MOJAVE AIR AND SPACE PORT

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: July 19, 2016
Time: 2:00 p.m.
Location: Board Room
1434 Flightline, Mojave, California

AGENDA

1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

2. Community Announcements

Members of the audience may make announcements regarding community events.

3. Consent Agenda

All items on the consent agenda are considered routine and non-controversial, and will be approved by one motion unless a member of the Board, staff, or public requests to move an item to Business Items.

- A. Minutes of the Regular Board Meeting on July 5, 2016
- B. Check Register dated July 14, 2016

4. Action Items

- A. Resolution Establishing Check Signing Authority
- B. 2016 California Special Districts Association Board Elections
- C. CalPERS Unfunded Liability Payment
- D. Kampner Losey Sublease Agreement
- E. Pollution Legal Liability Insurance Policy
- F. Resolution Amending the Administrative Code Regarding Director Compensation and Benefits
- G. Resolution for Destruction of Records

5. Reports

- A. Financial Reports
- B. CEO/GM Report
- C. Board Committees

D. Board of Directors: This portion of the meeting is reserved for board members to comment on items not on the agenda

6. Public Comment on Items Not on the Agenda

Members of the public may make comments to the Board on items not on the agenda.

7. Closed Session

A. Existing Litigation (Govt Code 54956.9(a): Soest v MASP

B. Real Property Negotiations (Govt Code 54956.8):

1. Property: T Hangars 924, 931, 961

Parties: MASP, Fischer

Negotiator: CEO, General Counsel

Terms: Purchase price
2. Property: T Hangar 942
Parties: MASP, Kampner

Negotiator: CEO, General Counsel

Terms: Purchase Price

C. Potential litigation (Govt Code 54956.9): 1 case

8. Closed Session Report

Adjournment

This Agenda was posted on July 15, 2016 by Jason.

<u>ADA Notice</u>: Persons desiring disability-related accommodations should contact the District no later than forty-eight hours prior to the meeting. Persons needing an alternative format of the agenda because of a disability should notify the District no later than seventy-two hours prior to the meeting. All inquiries/requests can be made by phone at (661) 824-2433, in person at 1434 Flightline, Mojave, CA, or via email to carrie@mojaeairport.com.

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

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

MISSION STATEMENT

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

BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING OF July 5, 2016

1. CALL TO ORDER

The meeting was called to order on Tuesday, July 5, 2016, at 2:00 p.m. by President Evans in the Board Room at Mojave Air and Space Port located at 1434 Flightline, Mojave, California.

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

B. Roll Call:

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

Directors absent: None

Others present: CEO Drees, Director of Planning Wojtkiewicz, Director of

Administration Rawlings, Director of Maintenance Smith, COO Himes, and

District Counsel Navé (by phone)

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

2. <u>COMMUNITY ANNOUNCEMENTS</u>

Cathy Hansen commented on Plane Crazy Saturday and a fundraiser for victims of the Erskine Fire.

3. CONSENT AGENDA

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

- A. Minutes of the Regular Board Meeting on June 21, 2016
- B. Check Register dated June 29, 2016
- C. Check Register dated June 30, 2016

4. ACTION ITEMS

A. 1st Amendment to Virgin Galactic Test Site 19 Lease

CEO Drees presented the amendment to the test site 19 lease. Upon motion by Director Peterson, seconded by Director Balentine, the Board voted unanimously to approve the amendment.

B. Crack Sealing Expenditure from Environmental Concepts

CEO Drees presented Environmental Concepts proposal. Upon motion by Director Peterson, seconded by Director Parker, the Board voted unanimously to approve the expenditure.

C. California City Aviation Grant

CEO Drees presented the California City aviation grant request. Upon motion by Director Peterson, seconded by Director Deaver, the Board voted unanimously to approve the grant.

D. FY 16-17 Non-Operating Expenditures

CEO Drees presented the non-operating expenditure budget for FY 16-17. After discussion, no action was taken because this item was approved as part of the overall FY 16-17 budget.

E. FY 16-17 Employee Bonus Plan

CEO Drees presented the FY 16-17 employee bonus plan. Directors Peterson and Parker raised concerns regarding the structure of the plan. Upon motion by Director Balentine, seconded by Director Deaver, the Board rejected the proposed bonus plan with Director Balentine voting "yes" and Directors Deaver, Evans, Parker, and Peterson voting "no".

F. Purchase of T Hangar 940

CEO Drees presented the Board with the agreement for the purchase of Hangar 940. Upon motion by Director Peterson, seconded by Director Parker, the Board voted unanimously to purchase Hangar 940.

5. REPORTS

A. CEO/GM Report

CEO Drees reported on Airport repairs, the National Test Pilot School, and visit by a Congressional delegation.

B. Board Committees

No report was made.

C. Board of Directors

Director Peterson reported on the NTPS camp and presented a short video.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments.

7. CLOSED SESSION

A. Existing litigation: Soest v. MASP

B. Real Property Negotiations: 2041 Belshaw, Mojave, CA

8. CLOSED SESSION REPORT

In closed session, Counsel and the Board discussed the status of the Soest matters. The Board also discussed the Mojave Community Medical Center / Adventist Health lease for 2041 Belshaw. No other items were discussed.

