

MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: May 21, 2024
Location: Board Room
1434 Flightline, Mojave, California
Time: 2:00 p.m.

Attending remotely:

Director Balentine, 16301 Koch St., Mojave, CA 93501
Director Morgan, 7030 15th Ave. SW, Seattle, WA 98106

Zoom Video Conference

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

Phone: 669 444 9171
Meeting ID: 811 6995 7579
Passcode: 146447

AGENDA

1. **Call to Order**
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Approval of Agenda
2. **Community Announcements and Public Comments on Items not on the Agenda**
3. **Consent Agenda** (*Staff recommends approval of consent items by one motion.*)
 - A. Minutes of the Regular Board Meeting of May 7, 2024
 - B. Minutes of the Special Board Meeting of May 14, 2024
 - C. Check register dated May 16, 2024; \$140,990.41.
4. **Action Items**
 - A. Public Works Landscaping Contract Award-Sharper Landscaping.
 - B. Approval of CEO Contract
5. **Reports**
 - A. Chief Executive Officer
 - i. Inspection
 - ii. Operations Counts
 - iii. Highlights
 - B. Board Committees

6. Director Comments on Items Not on the Agenda

Adjournment

This Agenda was posted on May 17, 2024, 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 accommodation 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 PRINCIPAL FOCUS AS THE WORLD’S PREMIER CIVILIAN AEROSPACE TEST CENTER WHILE SEEKING COMPATIBLY DIVERSE BUSINESS AND INDUSTRY

BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING ON MAY 7, 2024.

1. CALL TO ORDER

The meeting was called to order on Tuesday, May 7, 2024, at 2:00 p.m. by Director Morgan.

- A. **Pledge of Allegiance:** Director Morgan led those assembled in the Pledge of Allegiance.
- B. **Roll Call:**
 - Directors present:** Allred, Balentine, Coleman, Morgan.
 - Directors absent:** Barney
 - Staff:** Acting CEO Sewell, DOA Rawlings, DO Fuels Smith, Counsel Nave (via Zoom), Contracts Manager Johansen, N. Altman, DOF VanWey.
 - Others present via Zoom:** Joyce Media, C. Panko, A. Diaz, DPSS Spandorf, K. Sanders, S. Witt, S. Watterson, G. Keinan, D. Goodwin, A. Svejda, Mojave Desert News and 2 other unidentified participants.
- C. **Approval of Agenda:** After the posting of the agenda, staff was presented with the death of Mr. Rutan, the Board approved adding a Resolution to the Action Items to honor Mr. Richard Rutan as Item 4C. Upon motion by Director Allred, seconded by Director Coleman, the Board unanimously approved the agenda.

2. Community Announcements/ Public Comments not on the Agenda

Cathy Hansen discussed Plane Crazy on May 18, 2024; she also made a statement regarding Dick Rutan.

3. Consent Agenda

Upon Motion by Director Allred, seconded by Director Barney, the Board unanimously approved the Consent Agenda.

- A. Minutes of the Regular Board Meeting of April 16, 2024.
- B. Check Register dated May 2, 2024; \$141,181.52.

4. Action Items

- A. Scaled Composites- Display Aircraft Agreement
Acting CEO Sewell briefed the Board on the Scaled Composites Aircraft Display Agreement. Upon motion by Director Morgan, seconded by Director Balentine, the Board unanimously approved the Aircraft Display Agreement.
- B. Everbridge Master Agreement
Director of Public Safety and Security and Acting CEO Sewell briefed the Board on the Everbridge Master Service Agreement. Upon motion by Director Balentine, seconded by Director Barney, Directors Allred, Barney, Balentine voted yes and Director Morgan voted no.
- C. A Resolution of Mojave Air And Space Port At Rutan Field Honoring Dick Rutan.
Acting CEO Sewell presented the Resolution to the Board, upon motion by Director Balentine, seconded by Director Allred, the Board unanimously approved the Resolution. RES# 24-05-866

5. Reports

- A. Director of Administration
DOA Rawlings presented her report to the Board.
- B. Director of Facilities
Acting CEO Sewell presented the Director of Facilities Report.
- C. Chief Executive Officer
Acting CEO Sewell presented her report to the Board.
 - i. Hangar Development
Acting CEO Sewell updated the board on the Hangar Development Progress.
 - ii. Inspection
Acting CEO Sewell briefed the Board on the upcoming inspection.
 - iii. Operations Count
Acting CEO Sewell presented an update on the recent Operations Counts.
 - iv. Highlights

Acting CEO Sewell briefed the board on the highlights of the last two weeks.

