-22		051006	VO	IN100-00075398	5/31/2022	0.00	483.75
062348	CK	6/8/2022	2253 Waste Management Kern	12-22		051009	VO	0172743-4808-9	6/1/2022	0.00	391.54
062349	CK	6/8/2022	2450 Xerox Corporation	12-22		051029	VO	016365177	6/1/2022	0.00	227.16
062349	CK	6/8/2022	2450 Xerox Corporation	12-22		051030	VO	016365178/SEC	6/1/2022	0.00	48.45
062350	CK	6/8/2022	3030 Sonia Valenzuela	12-22		051026	VO	060622	6/6/2022	0.00	728.50
062351	CK	6/8/2022	3042 Alma Delcid	12-22		051031	VO	052322/BOOT	6/6/2022	0.00	177.45
062352	CK	6/8/2022	3080 Mike Edmonds	12-22		051000	VO	050322	5/3/2022	0.00	100.00
062353	CK	6/8/2022	4046 Prathima Bayisetty DMD	12-22		051035	VO	050522	6/2/2022	0.00	354.00
062354	CK	6/8/2022	4093 Boyd F. Young, O.D.	12-22		050999	VO	050322	5/3/2022	0.00	364.00
Check Total										0.00	275.61 728.50

Date: Wednesday, June 8, 2022
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 Company: MASP

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
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Check Count: 30

Acct Sub Total: 59,767.31

Check Type	Count	Amount Paid
Regular	30	59,767.31
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	30	59,767.31

Company Disc Total	0.00	Company Total	59,767.31
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Date: Wednesday, June 15, 2022
 Time: 12:03PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
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 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
062355	CK	6/15/2022	0002 Capsed LLC	12-22	050510	VO	0101630	3/25/2022	0.00	157.50
062356	CK	6/15/2022	0109 AT&T	12-22	051037	VO	29683334/0622	6/1/2022	0.00	456.92
062357	CK	6/15/2022	0479 Aramark	12-22	051048	VO	2600006121	6/10/2022	0.00	158.37
062358	CK	6/15/2022	0615 Federal Express	12-22	051050	VO	7-784-59477	6/10/2022	0.00	51.00
062359	CK	6/15/2022	1178 Kimley-Horn and Associates, Inc.	12-22	051044	VO	21547039	5/31/2022	0.00	11,100.00
062359	CK	6/15/2022	1178 Kimley-Horn and Associates, Inc.	12-22	051045	VO	21524610	5/31/2022	0.00	1,575.00
062359	CK	6/15/2022	1178 Kimley-Horn and Associates, Inc.	12-22	051046	VO	21547035	5/31/2022	0.00	10,325.00
Check Total										23,000.00
062360	CK	6/15/2022	1241 Loschnigg Consulting LLC	12-22	051042	VO	051522	5/19/2022	0.00	813.08
062361	CK	6/15/2022	1254 Lincoln Nat'l Life Ins. Co.	12-22	051056	VO	4419558152	7/1/2022	0.00	1,036.76
062362	CK	6/15/2022	1267 Lowe's	12-22	051038	VO	8004557306/0622	6/2/2022	0.00	310.02
062363	CK	6/15/2022	1429 Northern Digital, Inc.	12-22	051040	VO	056826	5/29/2022	0.00	3,840.76
062363	CK	6/15/2022	1429 Northern Digital, Inc.	12-22	051041	VO	056818	5/29/2022	0.00	1,550.93
Check Total										5,391.69
062364	CK	6/15/2022	1800 Ramos Strong Inc	12-22	051039	VO	0374910	6/6/2022	0.00	1,457.45
062365	CK	6/15/2022	1817 Rael & Letson	12-22	051043	VO	260927	5/27/2022	0.00	16,300.00

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
062366	CK	6/15/2022	1896 Speedy Car Wash	12-22	051053	VO	4060	6/8/2022	0.00	200.00
062366	CK	6/15/2022	1896 Speedy Car Wash	12-22	051054	VO	4061	6/11/2022	0.00	250.00
									Check Total	450.00
062367	CK	6/15/2022	1925 Sparkletts	12-22	051049	VO	13703338060922	6/9/2022	0.00	1,173.41
062368	CK	6/15/2022	2136 UNUM Life Ins. Co.	12-22	051055	VO	4419558152	7/1/2022	0.00	2,777.34
062369	CK	6/15/2022	3037 Gary Mathis	12-22	051052	VO	061322	6/13/2022	0.00	225.00
062370	CK	6/15/2022	3044 Anthony Parada	12-22	051051	VO	061322	6/13/2022	0.00	58.36
062371	CK	6/15/2022	3220 Ray Hatfield	12-22	051036	VO	060922	6/9/2022	0.00	133.00

Check Count: 17

Acct Sub Total: 53,949.90

Check Type	Count	Amount Paid
Regular	17	53,949.90
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	17	53,949.90

Company Disc Total	0.00	Company Total	53,949.90
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AIR & SPACE PORT
AT RUTAN FIELD

Electronic Fund Transfers June 1 through June 15, 2022

Date		Debit
6/2/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$35,649.34
6/2/2022	ACH DEBIT MTOT DISC BANKCARD	\$123.23
6/3/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$57,968.40
6/6/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$34,345.98
6/7/2022	ACH DEBIT 1800 CALPERS	\$54,686.43
6/7/2022	ACH DEBIT 3100 CALPERS	\$9,216.94
6/7/2022	ACH DEBIT 1800 CALPERS	\$7,439.51
6/7/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$4,059.42
6/7/2022	ACH DEBIT 3100 CALPERS	\$3,134.03
6/8/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$107,294.11
6/8/2022	ACH DEBIT PAYABLES	\$36,500.00
6/8/2022	ACH DEBIT PAYABLES	\$6,106.00
6/8/2022	ACH DEBIT INVESTMENT DSTRS	\$325.00
6/8/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
6/8/2022	ACCT SVC FEE	\$5.00
6/8/2022	ACCT SVC FEE	\$5.00
6/9/2022	ACH DEBIT PAYROLL PAYCHEX-RCX	\$60,593.80
6/9/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$33,478.57
6/9/2022	ACH DEBIT GARNISH PAYCHEX	\$48.96
6/10/2022	ACH DEBIT TAXES PAYCHEX	\$12,250.53
6/10/2022	ACH DEBIT INVOICE PAYCHEX	\$256.70
6/10/2022	ACH DEBIT CLOVER APP CLOVER APP MRKT	\$44.95
6/13/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$67,989.55
6/15/2022	Wire Transfer Fee	\$15.00
6/15/2022	CA DEPT TAX FEE CDTFA EPMT ACH	\$5,340.00
	TOTAL	\$537,126.45