ADJOURNMENT

There being no further business to meeting at 2:56 p.m.	o come before the Board, the chair adjourned the
ATTEST	David Evans, President
Jimmy R. Balentine, Secretary	

Thursday, July 14, 2016 12:09PM LCALICA

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Mojave Air & Space Port

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Invoice Date

Discount Taken

Amount Paid

226,866.89

Mojave Air & Space Port

Page: Report: 8 of 8 03630.rpt

Company:

EKAD

Check Register - Standard Periods: 12-16 Through 01-17 As of: 7/14/2016

		2,543.16	CR-Supplies for Bldg.1, Fire, Accounting, Conf. & Board Rm.	CR-Supplies for
		6,678.50	7/13/16	Amex
		16,460.81	7/26/16	AV Fuel
		16,489.95	7/23/16	AV Fuel
		16,534.72	7/21/16	AV Fuel
		16,528.46	7/17/16	AV Fuel
				EFT's
Company Total	0.00	Company Disc Total		

Total for Board Approval

EFT Total

JB-Supplies for Security, Tower, Bldg.1, Weatherstation

2,361.02

299,559.33 72,692.44 185.00

KD-SETP, Meetings - Solar, MASP Development & Improvement 732.19

₩.



TO:

Board of Directors

FROM:

Carrie Rawlings

SUBJECT:

Check Signing Authority Resolution

MEETING DATE: 7/19/2016

Background:

The District needs to update the signatures on file with Mission Bank for the General Fund Account and they require an updated resolution. The last resolution they have on file is from 2012 and with the merger from Mojave Desert Bank to Mission Bank they require an updated resolution to make the changes. In having the resolution on file with the bank any future board changes the district will only need to send a letter with the updated information, instead of a resolution every time.

Impacts:

Fiscal: None

Environmental: None

Legal: None

Recommended Action:

Accept the resolution that needs to be submitted to Mission Bank to update the acceptable signatures on our General Fund Account.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE PORT ESTABLISHING CHECK SIGNING AUTHORITY

WHEREAS, Mojave Air and Space Port ("MASP") has the following accounts at Mission Bank:

Account Number 41006339 – General Fund Account

WHEREAS, there has been a change of membership on MASP's Board of Directors necessitating a change in those authorized to sign on behalf of MASP;

NOW, THEREFORE, BE IT RESOLVED that members of the Board of Directors and the Chief Executive Officer/General Manager of MASP are hereby authorized and empowered to certify and deliver to the said bank a copy of this resolution, and to execute a proper signature card, or cards, bearing the authorized signatures as aforesaid, and to execute and deliver to said bank subsequent cards bearing the specimen signatures of such others as may from time to time hereafter be authorized to sign the checks or drafts of MASP.

RESOLVED FURTHER, that all acts and things that may be done pursuant to the authority of this resolution by the said bank, or by the directors and CEO/GM of MASP be, and the same are hereby fully ratified and approved, and that this resolution remain in full force and effect until written notice of revocation signed by the President, Vice-President, Secretary or Treasurer of MASP shall have been received by said bank.

Tracpies, Signed and Experience	24 till 17th day 61 July, 2016.	
	David Evans, President	
ATTEST:		
Jimmy R. Balentine, Secretary		

Adopted, Signed and Approved this 19th day of July 2016.



STAFF MEMORANDUM

TO:

Board of Directors

FROM:

Carrie Rawlings

SUBJECT:

2016 California Special Districts Association Board Elections

MEETING DATE: 7/19/2016

Background:

We are current members of California Special Districts Association and they have requested one vote from Mojave Air & Space Port for the 2016 Board Elections by August 5, 2016. The candidates running are Tim Ruiz – East Niles Community Service District, Alan Hofmann – Fresno Metropolitan Flood Control District, Ron Smith-Rosamond Community Services District and Sandi Miller – Selma Cemetery District. Tim Ruiz is the incumbent running for re-election.

Impacts:

Fiscal: None

Environmental: None

Legal: None

Recommended Action:

Staff has no recommendation for any particular candidate. Select one candidate for the 2016 California Special Districts Association Board Election.



The following information MUST accompany your nomination form and Resolution/minute order:

Name: Timothy Ruiz
District/Company: East Niles Community Services District
Title: General Manager
Elected/Appointed/Staff: Staff
Length of Service with District: Over 12 years
 Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):
Yes, I have been a two-term Director of CSDA and have served on the Fiscal, Education,
Audit, and Election & Bylaws committees as well as attending various CSDA seminars and
conferences.
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):
Yes, being a member of ACWA, I have corresponded with ACWA in support and in opposition
of past draft legislation, as well as attend the ACWA annual conferences.
3. List local government involvement (such as LAFCo, Association of Governments, etc.):
I have attended the Kern County LAFCO meetings at times to address the commission
regarding annexation issues. Also worked with executive director counting ballots.
4. List civic organization involvement:
I have been involved with the Kern County Water Association for 8 years and have been serving as a director for the last three. I have also been involved with the Kern County Superintendent
of Schools Academic Decathlon for the past 10 years, serving as a judge.



The following Information MUST accompany your nomination form and Resolution/minute order:

Name:Alan Hofmann
District/Company: Fresno Metropolitan Flood Control District
Title: General Manager-Secretary
Elected/Appointed/Staff: Staff
Length of Service with District: 37 years
1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):
Expert Feedback teams, Trustee local Central Valley Chapter CSDA, attendance at Legislative
days, conferences, workshops, and Module 1 Governance Academy.
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):
ACWA, ASCE, CASQA
List local government involvement (such as LAFCo, Association of Governments, etc.):
Oversight Board for Successor Agency Fresno Redevelopment, Board Member of Fresno
County Economic Development Corporation.
4. List civic organization involvement:
Leadership Fresno

^{**}Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.