D. Board Committees

6. Director Comments on Items not on the Agenda

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7. Closed Session

- A. Existing Litigation (Govt Code 54956.9): Welton v. MASP
- B. Real Property Negotiations (Govt Code 54956.8)
 - Property: Undeveloped Land
 - Parties: Jetzero, MASP
 - Negotiator: CEO, General Counsel
 - Terms: Fee
- C. Labor Negotiations (Govt Code 54956.8)
 - District Representative: General Counsel
 - Unrepresented Employee: CEO

8. Closed Session Report

In closed session, Counsel updated the Board on the status of the Welton v. MASP existing litigation. For real property negotiations the Board gave direction to the Acting CEO and Counsel in regard to the licensing fee. In Labor negotiations Counsel reported on the status of negotiations for the CEO position. No action was taken and no other items were discussed.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 4:09 p.m.

Robert Morgan, President

ATTEST

Jimmy R. Balentine, Secretary

BOARD OF DIRECTORS

MINUTES OF THE SPECIAL MEETING ON MAY 14, 2024.

1. CALL TO ORDER

The meeting was called to order on Friday, May 14, 2024, at 10:00 a.m. by Director Morgan.

A. **Pledge of Allegiance:** Stu Witt led those assembled in the Pledge of Allegiance.

B. **Roll Call:**

Directors present: Allred, Balentine, Barney, Coleman, Morgan.

Directors absent:

Staff: Counsel Nave (via zoom), Contracts Manager Johansen, DOA Rawlings, Acting CEO Sewell.

Others present via Zoom: Joyce Media, and one other unidentified participant.

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

2. Closed Session

A. Personnel: CEO Appointment

4. Action Items

A. **Stu Witt Consulting Contract**

The Board presented the Stu Witt Consulting Contract. The Board agreed to create a committee. Upon motion by Director Allred, seconded by Director Balentine the board voted to approve the Stu Witt Consulting Agreement as proposed by one month and Acting CEO to execute the agreement with directors Allred, Barney, Coleman and Morgan voting yes and Director Balentine voting no.

4. Closed Session Report

No Report given.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 1:40 p.m.

Robert Morgan, President

ATTEST

Jimmy R. Balentine, Secretary

Date: Thursday, May 16, 2024
 Time: 02:27PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-24 As of: 5/16/2024

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							
064952	CK	5/21/2024	0244 American Electrical Services	11-24	056301	VO	BM135-24166	5/6/2024	0.00	50,140.00
064953	CK	5/21/2024	1314 Mead & Hunt	11-24	056295	VO	366430	5/7/2024	0.00	9,888.00
064954	CK	5/21/2024	1331 MEC Environmental, Inc.	11-24	056300	VO	C241-096.01	4/30/2024	0.00	30,397.15
064955	CK	5/21/2024	2319 Western Pacific Roofing Corp	11-24	056302	VO	581066	5/10/2024	0.00	50,565.26

Check Count: 4

Acct Sub Total: 140,990.41

Check Type	Count	Amount Paid
Regular	4	140,990.41
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:	4	140,990.41

Company Disc Total 0.00 Company Total 140,990.41



STAFF MEMORANDUM

TO: Board of Directors

FROM: Floyd VanWey, Director of Facilities

SUBJECT: Landscape Maintenance Contract Renewal

MEETING DATE: May 21, 2024

Background:

Staff solicited proposals to perform weekly landscape maintenance at the static display, rock garden, softball field, buildings 1 & 58, the Event Center, Legacy Park, and along Riccomini Street. Two competitive proposals were received which met District policy and insurance requirements, one from Glenn's Lawn Care and one from Sharper Landscaping Services, Inc. with Sharper Landscaping Services being the low bidder. Sharper Landscaping Services have been our contracted Landscape Maintenance provider since 2021.

- Glenn's Lawn Care - \$24,972.00 per Month
- Sharper Landscaping, Inc. -\$4,300.00 per Month

Impacts:

Fiscal: \$51,600.00 Budgeted Dollars

Environmental: None

Legal: None

Recommended Action:

Staff recommend the board authorize the CEO to execute the Landscape Maintenance Contract with Sharper Landscaping Services, Inc.

LANDSCAPE MAINTENANCE CONTRACT

Mojave Air and Space Port, a public entity (“District”), and Sharper Landscaping Services, Inc., a Corporation (“Contractor”), agree as follows as of May 14, 2024.

Section 1. Scope of Work.

Contractor will furnish labor, equipment, and materials and will perform the following landscape maintenance work (the “Work”): per the attached Scope of Services, Exhibit A

Section 2. Consideration.

District shall pay Contractor Four Thousand Three Hundred Dollars (\$4,300) per month for performance of the Work.

Section 3. Term

This Contract shall commence on May 14, 2024, and shall continue for one year, unless earlier terminated by either party upon 7 days’ written notice to the other party.

Section 4. Assignment.

Contractor shall not assign or subcontract this Contract or payments hereunder without District’s written consent.

Section 5. Prevailing Wages.

(a) Contractor will pay not less than the prevailing rates of wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed may be requested from District. Contractor will post one copy of the prevailing rates of wages at the job site.

(b) Contractor shall forfeit as penalty to the District the sum of \$50.00 for each calendar day, or portion thereof, and for each worker paid less than the prevailing rates.

Section 6. A Legal Day’s Work

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof.

Section 7. Overtime Penalty

Contractor shall, as a penalty to the state or District on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this contract for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of this contract.

Section 8. Minimum Overtime Pay

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said

sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

Section 9. Complete Payroll Records; Certified and Available

(a) Contractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with this contract. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- The information contained in the payroll record is true and correct.
- The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

Section 10. Insurance.

(a) Before beginning the performance of the work, Contractor shall purchase and shall thereafter maintain insurance until the work is complete to protect the Contractor and the District from claims:

(i) arising from Contractor's operations under the Contract by the Contractor, a subcontractor, or anyone employed by them, or anyone for whose acts any of them may be liable;

(ii) under workers' compensation, disability benefits and other similar benefit acts;

(iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees;

(iv) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offence related to employment of such person by the Contractor, or other persons;

(v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(vi) for damages because of bodily injury, death of a person, or property damage arising from ownership, maintenance or use of a motor vehicle;

(vii) involving contractual liability insurance applicable to the Contractor's obligations; and

(viii) for damage to work in progress.

(b) The liability insurance required shall be written for not less than One Million Dollars per occurrence, Three Million Dollars aggregate or as required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the State of California. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. District, its officers, agents and employees shall be named as additional insureds.

(c) Certificates of insurance executed by the carrier(s) and acceptable to the District and copies of the policy shall be filed with the District prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the District. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

Section 11. Indemnification.

(a) Contractor shall indemnify and save the District, its officers, agents, volunteers, and employees, free and harmless from costs, damages, or liability, including attorney fees, arising out of any act or omission to act, including any negligent act or omission to act by Contractor, its officers, agents, subcontractors, and employees with respect to the performance of the work or the Contractor's obligations under this Contract. Contractor's duty to indemnify and defend does not extend to the damages or liability caused by the District's sole negligence, active negligence, or willful misconduct.

(b) In addition to the foregoing, Contractor shall pay District costs, including attorney fees, incurred by the District in handling, responding to, or litigating stop notice claims, or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

Section 12. Nondiscrimination Clause

(a) During the performance of the Contract, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin,

ancestry, physical handicap, medical condition, marital status, age (over 40), sex, or other characteristic protected by law. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full.

Section 13. Miscellaneous

(a) Waiver. Any waiver by District of a breach of this Contract by Contractor shall not be construed as a waiver of a subsequent breach. No breach by Contractor of this Contract shall be deemed to have been waived by District unless the waiver is in writing signed by District.

(b) Rights Cumulative. Except as provided herein, the rights and remedies specified in this Contract shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Contract.

(c) Entire Contract. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Contract, and that this Contract supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between District and Contractor.