The following information MUST accompany your nomination form and Resolution/minute order:

Name: RON SMITH
District/Company: POSAMONI) COMMUNITY SERVICES DISTRIC
Title: BENERAL MANAGER
Elected/Appointed/Staff: STAFF
Length of Service with District: 9 410
1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.): LEAGUE OF QTIES
List local government involvement (such as LAFCo, Association of Governments, etc.):
SEE ATTACHED
4. List civic organization involvement: SEE ATTACHED

^{**}Candidate Statement - Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.



The following information MUST accompany your nomination form and Resolution/minute order:

Name: Sandi Muler
District/Company: Selma Clinetery District
Title: General Manager
Elected/Appointed/Staff: Stata
Length of Service with District: 8 Lears
1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):
Conferences. Currenct SDA-Board Secretary Carenary Transparences CSDA Coachy state.
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.): Sit on the CAPC Board of Directors
3. List local government involvement (such as LAFCo, Association of Governments, etc.):
Starting up Local Chapter of CSDA. we have
nad I trains class and just a few denis
4. List civic organization involvement: Cuft to become official
Chandrer, whurch

^{**}Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.



STAFF MEMORANDUM

TO:

Board of Directors

FROM:

Carrie Rawlings

SUBJECT:

CalPERS Unfunded Liability Payment

MEETING DATE: 7/19/2016

Background:

Each year the District pays its CalPERS pension plan an amount for unfunded accrued liabilities for retired employees. (This is separate from the District's payment into the pension plan for current employees.) The total due for FY 16-17 is \$243,982.00, which includes both miscellaneous (\$219,197.00) and safety (\$24,785.00) employee contributions. This amount can be paid in a lump sum or in monthly installments. If paid on a monthly basis, the total amount will be \$252,966.12, which includes interest and fees. For FY 15-16, the District paid monthly installments. The District does not accrue unfunded liabilities for employees hired after January 1, 2013.

Impacts:

Fiscal: \$243,982.00

Environmental: None

Legal: None

Recommended Action:

Approve one-time lump sum payment of \$243,982.00, instead of monthly payments, for a savings of \$8,984.12.



P.O. Box 942715 Sacramento, CA 94229-2715 888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545 www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2016

Mojave Air and Space Port Carrie M. Rawlings 1434 FLIGHTLINE MOJAVE, CA 93501

Business Unit:

1900

CalPERS ID:

4129706773

Invoice Number

100000014790180

Invoice Date:

July 01, 2016

Payment Due Date:

July 31, 2016

Description	Amount
Annual Unfunded Accrued Liability as of the June 30, 2014 Actuarial Valuation for Rate Plan Identifier 1090.	
The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.	
Your agency's monthly amount due toward the Unfunded Accrued Liability is:	
Amount Due Date \$2,141.50 July 31, 2016	
If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$24,785.00 to the invoice number above by July 31, 2016 instead of the monthly amount listed.	
Please refer to the June 30, 2014 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.	
Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).	C.
For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.	
Total Due	\$2,141.50

California Public Employees' Retirement System <u>www.calpers.ca.gov</u>



P.O. Box 942715 Sacramento, CA 94229-2715 888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545 www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2016

Mojave Air and Space Port Carrie M. Rawlings 1434 FLIGHTLINE MOJAVE, CA 93501

Business Unit:

1900

CalPERS ID:

4129706773

Invoice Number

100000014790171 July 01, 2016

Invoice Date:

July 31, 2016

Payment Due Date:

Amount Description Annual Unfunded Accrued Liability as of the June 30, 2014 Actuarial Valuation for Rate Plan

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.

Your agency's monthly amount due toward the Unfunded Accrued Liability is:

Amount

Due Date

\$18,939.01

Identifier 1089.

July 31, 2016

If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$219,197.00 to the invoice number above by July 31, 2016 instead of the monthly amount listed.

Please refer to the June 30, 2014 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.

Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).

For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.

Total Due

\$18,939.01

California Public Employees' Retirement System www.calpers.ca.gov



STAFF MEMORANDUM

TO: Board of Directors

FROM: Lynn Johansen

SUBJECT: Sub-Lease Approval

MEETING DATE: July 19, 2016

Background:

Matt Kampner is requesting authorization to sublet Hangar 942 to Steve Losey. Pursuant to section 12.1 of Kampner's lease, the District must give written consent prior to any sublease of the leased premises, except in circumstance not applicable to this situation.

Impacts:

Fiscal: None Environmental: None Legal: None

Recommended Action:

Staff recommends approval of the sublease, and authorize the CEO to sign the Consent to Sublease.

CONSENT TO SUBLEASE

This Consent to Sublease ("Consent") is made by Mojave Air and Space Port ("Landlord"), Matt Kampner ("Sub-Landlord"), and Steve Losey ("Sub-Tenant") as of July 19, 2016.

Whereas, Landlord and Sub-Landlord entered into that lease dated November 1, 2010 (the "Master Lease"), for T Hangar 942 Land Lease (the "Premises"); and

Whereas, Sub-Landlord desires to sublease the Premises to Sub-Tenant;

Now, therefore, the parties agree as follows.