(d) Amendments in Writing. No provision of this Contract may be amended except by an agreement in writing signed by District and Contractor.

(e) No Other Relationship. Nothing contained in this Contract shall be construed as creating the relationship of principal and agent, partnership or joint venture between District and Contractor.

(f) Governing Law. This Contract shall be governed by and construed in accordance with the internal laws of the State of California. This Contract is made and is to be performed in the County of Kern, California.

(g) Severability. If any provision of this Contract or the application of such provision to any person, entity, or circumstances, is found invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this Contract, and all other provisions of this Contract shall be deemed valid and enforceable. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Contract with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Contract, or otherwise to amend this Contract to achieve such result.

(h) Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, pandemics, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage; provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage. Notwithstanding

anything to the contrary contained in this Section, in the event any work performed by Contractor results in a strike, lockout, and/or labor dispute, the strike, lockout, and/or labor dispute shall not excuse the performance by Contractor of the provisions of this Contract.

(i) Attorney Fees. In the event District or Contractor institute any legal action or proceeding arising from or related to this Contract, or any default hereunder, the party not prevailing in the action or proceeding shall reimburse the prevailing party for the all costs and expenses, including reasonable attorneys' fees, incurred therein by the prevailing party, including without limitation, any fees, costs, or disbursements incurred on any appeal and enforcement of a judgment from the action or proceeding.

(j) Compliance with Laws. Contractor shall comply with (a) all applicable federal, state, and local laws, rules and regulations governing the Work; and (b) the rules and regulations of District for the Mojave Airport applicable to Contractor's Work, Contractor's operations at the Airport, and Contractor's use of roadways and other common areas pursuant to this Contract.

(k) Counterparts. This Contract may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, or caused it be executed as of the day, month and year first above written.

Mojave Air & Space Port

Sharper Landscaping Services, Inc.

By: _____
Arielle Sewell, Acting CEO, GM

By: _____
Name:
Title:

Schedule A

Scope of Services

I. Full description of Services:

Sharper Landscaping Services shall provide weekly, bi-weekly, and bi-annual landscape maintenance for the Mojave Air and Space Port Grounds listed below:

Scope of Services:

- All work shall be performed 7 am to 5pm. PST. Unless otherwise specified and approved.
- Vendor shall provide an operational work schedule to Mojave Air and Space Port Facilities Department designees.
- All equipment used in conjunction with service to MASP must follow County, State and Federal regulations.
- Vendor shall be responsible to provide and use flashing hazard lighting and barricades, orange safety vest and other similar equipment as needed for a safe work environment.

Locations:

1. Aircraft Static Display at the Airport Blvd. Entrance.
2. Belshaw Street Rock Garden
3. Belshaw Street Softball Field
4. Building 1
5. Building 58 Administration Building
6. Building 137 Event Center
7. Legacy Park
8. Riccomini Street

Landscape Maintenance (all areas):

Landscape maintenance shall include, but is not limited to for those above-described areas as:

- Weekly lawn maintenance which includes mowing, trimming, edging, and raking so lawn appears healthy and manicured.
- Trash and debris removed prior to mowing to prevent spread of such materials.
- Sidewalks, walking paths, curbs and gutters must be clean and free of trash and debris.
- Maintain all landscape areas and plants in healthy condition, free of disease, pests, including rodent and litter.
- Apply pre and post emergent's to control weeds.
- Pruning of trees as needed to maintain tree canopy height of 8 feet from the ground to the under portion of the canopy.
- Removal of trash and debris and trimming of groundcover and shrubs as needed to maintain a neat and well-manicured appearance.
- Application of fertilizers, herbicides and pesticides as needed for proper plant growth and nutrition, free of weeds and pests, including rodents.

- Vendor shall remove all pruning, grass clippings and trash prior to leaving work site.

Soft Ball field:

- Shall be serviced the same day the Belshaw St. Rock Garden is serviced.
- Mow turf, Trim weeds from fence lines and backstops.
- Dirt areas of infield and warning track shall be kept weed free.
- Clean under bleachers and in and around dugouts.

Rock Garden:

- Blow off slab, sidewalks. Irrigation checked, repaired and adjustments as needed.
- Vendor shall rake, level, and remove weeds and debris from gravel area weekly.