- 1. Consent to Sublease. Landlord consents to the Sublease of the Premises between Sub-Landlord and Sub-Tenant, subject to the terms and conditions of this Consent.
 - 2. Scope and Conditions of Consent. It is understood and agreed that:
- (a) Landlord does not consent to or approve of any term, provision, covenant, or condition in the Sublease, and Landlord will not be bound by the Sublease;
- (b) No rights will be granted to Sub-Tenant under the Sublease that are greater than those granted to Sub-Landlord under the Master Lease;
 - (c) The Sublease will be subordinate to the Master Lease and this Landlord's Consent; and
- (d) In the event of any conflict between the terms and provisions of the Master Lease or this Landlord's Consent and the terms and provisions of the Sublease, the terms and provisions of the Master Lease or the Landlord's Consent, as applicable, will prevail.
- 3. Assumption of Sub-Landlord's Obligations. For the benefit of Landlord and Sub-Landlord, Sub-Tenant expressly assumes and agrees to perform and comply with every obligation of Sub-Landlord under the Master Lease applicable to the Sublease Premises, including, without limitation, Sub-Landlord's obligation to indemnify Landlord pursuant to Section 9.4 of the Master Lease. Neither this assumption by Sub-Tenant, the Sublease, nor this Landlord's Consent will release or discharge Sub-Landlord from any liability under the Master Lease, including, without limitation, the payment of rent and other amounts when due under the Master Lease, and Sub-Landlord will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions in the Master Lease to be performed and observed by Sub-Landlord. Sub-Landlord will not be released from any liability under the Master Lease because of Landlord's failure to give notice of default under or in respect of any of the terms, covenants, conditions, provisions, or agreements by the Master Lease. Any breach or violation of any provision of the Master Lease by Sub-Landlord or Sub-Tenant, or both, constitutes a default by Sub-Landlord under the Master Lease. Landlord may proceed directly against Sub-Landlord without first exhausting Landlord's remedies against Sub-Tenant, or Landlord may proceed directly against Sub-Tenant without exhausting Landlord's remedies against Sub-Landlord.
- 4. Obligations of Landlord. Landlord will not be liable for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, brokerage commissions, improvements to the Sublease Premises, or the security deposit required to be made by Sub-Tenant under the Sublease. Sub-Landlord and Sub-Tenant jointly and severally agree to indemnify, protect, defend, and hold Landlord harmless from all claims, losses, liabilities, costs, and expenses (including attorney's fees) that Landlord may incur as a result of any claim to pay any person or entity any commission, finder's fee,

or other charge in connection with the Sublease. Further, Sub-Tenant warrants that Sub-Tenant has dealt with no brokers in this transaction.

- 5. Termination of Sublease. On the effective date of the expiration of the term of the Master Lease, or Sub-Landlord's surrender of the Premises under the Master Lease to Landlord, the Sublease and its term will immediately terminate, and Sub-Tenant must vacate the Premises on or before the effective date of the termination. If Sub-Tenant fails to vacate the Premises, Landlord will be entitled to all of the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without the Landlord's Consent, including, without limitation, the rights and remedies available to Landlord under the Master Lease. Landlord will not be liable to Sub-Landlord or Sub-Tenant for any claim or damage because of the termination.
- 6. Continuation of Sublease. Regardless of anything stated in Section 5 above, if the Master Lease expires or terminates for any reason during the term of the Sublease, or if the Sub-Landlord surrenders the Master Lease to Landlord during the term of the Sublease, Landlord has the option, on written notice delivered to Sub-Tenant not more than thirty (30) days after the effective date of the expiration, termination, or surrender, and without any additional or further agreement of any kind by Sub-Tenant, to elect to continue the Sublease with the same effect as if Landlord and Sub-Tenant had entered into a lease for that date and for a term equal to the then unexpired term of the Sublease, and on the same terms and conditions in the Sublease. In that event, Sub-Tenant will attorn to Landlord, and Landlord and Sub-Tenant will have the same rights, obligations, and remedies under the Sublease as were had by Sub-Landlord and Sub-Tenant. However, in no event will Landlord (a) be liable for any act or omission of Sub-Landlord, (b) be subject to any offsets or defenses that Sub-Tenant had or might have against Sub-Landlord, (c) be obligated to cure any default of Sub-Landlord that occurred prior to the time that Landlord succeeded to the interest of Sub-Landlord under the Sublease, (d) be bound by any payment of rent or other payment paid by Sub-Tenant to Sub-Landlord in advance of any periods reserved for that in the Sublease, (e) be bound by any modification or amendment of the Sublease made without the written consent of Landlord, or (f) be liable for the return of any security deposit not actually received by Landlord. Neither Landlord's election under this section nor its acceptance of any rent from Sub-Tenant will be deemed a waiver by Landlord of any provisions of the Master Lease and this Landlord's Consent.
- 7. Compliance with Sublease. If Landlord elects to continue the Sublease pursuant to Section 6, Sub-Tenant will observe and perform (a) each of the terms, covenants, and conditions of the Sublease that Landlord designates to be observed and performed, and (b) any other terms, covenants, and conditions to which the parties may agree.

8. Insurance. Sub-Tenant will either:

Carry the insurance policies required to be carried by Sub-Landlord pursuant to Article 9 of the Master Lease, in which case Sub-Tenant (a) will deliver evidence of such insurance to Landlord prior to occupancy, and (b) the insurance will (i) name Landlord and Sub-Landlord as additional insured; and (ii) provide that the policy will not be subject to cancellation or change except after thirty (30) days' prior written notice to Landlord and Sub-Landlord; or

<u>X</u> Be listed as an additional insured on Sub-Landlord's insurance, in which case Sub-Landlord will provide Landlord with a certificate of insurance naming Sub-Tenant as an additional insured.

- 9. Absolute Assignment of Rents. Sub-Landlord unconditionally assigns to Landlord all rents now due, or which may later become due, under the Sublease (collectively, "Rents"). Sub-Landlord acknowledges that the assignment is present, absolute, and unconditional. Accordingly, Landlord will have the right to collect the Rents and to apply them in payment of any sums payable by Sub-Landlord under the Master Lease. However, Sub-Landlord will have a license to collect the Rents until the occurrence of an act of default by Sub-Landlord under the Master Lease. If the act of default occurs, Sub-Landlord's right to collect the Rent will be suspended until the default is cured. During the period in which Sub-Landlord's right to collect the Rents is suspended, Landlord, as assignee and attorney-in-fact for Sub-Landlord under the Master Lease, or a receiver for Sub-Landlord appointed pursuant to Landlord's application, will have the right to collect the Rents and apply them toward Sub-Landlord's obligations under the Master Lease. Landlord's acceptance of any payment on account of Rent from Sub-Tenant as a result of any act of default does not release Sub-Landlord from any liability under the terms, covenants, conditions, provisions, or agreement under the Master Lease.
 - 10. No Consent to Alterations. Sub-Landlord and Sub-Tenant acknowledge that:
- (a) Landlord's Consent is not a consent to any improvement or alteration work being performed in the Sublease Premises;
- (b) Landlord's Consent must be separately sought and will not necessarily be given with regard to alteration work being performed in the Sublease Premises; and
- (c) If consent is given it will be subject to Sub-Landlord's signing Landlord's standard form of Agreement with respect to work being performed by persons other than Landlord, unless otherwise agreed to in writing by Landlord.
- 11. Character of Consent. This Landlord Consent is not, and will not be, deemed or construed as, a consent to any future sublease, a consent to any other assignment, subletting, or other transfer, a consent to a sublease term beyond the term of the Master Lease, or a renewal or extension of the Sublease. This Landlord's Consent is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants, or conditions of the Master Lease, waive any breach of the Master Lease or any of the rights of Landlord, or enlarge or increase Landlord's obligations under the Master Lease.

Landlord,	Sub-Landlord,
Landlord, Mojave Air and Space Port	[name]
Ву	Ву
David Evans, President	Matt Kampner, Owner
Attest	Sub-Tenant
Ву	Ву
Jimmy R. Balentine, Secretary	Steve Losey



STAFF MEMORANDUM

TO:

Board of Directors

FROM:

Karina Drees, GM

SUBJECT:

Pollution liability coverage

MEETING DATE: July 19, 2016

Background:

During FY 15-16 staff was tasked with conducting an insurance risk review. One outcome of this review was a recommendation by our insurance broker to purchase a pollution liability policy. The Board asked staff to obtain premiums on both \$1,000,000 and \$2,000,000 policies. The premiums for these policies are as follows:

Coverage Limit	Term	Premium
\$1,000,000	One Year	\$8,592 (substantially less than the original est of \$12,300)
\$1,000,000	Three Year	\$19,762
\$2,000,000	One Year	\$11,427
\$2,000,000	Three Year	\$26,283

Since the premium difference is not substantial and adequate coverage is ideal we recommend acquiring a \$2,000,000 policy for three years.

Fiscal Impact:

\$26,283, or \$8,761 per year, budgeted dollars

Recommended Action:

Approve the three-year expenditure for a \$2,000,000 pollution liability policy through Shaw, Moses, Mendenhall & Associates.

PROPOSAL OF INSURANCE

FOR

MOJAVE AIR & SPACE PORT

Lisa – Accoun	t Rep.		Duncan	MacGillivray
COMPANY POLICY NUMBER		DESCRIPTION	TERM	PREMIUM
	POLLUTION LEGAL L	IABILITY		
ADMIRAL INSURANCE CO.	LOCATION:	Mojave Air & Space Port Mojave, CA 93501	TBD	See Options Below
A.M. BEST CO. RATING A+ XV	COVERAGES:	Clean-up Costs of the Insured. 3 rd Party PD Liability Incl Clean-up Costs. 3 rd Party BI Liability. Defense Expenses.		
	COVERAGE LIMITS:	\$1,000,000 (\$10,000 Retention / Deductible) \$2,000,000 (\$10,000 Retention / Deductible)	One Year Three Years One Year Three Years	\$ 8,592. 19,762. 11,427. 26,283. Plus Surplus Lines State Tax / Fees
	NOTES:	 No coverage for pre-existing conditions. Retroactive date is the effective date. Claims Made Policy Form. 		

WE ASK THAT YOU NOT ACCEPT THE ABOVE SCHEDULE OF INSURANCE POLICY AS A COMPLETE DETAIL OF POLICY TERMS. A SCHEDULE CAN NEVER REPLACE THE POLICY AND THE ACTUAL POLICY LANGUAGE WILL GOVERN THE SCOPE AND LIMITS OF COVERAGES INVOLVED.