Parking Lots (all areas):

- Vendor shall pickup all litter.
- Sweep, blow, vacuum parking lot.
- Weed control as needed.
- Blow off slab, sidewalks. Irrigation checked, repaired and adjustments as needed.

Irrigation Maintenance (all areas):

- Vendor shall maintain a properly operating irrigation system to adequately irrigate all plant materials and turf.
- Vendor shall test the irrigation system monthly by cycling and inspecting each controller station, as well as checking the controller for proper settings.
- It shall be the Vendor's responsibility to make sure that water is not being "wasted" or spraying onto roadways, building and other non-landscaped areas and comply with all water restrictions and regulations.
- Routine irrigation repairs shall be the responsibility of the Vendor will be considered part of the regular maintenance agreement. This includes all sprinkler heads and bubblers.
- The replacement of minor parts, repairing minor leaks and cleaning out lines will be considered part of the regular maintenance agreement.
- Major line breaks, repair and replacement of valves, controllers and other major components will be considered major repairs and quoted separately.

Special Note:

- Soft Ball Field repairs and irrigation programming will remain responsibility of MASP Facilities Department. Vendor shall make recommendations, as needed, to adequately irrigate all plant materials and turf and to minimize run-off.
- Irrigation pumps and tank will remain responsibility of MASP Facilities Department.
- Vendor shall report immediately, any safety/hazardous condition to MASP Facilities representative.
- Vendor shall be responsible for damages and injuries that result from the service they are providing.
- All MASP Buildings and Grounds are under 24-Hour Surveillance.

Application of Herbicides & Pesticides:

Vendor shall guarantee that all Herbicides/Pesticides are handled, stored, transported, and/or applied in a professional and efficient manner according to manufacturer label requirements, and state pesticide laws found in the Food and Agricultural Code (Division 6, Pest Control Operations and Division 7. Agricultural Chemicals Livestock Remedies, and Commercial Feeds) and regulations found in the California Code of regulations (title 3. Food and Agriculture, Division 6. Pesticides and Pest Control Operations).

Vendor shall provide MASP Facilities department a copy of any required recommendation for use of restricted chemicals at least two (2) working days prior to material application, along with any required notice to Kern County Agriculture Department ("Notice of Intent"). A Notice of Intent contains details of the proposed chemical application; type, amount, location, date, and time as required by the State of California and the Kern County Agriculture Department. Materials applied will contain a marker dye so treated areas are evident for work monitoring.

Vendor shall provide to MASP Facilities Department a monthly report, in electronic format, detailing the location of work performed, amount and type of chemical utilized, date and time of application.

Vendor shall submit a copy of the State required monthly summary report of all chemical applications on MASP property to the Kern County Agriculture Department, with a copy also being sent to the MASP Facilities Department. Such report shall be provided to the Facilities Department by the 10th of each month following any month during which work is performed on behalf of MASP (i.e., May 10 for all work completed in April).

SDS.

Vendor Shall provide a Safety Data Sheet (SDS) for any products applied on MASP property as required by the California General Order 5194 for all products that contain hazardous substances. SDS sheets shall be given to MASP Facilities Department upon receipt of services.



Sharper Landscaping Services, Inc.
 PO Box 77247
 Corona, CA 92877 US
 +1 6619027169
 admin@sharperlandscaping.com
 www.sharperlandscaping.com

EXHIBIT A

Proposal

ADDRESS

Mojave Air and Space Port
 1434 Flightline
 Mojave, Ca. 93501

PROPOSAL # 1899

DATE 03/18/2024

EXPIRATION DATE 05/17/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/01/2024	<p>This estimate includes maintenance services for the following locations:</p> <ol style="list-style-type: none"> 1. Aircraft Static Display at the Airport Blvd. Entrance. 2. Belshaw Street Rock Garden 3. Belshaw Street Softball Field 4. Building 1 5. Building 58 Administration Building 6. Building 137 Event Center 7. Legacy Park 8. Riccomini Street <p>Please details below:</p> <p>Aircraft Static Display at the Airport Blvd. entrance, Belshaw Street Rock Garden, Riccomini Street and Building 137 Event Center will all be maintained through weed abatement which includes using power equipment, hand tools and herbicide application when and where it is safe for surrounding plant life. Belshaw St. softball field, Building 1, Building 58 Administration Building and Legacy Park will be maintained with grass mowing and trimming where needed, weed abatement, tree and plant trimming. All will be done as needed. All trees will be trimmed only as high as standing reach of workers. Debris collection resulting from completed work and dumping costs are included in this estimate. No irrigation work or parts are included in this estimate. The cost for this service is \$4,300 per month.</p>	1	4,300.00	4,300.00

Thank you for considering us in your landscaping needs.

TOTAL

\$4,300.00

Accepted By

Accepted Date

PROPOSAL

Glenn's Lawn Care

9217 West Avenue F
Lancaster, CA 93536
(661) 992-3575



To:
Mojave Airport (Alma/Floyd)
1434 Flight Line
Mojave, CA 93501

Proposal #	2856
Proposal Date	12/08/2023
Total Amount	\$24,972.00

Item	Quantity	Price	Line Total
Contract Monthly Charge	1.0	\$24,972.00 / Each	\$24,972.00
Landscape maintenance weekly service, prevailing wage.	1.0	\$0.00 / Each	\$0.00
Includes 6 areas listed below.	1.0	\$0.00 / Each	\$0.00

Subtotal:	\$24,972.00
Tax:	\$0.00
Past Due Amount:	\$0.00
Total Amount:	\$24,972.00

License #C-27, 809412. Weekly maintenance/billed monthly. 6 separate areas. 1) Baseball field, 2) Rock park, 3) Small park with lawn, 4) Main office building with artificial turf/shrubs, 5) Building with lawn areas, 6) Side of roadway with shrubs/drip system. ***Service includes: Mow and trim lawn areas. Weed planter and rock areas. Trim shrubs to maintain size and shape, Check irrigation systems/perform minor repairs, Haul debris.

Notes



AIR & SPACE PORT
AT RUTAN FIELD

CEO REPORT

TO: MASP Board of Directors
FROM: Arielle Sewell, Acting CEO
MEETING DATE: May 21, 2024

Updates

Hangar Development Update – Local Equity will be meeting with staff next week discussing exhibits, surveys, and site plan.

Highlights –

- The Dick Rutan Memorial Service will be held Saturday, June 15, 2024, 10:00 – 2:00 pm., during Plane Crazy.
- The FAR-OUT Hybrids and Liquids Collegiate Rocket Competition is June 5th – 11th. The launches will be at the Friends of Amateur Rocketry (FAR) site with the displays, speakers and ceremonies will be held at the Stuart O. Witt Event Center.
- MASP once again made history by assisting in the first photo shoot of Northrop's Stargazer; the only operating L-1011 in the world and a CHP Patrol car from the Mojave CHP Station on June 9, 2024 with our Tower as the backdrop.



AIR & SPACE PORT
AT RUTAN FIELD

CEO AUTHORIZED ITEMS

Authorized Payments

BOARD MEETING: 5/21/24	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	5/16/2024	42,938.00		42,938.00
				-
EFT'S	5/14/2024		673,003.48	673,003.48
		42,938.00	673,003.48	715,941.48
BOD CHECK		50,140.00		
		9,888.00		
		30,397.15		
		50,565.26		
CHECK TOTAL		140,990.41		140,990.41
VOID CHECK				
TOTAL ALL CHECKS & EFT'S				856,931.89

Date: Thursday, May 16, 2024
 Time: 02:21PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-24 As of: 5/16/2024