SHAW, MOSES, MENDENHALL & ASSOCIATES INSURANCE AGENCY

625 FAIR OAKS AVENUE, SUITE 158, SOUTH PASADENA, CA 91030 (626) 799-7813 Phone (626) 799-8784 Fax License 0D94511

www.smmainsurance.com



STAFF MEMORANDUM

TO:

Board of Directors

FROM:

Lynn Johansen

SUBJECT:

Resolution Amending the Administrative Code

Regarding Director Compensation

MEETING DATE: July 19, 2016

Background:

The Administrative Code contains a section for Director compensation and expense reimbursement. This section is being amended to authorize four new meetings Directors may attend. If a meeting is not specified in this section, a Director must get Board approval prior to attending the meeting in order to receive compensation and expense reimbursement. The FY 16-17 budget includes director compensation.

Impacts:

Fiscal:

Unknown, but may increase expense reimbursement payments.

Environmental:

None

Legal:

None

Recommended Action:

Staff recommends approval of the resolution.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE PORT AMENDING ITS COMPENSATION AND BENEFIT PROVISIONS

Whereas, Government Code section 53232, et seq., requires the District to adopt a policy concerning compensation and expense reimbursement for its governing board;

Whereas, the District adopted such a policy pursuant to Resolution 10-04-695, approved April 6, 2010; and

Whereas, the District desires to amend its policy regarding compensation and expense reimbursement of the governing board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mojave Air and Space Port that the Administrative Code provision regarding director compensation and benefits is amended as provided in Exhibit 1 attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that except as provided herein the Administrative Code (Resolution No. 99-1-585) is reaffirmed and readopted.

PASSED, APPROVED, AND ADOPTED on July 19, 2016:

Jimmy R. Balentine, Secretary

Ayes:
Noes:
Abstain:
Absent:

David Evans, President

ATTEST

EXHIBIT 1

Section 2-1.05 <u>Director Compensation and Benefits</u>

- (a) <u>Compensation</u>. Directors shall be paid \$100 for each day's attendance at meetings of the Board and other occasions authorized in subsection (b), not to exceed four (4) days in any calendar month.
- (b) <u>Authorized Meetings</u>. Except as provided herein, Directors shall only be compensated only for attendance at meetings previously approved by the Board. Meetings for which Directors are entitled to compensation for attending are:
 - (1) A meeting of the District's Board within the meaning of Government Code section 54952.2(a);
 - (2) A meeting of a committee of the District's Board within the meaning of Government Code section 54952(b);
 - (3) An advisory body meeting within the meaning of Government Code section 54952(b);
 - (4) A conference or organized educational activity conducted in compliance with Government Code section 54952.2(c), including ethics training required by Government Code sections 53234, et seq.;
 - (5) A meeting of any multi-jurisdictional governmental body on which the District director serves as the District's designated representative;
 - (6) Any meeting attended or service provided on a given day at the formal request of and approved beforehand by the District's Board;
 - (7) A meeting of the Kern Economic Development Corporation at which the Director is representing the District;
 - (8) A meeting of the Antelope Valley Board of Trade at which the Director is representing the District.
 - (9) A meeting of the Society of Experimental Test Pilots at which the Director is representing the District.
 - (10) A meeting of the Suborbital Conference at which the Director is representing the District.
 - (11) A meeting of the Tehachapi Outlook Conference at which the Director is representing the District.
 - (12) A meeting of the Ridgecrest Outlook Conference at which the Director is representing the District.
 - (13) A meeting of the California Special Districts Association at which the Director is representing the District; and
- (c) <u>Expense Reimbursement</u>. Directors shall be reimbursed for travel, meals, lodging and other actual and necessary expenses incurred in the performance of official duties as follows:
 - (1) For expenses incurred in the attendance of meetings or occasions specified in subsection (b), except meetings under subsection (b)(1) and (b)(2).
 - (2) The reimbursement rate shall be at Internal Revenue Service rates established in Publication 463, or any successor publication.
 - (3) Lodging and transportation rates shall not exceed government or group rates

when available.

- (4) Expenses that do not fall within the Internal Revenue Service rates shall be reimbursed as approved by the Board in a public meeting before the expense is incurred.
- (5) Any costs incurred by a Director above the rates set by the Board are done so at that Director's own expense.
- (6) Director's shall not be reimbursed for any expenses unless the Director submits an expense report in the form adopted by the District, accompanied by receipts documenting each expense, within 30 days of incurring the expense.
- (7) Directors shall provide brief reports on meetings attended at the expense of the District at the next regular meeting of the Board.
- (8) Penalties for misuse of public resources or falsified expense reports include loss of reimbursement privileges, restitution to the District, and other civil and criminal penalties established by law.
- (d) <u>Benefits</u>. Directors are entitled to the following benefits on the same terms as other officers:
 - (1) Group medical, vision and dental plan coverage at the District's cost for active directors and their dependents;
 - (2) Group medical, vision and dental plan coverage at the District's cost for retired Directors and their dependents if the Director first assumed office before January 1, 1995, and has served at least twelve (12) consecutive years;
 - (3) Group medical, vision and dental plan coverage at the Director's cost, for a retired Director and their dependents if the Director is not eligible for District payment and if permitted by the District's health plan; and
 - (4) Travel accident insurance while on District business at the District's cost in amounts determined by the Board.



STAFF MEMORANDUM

TO:

Board of Directors

FROM:

Lynn Johansen

SUBJECT:

Document Disposal

MEETING DATE: July 19, 2016

Background:

Airport documents have been in storage for several years. The required time-lines to keep such documents listed have expired.