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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							
064935	CK	5/16/2024	0225 Avsurance Corporation	11-24	056314	VO	5761	5/10/2024	0.00	38.00
064936	CK	5/16/2024	0250 Berchtold Equipment	11-24	056306	VO	P31721	4/25/2024	0.00	79.02
064936	CK	5/16/2024	0250 Berchtold Equipment	11-24	056313	VO	W12828	5/14/2024	0.00	2,353.37
									Check Total	2,432.39
064937	CK	5/16/2024	0467 Coastline Equipment	11-24	056307	VO	1125292	4/29/2024	0.00	2,695.07
064938	CK	5/16/2024	0547 Brock Heating & Air, Inc	11-24	056316	VO	4234	5/2/2024	0.00	7,300.00
064939	CK	5/16/2024	0657 Flight Light	11-24	056293	VO	0092217-IN	3/11/2024	0.00	235.61
064940	CK	5/16/2024	1369 Mojave Desert News	11-24	056294	VO	043024	4/30/2024	0.00	68.00
064941	CK	5/16/2024	1372 Mojave Public Utility District	11-24	056296	VO	6072-001/0424	4/30/2024	0.00	8,413.71
064941	CK	5/16/2024	1372 Mojave Public Utility District	11-24	056297	VO	6072-000/0424	4/30/2024	0.00	102.07
064941	CK	5/16/2024	1372 Mojave Public Utility District	11-24	056298	VO	6072-002/0424	4/30/2024	0.00	137.29
064941	CK	5/16/2024	1372 Mojave Public Utility District	11-24	056299	VO	6072-003/0424	4/30/2024	0.00	990.72
									Check Total	9,643.79
064942	CK	5/16/2024	1390 Mission Linen Supply	11-24	056308	VO	521483989	4/25/2024	0.00	131.99
064942	CK	5/16/2024	1390 Mission Linen Supply	11-24	056309	VO	521483988	4/25/2024	0.00	145.49
064942	CK	5/16/2024	1390 Mission Linen Supply	11-24	056317	VO	521577022	5/9/2024	0.00	131.99
064942	CK	5/16/2024	1390 Mission Linen Supply	11-24	056318	VO	521577021	5/9/2024	0.00	145.49
									Check Total	554.96

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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
064943	CK	5/16/2024	1800 Ramos Strong Inc	11-24	056311	VO	400171	4/29/2024	0.00	1,108.08
064944	CK	5/16/2024	1865 RLH Fire Protection	11-24	056324	VO	10008579	5/2/2024	0.00	5,975.00
064945	CK	5/16/2024	1895 Smith Pipe & Supply	11-24	056329	VO	4139698	5/8/2024	0.00	1,571.71
064945	CK	5/16/2024	1895 Smith Pipe & Supply	11-24	056330	VO	4139693	5/8/2024	0.00	1,858.21
064945	CK	5/16/2024	1895 Smith Pipe & Supply	11-24	056331	VO	4139694	5/8/2024	0.00	3,316.59
									Check Total	6,746.51
064946	CK	5/16/2024	1952 Southern California Edison	11-24	056126	AD	876951651/0324	4/4/2024	0.00	-118.71
064946	CK	5/16/2024	1952 Southern California Edison	11-24	056216	AD	12285395/041824	4/18/2024	0.00	-108.77
064946	CK	5/16/2024	1952 Southern California Edison	11-24	056303	VO	867612605/0424	5/1/2024	0.00	900.02
064946	CK	5/16/2024	1952 Southern California Edison	11-24	056304	VO	12285395/0424	5/1/2024	0.00	1,882.77
064946	CK	5/16/2024	1952 Southern California Edison	11-24	056305	VO	876951681/0424	5/3/2024	0.00	156.37
									Check Total	2,711.68
064947	CK	5/16/2024	1954 Southern California Gas	11-24	056325	VO	11545997/0524	5/13/2024	0.00	184.34
064947	CK	5/16/2024	1954 Southern California Gas	11-24	056326	VO	89363938/0524	5/13/2024	0.00	147.79
064947	CK	5/16/2024	1954 Southern California Gas	11-24	056327	VO	61545001/0524	5/13/2024	0.00	126.46
064947	CK	5/16/2024	1954 Southern California Gas	11-24	056328	VO	31545767/0524	5/13/2024	0.00	33.51
									Check Total	492.10
064948	CK	5/16/2024	2253 Waste Management Kern	11-24	056312	VO	23407448085	5/1/2024	0.00	463.54
064949	CK	5/16/2024	2367 Armando Quintero Jr.	11-24	056310	VO	042924/BOOTS	4/29/2024	0.00	250.00
064950	CK	5/16/2024	3027 Nicole Altman	11-24	056315	VO	0524/LG BEACH	5/16/2024	0.00	256.00

Date: Thursday, May 16, 2024
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Mojave Air & Space Port
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 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
			Vendor Name	To Post	Closed						
064951	CK	5/16/2024	4523 Gerardo Perez	11-24		056319	VO	0510	5/10/2024	0.00	583.00
064951	CK	5/16/2024	4523 Gerardo Perez	11-24		056320	VO	040624	5/10/2024	0.00	125.00
064951	CK	5/16/2024	4523 Gerardo Perez	11-24		056321	VO	050624	5/10/2024	0.00	125.00
064951	CK	5/16/2024	4523 Gerardo Perez	11-24		056322	VO	041524	5/10/2024	0.00	134.00
064951	CK	5/16/2024	4523 Gerardo Perez	11-24		056323	VO	050824	5/10/2024	0.00	863.00
064951	CK	5/16/2024	4523 Gerardo Perez	11-24		056332	VO	050824	5/10/2024	0.00	138.00
Check Total										1,968.00	

Check Count: 17

Acct Sub Total: 42,938.73

Check Type	Count	Amount Paid
Regular	17	42,938.73
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	42,938.73

Company Disc Total	0.00	Company Total	42,938.73
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AIR & SPACE PORT
AT RUTAN FIELD

Electronic Fund Transfers April 25 through May 14, 2024

Date		Amount
4/25/2024	ACH DEBIT PAYROLL PAYCHEX	\$74,054.17
4/25/2024	ACH DEBIT TAXES PAYCHEX TPS	\$15,392.04
4/25/2024	ACH DEBIT INVOICE PAYCHEX EIB	\$1,078.51
4/25/2024	ACH DEBIT GARNISH PAYCHEX CGS	\$549.72
4/25/2024	ACCOUNT SERVICE FEE TM-ACH OR MULTIPLE SERVICES	\$75.00
4/25/2024	ACCOUNT SERVICE FEE RDC MONTHLY FEE	\$75.00
4/26/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$27,096.38
4/29/2024	WIRE TRANSFER FEE	\$15.00
5/1/2024	WIRE TRANSFER FEE	\$15.00
5/1/2024	WIRE TRANSFER FEE	\$15.00
5/2/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$26,941.92
5/2/2024	ACH DEBIT MTOT DISC BANKCARD 1250	\$124.56
5/6/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$81,015.52
5/7/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$53,955.00
5/8/2024	ACH DEBIT PAYABLES Mojave Air-Space	\$57,500.00
5/8/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$35,404.68
5/8/2024	ACH DEBIT PAYABLES Mojave Air-Space	\$6,110.00
5/8/2024	WIRE TRANSFER FEE	\$15.00
5/8/2024	WIRE TRANSFER FEE	\$15.00
5/8/2024	CHARGES & FEES, ACH PER BATCH FEE x2	\$10.00
5/9/2024	ACH DEBIT PAYROLL PAYCHEX-RCX	\$74,767.87
5/9/2024	ACH DEBIT TAXES PAYCHEX TPS	\$15,343.88
5/9/2024	ACH DEBIT INVOICE PAYCHEX	\$1,134.21
5/9/2024	ACH DEBIT GARNISH PAYCHEX	\$549.72
5/10/2024	ACH DEBIT 1800 CALPERS	\$61,976.35
5/10/2024	ACH DEBIT 3100 CALPERS	\$12,533.17
5/10/2024	ACH DEBIT ACH PMT AMEX EPAYMENT	\$11,449.70
5/10/2024	ACH DEBIT 1800 CALPERS	\$10,755.74
5/10/2024	ACH DEBIT 3100 CALPERS	\$3,122.09
5/10/2024	ACH DEBIT INVESTMENT DSTRS	\$300.00
5/10/2024	ACH DEBIT INVESTMENT DSTRS	\$250.00
5/10/2024	ACH DEBIT CLOVER APP CLOVER	\$49.95
5/13/2024	ACH DEBIT ACH PMT AMEX EPAYMENT	\$8,064.30
5/13/2024	ACH DEBIT INVESTMENT DSTRS	\$300.00
5/13/2024	ACH DEBIT INVESTMENT DSTRS	\$250.00
5/14/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$77,048.97
5/14/2024	ACH DEBIT 3100 CALPERS	\$12,527.94
5/14/2024	ACH DEBIT 3100 CALPERS	\$3,122.09
	TOTAL	\$673,003.48