Impacts:

Fiscal:

None

Environmental:

None

Legal:

None

Recommended Action:

Staff recommends approval for the Document Disposal.

Classification	CONTENTS	FYE	BOXES
FINANCE	AP BATCH REPORTS	1998	1
	AP A-E	2008	1
	AP D-G	2009	1
	AP N-R	2009	1
	AP D-I	2010	1
	AP O-Z	2010	1
	AR - INVOICES/NOV-DEC	2000	1
	AR - INVOICES /JUNE /FUEL RECEIPTS	2000	1
	AR -INVOICES/ JULY-AUG	2000	1
	AR INVOICES/ APR-MAY	2001	1
	AR -INVOICES/ AUG-SEPT	2001	1
	AR- FUEL RECEIPTS,INVOICES,TRANSACTION REPORTS	1991-1992	1
	FUEL SALES RECEIPTS/JULY - AUG	1992 -2002	1
	AR - JULY-AUG	2003	1
	AR - NOV-DEC	2003	1
	AR - JAN-FEB	2004	1
	AR - INVOICES /MAY - DEC	2004	4
	AR - AGING REPORT, INVENTORY & RECEIPT BOODS	2005	1
	AR - INVOICES/ JAN -MARCH	2006	2
	AR - INVOICES/JUL-SEPT	2006	2
	AR - INVOICES/ APR-MAY	2007	1
	AR - INVOICES/DEC-JAN	2006 - 2007	1
	AR - INVOICES/MARCH	2008	1
	WORKMANS COMP INS	1972	1
	BANK RECS	2004	1
ADMINISTRATION	TERMED LEASES M-Z	1996 -1999	1
	TERMED LEASES A-G	2000-2003	1
	TERMED LEASES A-Z	2002 - 2006	2
	TIME CARDS / JULY - JUNE	1989 -1991	1
	TIME SHEETS/JULY -DEC	2002 - 2004	1
	PAYROLL REPORTS,CK REG,GL REPORTS	1994	1
	PAYROLL REPORTS	1999	1
	PAYROLL REPORTS	2001	1
	PAYROLL REPORTS	2002	1
	PAYROLL REPORTS,TRIAL BAL/JUNE	2005	1

Classification	CONTENTS	FYE	BOXES
	PAYROLL / JUN - DEC	2009	1
	TERMED EMPLOYEES	1985 - 1996	1
	TERMED EMPLOYEES	1980 -1996	1
PUBLIC WORKS	SECURITY	2009	1
	SECURITY	2010	1
F	SECURITY	2011	1
	WORK RELEASE ATTENDANCE REPORTS	1993	1
	TOTAL BOXES		48
	TOTAL BOXES		

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE PORT AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

Whereas, Mojave Air and Space Port (the "District") may authorize the destruction of public records no longer required to be kept by law or for District business;

Whereas, the District staff has gathered a number of records that have reached or exceeded the legally required retention period for such records and which are no longer needed by the District; and

Whereas, Chief Executive Officer of the District has requested that these public records be authorized for destruction as allowed by law;

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

- 1. The records, documents, books, and/or paper that are generally described in Exhibit 1, attached hereto and incorporated herein by reference, have reached or exceeded the legally required retention periods and are no longer required to be retained by the District.
- 2. In accordance with the requirements of the Government Code, the Board of Directors authorizes the Chief Executive Officer to destroy those records identified in Exhibit 1.
- 3. The District's legal counsel's signature on this Resolution constitutes written consent for the destruction of the records described in Exhibit 1.

PASSED, APPROVED AND ADOPTED on July 19, 2016.

	David Evans, President
ATTEST:	
Jimmy R. Balentine, Secretary	
APPROVED:	
Nave & Cortell, LLP	
General Counsel	

Mojave Air & Space Port Treasurer's Report For the month ended June 30, 2016

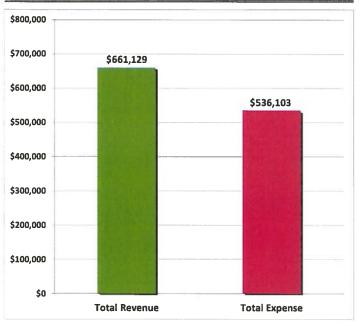
County

	General	Treasury	LAIF	Total
Beginning Balance	\$ 1,526,590.23	\$ 1,582,355.06	\$ 4,858,516.14	\$ 7,967,461.43
Receipts:				
Operating Revenues	577,161.91	-	-	577,161.91
Interest Income	59.37	(1.12)	-	58.25
Tax Proceeds	60	22,919.11	<u>-</u>	22,919.11
Total Receipts	577,221.28	22,917.99		600,139.27
Expenditures:				
Operating Expenses	(656,492.57)	-	-	(656,492.57)
Project Expenses				
Total Expenditures	(656,492.57)	-	***	(656,492.57)
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	***			
Total Transfers			<u> </u>	
Ending Balance	\$ 1,447,318.94	\$ 1,605,273.05	\$ 4,858,516.14	\$ 7,911,108.13

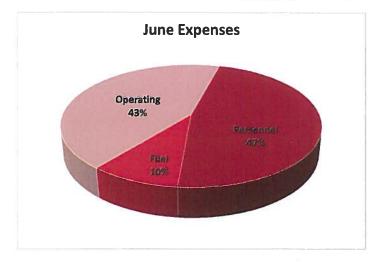
Mojave Air & Space Port

June 2016 Revenue and Expense Summary

Julie 2	0101	resellae a	iid Expense Sun	illaty	
Revei	nue		Exper	ses	
Fuel Sales	\$	213,512	Personnel	\$	253,205
Rents & Leases	\$	383,813	Fuel	\$	51,114
Other Revenue	\$	63,804	Operating	\$	231,784
Total Revenue	\$	661,129	Total Expense	\$	536,103

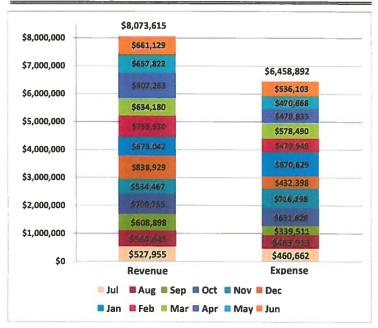


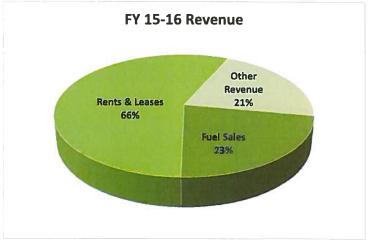
	Rents &	
	Leases	
ALTO BE	58%	
		Other
		Revenue
	Fuel Sales	
	32%	

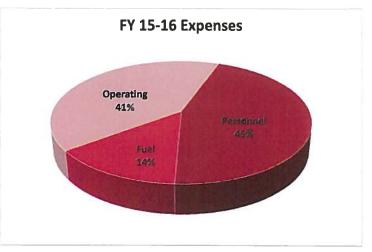


Year to Date Revenue and Expense Summary

Revenue		Expenses		
Fuel Sales	\$	1,822,353	Personnel	\$ 2,915,609
Rents & Leases	\$	4,538,349	Fuel	\$ 911,806
Other Revenue	\$	1,712,913	Operating	\$ 2,631,567
Total Revenue	\$	8,073,615	Total Expense	\$ 6,458,982







Mojave Air & Space Port Fuel Inventory Report

June 2016

JET A		
Beginning Inventory		75,601
Gallons Delivered		
Gallons Purchased		28,729
Defuels		
Total Gallons Delivered		28,729
Gallons Pumped		
Galions Sold		50,051
Refuels		-
Tank farm/Line truck sumps	6	60
Delivery Samples		20
Total Gallons Pumped		50,131
Ending Inventory		54,199
Physical Check		54,480
Inventory Value at	2.07	\$112,773.60

AVGAS		
Beginning Inventory		13,100
Gallons Delivered		
Gallons Purchased		-
Gallons Pumped		
Gallons Sold		3,327
Tank farm/Line truck sumps		<u>.</u> !
Delivery Samples		5
Total Gallons Pumped		3,332
:-		
Ending Inventory		9,768
Physical Check		9,566
Inventory Value at	3.67	\$35,107.22

LUBRICANTS	
Beginning Inventory	309
Quarts Purchased	0
Quarts Sold	2
Ending Inventory	307
Physical Check	307
Aeroshell 100; 100W; 15/50 Multi 101 @ \$5.95; 107 @ \$6.02; 99 @ \$6.68	\$1,906.41

PRIST	
Beginning Inventory	117
Cans Purchased	0
Cans Sold	0
Ending Inventory	117
Physical Check - Cans	117
Physical Check - Bulk	7.6
117 CANS @ \$7.40; 7.6 (5) Gallons @ 120.15	\$2,415.74

UNLEADED FUEL	
Beginning Inventory	884.0
Gallons Purchased	417.0
Gallons Used	603.0
Ending Inventory	698.0
Physical Check	697.0
Inventory Value at \$2.43	\$1,693.71

DIE	SEL FUEL	
Beginning Inventory		947.0
Gallons Purchased		244.0
Gallons Used		327.0
Ending Inventory		864.0
Physical Check		884.0
		*
Inventory Value at	\$2.28	\$2,015.52

June 2016 Fuel Inventory

\$155,912.20

June Gallons Sold Year to Date 53,378 466,444

Mojave Air & Space Port

Customers Over 90 Days Past Due

•	31-60 Days	s 61-90 Days	0 +06	TOTAL
0.00	0.00	0.00	0.00	0.00
481.89	38,235.74 16,754.49	16,754.49	•	517,472.12

20,090.41 33,774.97

13,684.56

Payment Arrangements included in 1-30 days

Payment Arrangements

Fiberset REM



CEO REPORT

TO:

MASP Board of Directors

FROM:

Karina Drees

MEETING DATE: July 19, 2016

Goals and Objectives

• We are working on revamping the administrative code structured with static bylaws to comply with state law, and policies and procedures that can be changed by Board vote

• We are exploring options for permanent perimeter road improvements

Airport Improvements

- Our maintenance crew has been busy sealing runways and taxiways since July 6. We expect this to be an ongoing project through the summer
- We have engaged an outside landscaping company in the District to assist with weed control while the crew is sealing

Updates

- We are exploring the possibility of installing solar on airport property to offset power expense, and ultimately assist our customers with reducing their power expense. We are in the very early stages of discussing this with some solar companies.
- We will be hosting a delegation from the Italian Space Agency this week.